MEMORANDUM

DATE: July 1, 2024

TO: Mayor and City Council

CC: Eric Holmes, City Manager

FROM: Bryan Snodgrass, Principal Planner, Community Development Department

RE: **July 15 Council Workshop discussion of 2024 zoning code text changes to facilitate housing options in advance of 2025 Comprehensive Plan and Title 20 update**

As directed by the Council at the most recent discussion on March 4, 2024, staff is exploring potential new short term zoning code changes to facilitate housing options, particularly for ownership and/or less costly housing. The upcoming July 15 Council workshop is intended to provide an update on this work since March and review and receive direction on a newer proposed changes related to infill development and mobile home parks that were not discussed with Council in March. A Planning Commission workshop is scheduled for July 23.

More widespread code and map changes related to housing will be undertaken as part of the update of the City of Vancouver Comprehensive Plan and Title 20 zoning code to be adopted in December 2025. Among other requirements, the updated Comprehensive Plan must provide 20-year capacity for more than 38,000 new housing units citywide at a range of income levels and adopt standards allowing 4 to 6 unit middle housing developments on single family zoned lots citywide.

Adopting initial code amendments in 2024 can facilitate some development of ownership and/or lower cost housing in the shorter term and help preserve future options for such development. The following code changes have been identified by staff and envisioned to be brought forward for adoption in fall 2024:

1. Expanded ADU and duplex allowances in single family zones. Under HB 1110 the City of Vancouver is required to adopt standards allowing middle housing developments of up to 4 units on lots in single family zoning districts citywide, and up to 6 units when located near Bus Rapid Transit (BRT) stations. HB 1337 requires allowing two ADUs of up to 1,000 square feet each, which can be counted towards the middle housing standards. Existing Vancouver standards allow one ADU per lot of up to 800 square feet or 50% of the area of the main house, whichever is less, resulting in approximately 30 applications per year citywide recently. Duplexes are allowed as a limited use in single family zones as part of infill developments.

Proposed text changes would expand existing City ADU standards to allow two ADUs per lot and bring them into full compliance with HB 1337 requirements and would expand duplex allowances in partial compliance with HB 1110 requirements, with denser middle housing allowances to be addressed in the Comprehensive Plan update. Duplexes would be subject to the same height, building setback, and parking space per unit requirements as single-family homes. Draft zoning code change language is attached.

2. Streamlined infill development standards with smaller lots. Existing infill standards under VMC 20.920 allow properties in single family zones that are 2.5 acres or smaller and surrounded in part by existing development to be divided into new lots smaller than otherwise allowed provided various conditions are met. A two-tier system is established, with Tier I infill developments allowing lots approximately 20% smaller than allowed in single family zoning districts, and Tier II allowing lots approximately 30-35% smaller in most cases as well as limited duplexes and attached housing. Tier II infill application are required to conduct a neighborhood meeting prior to application submittal and are subject to additional substantive design criteria.

   New HB 1110 requirements to allow middle housing developments of 4-6 units on lots in single family zones prohibit design or other standards applying to middle housing but not single family development, and will likely render City infill standards moot.

   Staff envisions proposing short term changes to infill standards to eliminate the two-tiered system and the neighborhood meeting and design requirements, and to lower minimum infill lot size requirements to better align with likely HB 1110-compliant standards to be adopted in late 2025. Although laudable in their intent, the requirements for a separate neighborhood meeting in addition to pre-application conferences that neighborhood representatives are already invited to in cases where there is a Neighborhood Association to contact, and for compliance with substantive design standards, have likely served as at least a partial disincentive for infill projects which by definition are small in scope. Staff believes there is value in taking steps in the direction of HB 1110 in the short term, both to facilitate shorter term development of some smaller housing options, and also to limit the extent to which long term residential supplies are used up with conventional larger housing construction that will likely remain in place for decades. Draft zoning code change language is attached.

3. Amended cottage cluster regulations. These are recommended to lower the minimum parent parcel size of cluster sites from 20,000 to 10,000 square feet,and make fully clear that land divisions of these sites into individual fee simple lots facilitating ownership are allowed as well as developing the cluster on a single site plan. Draft zoning code change language is attached.

In addition to the three code changes summarized above, staff is also proposing another change specifically design to preserve some of the most affordable housing in Vancouver- Mobile Home Parks. Staff in looking for Council direction on whether to proceed with this new item as part of the 2024 Housing Code Changes package.

4. Creation of a new mobile home park zoning district to better facilitate retention of existing parks. The role of mobile homes in providing affordable housing is increasingly being recognized. The state Manufactured/Mobile Home Landlord-Tennant Act was amended in 2023 to require landlords to provide two years notice for closure or conversion of parks, and written notice of opportunities to compete to purchase parks made available for sale or lease. In Southwest Washington, recent closures and conversions of longtime manufactured home parks have become more frequent. Council also received written testimony stressing the importance of mobile homes and general suggestions for their preservation at the May 20, 2024 Council meeting. Staff is exploring the potential of creating a mobile home park zone, along the lines of small number of other Washington jurisdictions. These range from the City of Bothell, which has an overlay zone applied to most existing parks allowing very few uses other than mobile homes. The City of Tumwater and others allow a broader range of non-mobile home uses, and a reasonable use exception. If directed by the Council to continue to pursue this issue, staff will begin outreach to the 16 existing mobile home parks in city limits on a potential new zoning district allowing flexibility but fewer uses than the current single and multi-family zones applying to the parks currently allow, with the intent to preserve this supply of existing affordable housing. Mobile home park zoning is a key recommendation in Reside Vancouver, the City's Anti-Displacement Plan that was established in 2019.

Long range and current planning staff as well as legal staff will attend the July 15 Council communications discussion. Any advance questions should be forwarded to Bryan Snodgrass, bryan.snodgrass@cityofvancouver.us, 360-487-7946.

Attachments:

A. Amendments to allow two Accessory Dwelling Units or duplexes on single family lots
B. Amendments to streamline infill development standards and allow smaller lots
C. Amendments to allow smaller cottage cluster parent parcels, and make clearer that land divisions are allowed

Attachment A - Amendments to allow two Accessory Dwelling Units or duplexes on single family lots

Chapter 20.810

ACCESSORY DWELLING UNITS

Sections:

20.810.010 Purpose.

Purpose. The purpose of these code provisions for accessory dwelling units (ADUs) is to: (1) provide homeowners with flexibility in establishing separate living quarters within or adjacent to their homes for the purpose of caring for seniors, providing housing for their children or obtaining rental income; (2) increase the range of housing choices and the supply of accessible and affordable housing units within the community consistent with statutory requirements; and (3) ensure that the development of accessory dwelling units does not cause unanticipated impacts on the character or stability of single-family neighborhoods. (Ord. M-4377 § 2(g), 2022; Ord. M-4209 § 2, 2017; Ord. M-3643, 2004)

20.810.020 Definition.

Accessory Dwelling Unit (ADU). One or more rooms with private bath and kitchen facilities comprising an independent, self-contained dwelling unit within or attached to a single-family dwelling or in a detached building on the same lot as the primary dwelling unit. ~~An ADU is distinguishable from a duplex in that, unlike a duplex, it is clearly subordinate to the primary dwelling unit, both in use and appearance.~~ (Ord. M-4377 § 2(g), 2022; Ord. M-4209 § 2, 2017; Ord. M-3931 § 25, 2009; Ord. M-3643, 2004)

20.810.030 Applicability.

A. *Accessory dwelling unit applicability.* ADUs shall be allowed as limited uses on all lots that are located in all zoning districts within an urban growth area that allow for single-family homes ~~in all residential zoning districts (R-2, R-4, R-6, R-9, R-17, R-18, R-22, R-30, R-35, and R-50)~~ if in compliance with all of the development standards contained in VMC 20.810.040. ~~ADUs shall not be allowed within nonresidential zoning districts or in the following circumstances:~~

~~1. On properties not containing a detached single-family dwelling.~~

~~2. On properties containing activities requiring a home occupation permit pursuant to Chapter 20.860 VMC.~~

B. *Approval process.* A proposed ADU shall be reviewed by means of a Type I procedure, pursuant to VMC 20.210.040, subject to the development standards contained in VMC 20.810.040. An ADU use is not subject to site plan review. (Ord. M-4377 § 2(g), 2022; Ord. M-4209 § 2, 2017)

20.810.040 Development Standards.

Development standards for accessory dwelling units. An ADU shall comply with the following standards:

A. *Configuration.* An ADU may be located either within, attached to, or detached from the primary structure.

B. *Density.* ~~Only one~~ Up to Two ADUs may be created in conjunction with each parcel ~~single-family residence.~~

C. *Minimum lot size.* An ADU may be established on any legally established parcel meeting applicable standards of this chapter.

D. *Maximum unit size.* ~~The gross floor area, calculated from finished wall to finished wall.~~ ADU shall not exceed 1,000~~800~~ square feet ~~or 50 percent of the primary single-family structure,~~ ~~not including garage and/or detached accessory buildings (whichever is less). ADUs created entirely within existing basements may exceed 800 square feet, provided they are not larger than the size of the remainder of the overall home.~~

E. *Minimum unit size.* The gross floor area of an ADU shall not be less than the requirements of the Washington State Building Code.

F. *Setbacks and lot coverage.* Additions to existing structures, or the construction of new detached structures, associated with the establishment of an ADU shall not exceed the allowable lot coverage or encroach into required setbacks as prescribed in the underlying zone. The applicable setbacks shall be the same as those prescribed for the primary structure, not those prescribed for detached accessory structures.

~~G. *Scale and visual subordination.* New detached ADUs, or ADUs extending from existing structures, shall not comprise more than 50 percent of total visible façade area of the primary structure and other outbuildings not including the ADU, as seen from the front of the lot. ADUs shall be subject to a maximum height of 25 feet.~~

H. *Parking.* No additional on-site parking is required in conjunction with the establishment of an ADU.

~~I. *Design and appearance.* ADUs that are separate or extending from existing structures shall be architecturally compatible with the principal dwelling.~~

J. *Construction standards.* The design and construction of the ADU shall conform to all applicable standards in the building, plumbing, electrical, mechanical, fire, health and any other applicable codes. (Ord. M-4377 § 2(g), 2022; Ord. M-4209 § 2, 2017; Ord. M-3959 § 38, 2010; Ord. M-3701 § 24, 2005; Ord. M-3643, 2004)

20.810.050 Submission Requirements.

The following information shall be submitted as part of an application for review:

A. *Application.* Completed and signed application provided by the planning official.

B. *Fee.* Fee pursuant to Chapter 20.180 VMC.

C. *Site plan.* To-scale site plan showing the exact location of the primary residence and any accessory structures, parking, landscaping and setbacks.

D. *Floor plan.* Floor plan, drawn to scale, of entire house and accessory unit within the primary residence or within freestanding accessory structure.

E. *Elevations.* Elevations drawn to scale of the accessory unit within the primary residence or within freestanding accessory structure. (Ord. M-4377 § 2(g), 2022; Ord. M-4209 § 2, 2017; Ord. M-3643, 2004)

20.810.060 Conversion of Existing Accessory Structures.

A. *Conversions of an existing structure.* An existing garage structure or other outbuilding may be converted to an ADU; ~~provided, that the structure complies with established setback standards for a primary structure, not accessory structure, as prescribed in the underlying zone, and complies with applicable building codes, and all other standards of this section. Conversion of such garage shall not result in the elimination of the~~

~~requirement of one legal on-site parking space to serve the single-family residence~~. Existing structures, including but not limited to detached garages, may be converted even if they violate current code requirements for setbacks or lot coverage.

~~B. *Conversion of existing garages located in non-conforming setbacks.* Garages constructed before January 1, 2021, that are legally nonconforming as to side or rear yard setback may be eligible to be converted or replaced at their current location; provided, that:~~

~~1. All applicable ADU, building, and other standards are met.~~

~~2. Conversion or replacement structure or portion of the structure located within the setback does not result in it exceeding 15 feet in height or any taller than the existing structure, whichever is greater. Conversions or replacements of garages shall not result in the elimination of the requirement of one legal on-site parking space to serve the single-family existing residence.~~

C. *Off-street parking requirements.* The off-street parking requirements for the primary residence shall be provided for elsewhere on the site in conformance with the setback, paving and other development standards described in Chapter 20.945 VMC, Parking and Loading. (Ord. M-4377 § 2(g), 2022; Ord. M-4209 § 2, 2017; Ord. M-3701 § 25, 2005; Ord. M-3663 § 20, 2004; Ord. M-3643, 2004)

20.410.030 Uses. *{Single Family Zoning Districts}*

A. *Types of uses.* For the purposes of this chapter, there are four kinds of use:

1. A permitted (P) use is one that is permitted outright, subject to all of the applicable provisions of this title.

2. A limited (L) use is permitted outright providing it is in compliance with special requirements, exceptions or restrictions.

3. A conditional use (C) is a discretionary use reviewed through the process set forth in Chapters 20.245 and 20.210 VMC, governing conditional uses and decision-making procedures, respectively.

4. A prohibited use (X) is one that is not permitted in a zoning district under any circumstances.

B. *Use table.* A list of permitted, limited, conditional, and prohibited uses in low-density residential districts is presented in Table 20.410.030-1.

Table 20.410.030-1. Lower-Density Residential Districts Use Table

USE	R-2	R-4	R-6	R-9	R-17
RESIDENTIAL					
Household Living	P[1]	P[1]	P[1]	P[1]	P[1]
Group Living	P/X[1]	P/X[1]	P/X[1]	P/X[1]	P/X[1]
Home Occupation	L[2]	L[2]	L[2]	L[2]	L[2]
Medical Center Residential	L[23]	L[23]	L[23]	L[23]	L[23]
HOUSING TYPES					
Single Dwellings, Attached	L[18]	L[18]	L[18]	L[18]	L[18]
Single Dwellings, Detached	P	P	P	P	P
Accessory Dwelling Units	L[4]	L[4]	L[4]	L[4]	L[4]
Duplexes[22]	P~~L[21]~~	P~~L[21]~~	P~~L[21]~~	P~~L[21]~~	L[24]
Multi-Dwelling Units	X	X	X	X	L[24]
Existing Manufactured Home Developments	L[5]	L[5]	L[5]	L[5]	L[5]
Designated Manufactured Homes	L/X[19]	L/X[19]	L/X[19]	L/X[19]	L/X[19]

USE	R-2	R-4	R-6	R-9	R-17
New Manufactured Homes	L[20]	L[20]	L[20]	L[20]	L[20]
Cottage Cluster Housing	P[25]	P[25]	P[25]	P[25]	X
CIVIC (Institutional)					
Basic Utilities	C	C	C	C	C
Colleges	C	C	C	C	C
Community Centers	X	X	X	X	X
Community Recreation	C[6]	C[6]	C[6]	C[6]	C[6]
Cultural Institutions	P/C[7]	P/C[7]	P/C[7]	P/C[7]	P/C[7]
Day Care					
– Family Day Care Homes	P[8]	P[8]	P[8]	P[8]	P[8]
– Child Care Centers	L/C[11]	L/C[11]	L/C[11]	L/C[11]	L/C[11]
– Adult Day Care	L/C/X[9]	L/C/X[9]	L/C/X[9]	L/C/X[9]	L/C/X[9]
Emergency Services (except ambulance services)	L/C[11]	L/C[11]	L/C[11]	L/C[11]	L/C[11]
Ambulance Services	X	X	X	X	X

USE	R-2	R-4	R-6	R-9	R-17
Medical Centers	X	X	X	X	X
Parks/Open Space					
– Neighborhood Parks	P	P	P	P	P
– Community Parks	P	P	P	P	P
– Regional Parks	C	C	C	C	C
– Trails	P	P	P	P	P
Postal Service	C	C	C	C	C
Religious Institutions	L/C[11]	L/C[11]	L/C[11]	L/C[11]	L/C[11]
Schools	L/C[11]	L/C[11]	L/C[11]	L/C[11]	L/C[11]
Social/Fraternal Clubs	X	X	X	X	X
Transportation Facilities	C[12]	C[12]	C[12]	C[12]	C[12]
COMMERCIAL					
Commercial and Transient Lodging	L/C/X[13]	L/C/X[13]	L/C/X[13]	L/C/X[13]	L/C/X[13]
Eating/Drinking Establishments	X	X	X	X	X

USE	R-2	R-4	R-6	R-9	R-17
Entertainment-Oriented					
– Adult Entertainment	X	X	X	X	X
– Indoor Entertainment	X	X	X	X	X
– Major Event Entertainment	X	X	X	X	X
General Retail					
– Sales-Oriented	C[14]	C[14]	C[14]	C[14]	C[14]
– Personal Services	C[14]	C[14]	C[14]	C[14]	C[14]
– Repair-Oriented	X	X	X	X	X
– Bulk Sales	X	X	X	X	X
– Outdoor Sales	X	X	X	X	X
Motor Vehicle Related					
– Motor Vehicle Sales/Rental	X	X	X	X	X
– Motor Vehicle Servicing/Repair	X	X	X	X	X
– Vehicle Fuel Sales	X	X	X	X	X

USE	R-2	R-4	R-6	R-9	R-17
– EV Basic Charging Stations (accessory only)	P	P	P	P	P
– EV Rapid Charging Stations (accessory only)	P	P	P	P	P
– EV Battery Exchange Stations	X	X	X	X	X
Offices					
– General	X	X	X	X	X
– Medical	X	X	X	X	X
– Extended	X	X	X	X	X
Nonaccessory Parking	X	X	X	X	X
Self-Service Storage	X	X	X	X	X
Marinas	C	C	C	C	C
INDUSTRIAL					
Bulk Fossil Fuel Storage and Handling Facilities	X	X	X	X	X
Cleaner Fuel Storage and Handling Facilities	X	X	X	X	X

USE	**R-2**	**R-4**	**R-6**	**R-9**	**R-17**
Small Fossil Fuel or Cleaner Fuel Storage and Distribution Facilities	X	X	X	X	X
Industrial Services	X	X	X	X	X
Manufacturing and Production	X	X	X	X	X
Railroad Yards	X	X	X	X	X
Research and Development	X	X	X	X	X
Warehouses/Freight Movement	X	X	X	X	X
Wholesale Sales	X	X	X	X	X
Waste-Related	X	X	X	X	X
Major Utility Facilities	X	X	X	X	X
OTHER					
Agriculture/Horticulture	P	P	P	P	P
Airports/Airparks	X	X	X	X	X
Animal Kennels/Shelters	X	X	X	X	X

USE	R-2	R-4	R-6	R-9	R-17
Cemeteries	C[15]	C[15]	C[15]	C[15]	C[15]
Detention and Post-Detention Facilities	X	X	X	X	X
Dog Day Care	X	X	X	X	X
Heliports	X	X	X	X	X
Recreational or Medical Marijuana Facilities	X	X	X	X	X
Medical Marijuana Cooperatives	X	X	X	X	X
Mining	X	X	X	X	X
Rail Lines/Utility Corridors	P	P	P	P	P
Temporary Uses	L[16]	L[16]	L[16]	L[16]	L[16]
Wireless Communication Facilities	L/C/X[17]	L/C/X[17]	L/C/X[17]	L/C/X[17]	L/C/X[17]

1 Residential care homes, state or federally approved, with six or fewer residents and any required on-site residential staff permitted by right; all larger group living uses prohibited.

2 Subject to the provisions of Chapter 20.860 VMC, Home Occupations.

3 *Reserved for future use.*

4 Subject to the provisions of Chapter 20.810 VMC, Accessory Dwelling Units.

5 Subject to the provisions of Chapter 20.880 VMC, Manufactured Home Parks. Manufactured home developments established prior to July 1, 2005, are exempt from the standards of VMC 20.410.050(F), Criteria for Placement of Manufactured Homes, and may continue to exist and expand within existing previously approved boundaries. An existing manufactured home in a development or subdivision may be replaced or may be relocated either to an approved manufactured home development or an approved manufactured home subdivision.

6 Subject to provisions in VMC 20.895.040, Community Recreation and Related Facilities.

7 Libraries only permitted outright; all other cultural institutions are conditional uses.

8 Family day care homes for no more than 12 children are permitted when licensed by the state.

9 Adult day care facilities for six or fewer adults allowed as limited uses subject to compliance with the development standards governing home occupations, per VMC 20.860.020(B)(1) through (B)(7); facilities with seven to 12 adults allowed as conditional uses; and larger facilities are prohibited.

10 *Repealed by M-4289.*

11 Schools, religious institutions, government buildings, fire stations, child care centers, and emergency services facilities that meet all of the criteria contained in VMC 20.410.050(D) are permitted by right; all others require conditional use approval. Child care centers permitted by right shall be consistent with Chapter 20.840 VMC, Child Care Centers, and be subject to Type II review pursuant to VMC 20.210.050.

12 Except bus, trolley and streetcar stops, including bus shelters, which are allowed by right.

13 One- and two-bedroom bed-and-breakfast facilities are permitted outright and three- to six-bedroom bed-and-breakfast facilities are allowed as conditional uses, with all bed-and-breakfast facilities subject to provisions of Chapter 20.830 VMC, Bed and Breakfast Establishments. No more than six bedrooms are allowed under any circumstances. All other commercial lodging is prohibited.

14 Retail commercial uses limited to 1,500 gsf per use to a maximum of 5,000 square feet in planned developments of 150 units or more. See VMC 20.260.020(B)(1)(b)(2).

15 Subject to provisions in VMC 20.895.030.

16 Subject to provisions in Chapter 20.885 VMC, except sales of fireworks which are prohibited in residential zones.

17 Building-mounted antennas are allowed by conditional use on nonresidential buildings in single-family residential zones subject to requirements contained in Chapter 20.890 VMC, Wireless Communication Facilities.

18 Subject to VMC 20.260.020(B)(1)(a)(2), planned development, VMC 20.910.050, Zero Lot Line Developments, and Chapter 20.920 VMC, Infill Development Standards.

19 A “designated manufactured home” is exempt from the development standards of VMC 20.410.050(F) and may continue to exist and expand. An existing unit may be replaced or may be relocated either to an approved manufactured home development or an approved manufactured home subdivision. After July 1, 2005, only “new manufactured homes” that also meet the “designated manufactured home” criteria will be permitted on individual lots not part of an existing approved manufactured home development or manufactured home subdivision, except that a new manufactured home placed on an individual lot after July 1, 2005, may be relocated as permitted by this title if within five years of the date of the original placement.

20 Subject to VMC 20.410.050(F), Development Standards – Criteria for Placement of Manufactured Homes.

21 Subject to Chapter 20.920 VMC, Infill Development Standards.

22 Existing duplexes built on lots ~~meeting the minimum infill lot size standards of Table 20.920.060-1~~ shall be considered conforming ~~uses even if not part of an infill development.~~

23 Medical center residential uses, as defined in VMC 20.160.020, are permitted outright if approved through a public facilities master plan per VMC 20.680.040.

24 Two-family dwellings (duplexes), three-family, or four-family dwellings are permitted subject to density and development standards of the R-17 district.

25 Pursuant to Chapter 20.950 VMC, Cottage Cluster Housing.

(Ord. M-4380 § 6, 2022; Ord. M-4377 § 2(a), 2022; Ord. M-4325 § 3, 2020; Ord. M-4289 § 4, 2019; Ord. M-4255 § 6, 2018; Ord. M-4254 § 3(BB), 2018; Ord. M-4187 § 5, 2016; Ord. M-4071 § 7, 2014; Ord. M-4066 § 5, 2013; Ord. M-4035 § 2, 2012; Ord. M-4034 § 10, 2012; Ord. M-4024 § 6, 2012; Ord. M-4002 § 5, 2011; Ord. M-3931 § 9, 2009; Ord. M-3922 § 19, 2009; Ord. M-3840 § 18, 2007; Ord. M-3709 § 4, 2005; Ord. M-3663 § 12, 2004; Ord. M-3643, 2004)

Attachment B - Amendments to streamline infill development standards and allow smaller lots

Chapter 20.920

INFILL DEVELOPMENT STANDARDS

Sections:

20.920.010 Purpose.

The intent of the infill ordinance is to encourage the development of underutilized and challenged parcels in the R-9, R-6, R-4, and R-2 zoning districts. The infill ordinance accommodates a variety of housing types including single family detached, single family attached, and duplexes. (Ord. M-3643, 2004)

20.920.020 Applicability.

A. *Eligibility Criteria.* This Chapter may be applied to parcels created prior to the adoption date of this ordinance that meet all of the following criteria:

1. The parcel is within the R-9, R-6, R-4, R-2 zoning district; and

2. The parcel is two and one-half (2.5) acres or smaller in area. An infill parent parcel size may be increased by 5% with approval from the Planning Official; and

3. The proposed development can and will be served by urban services at the time of final plat or development approval. For the purposes of this Chapter, "urban services" shall mean public water and sewer service as described in VMC Title 14; and

4. There is urban development abutting the subject site on at least 50% of its nonstreet perimeter. For the purposes of this section, "nonstreet perimeter" shall mean that portion of the perimeter of the parcel

that is not abutting a public street. Where there is no abutting public street, the entire perimeter is used for measurement.

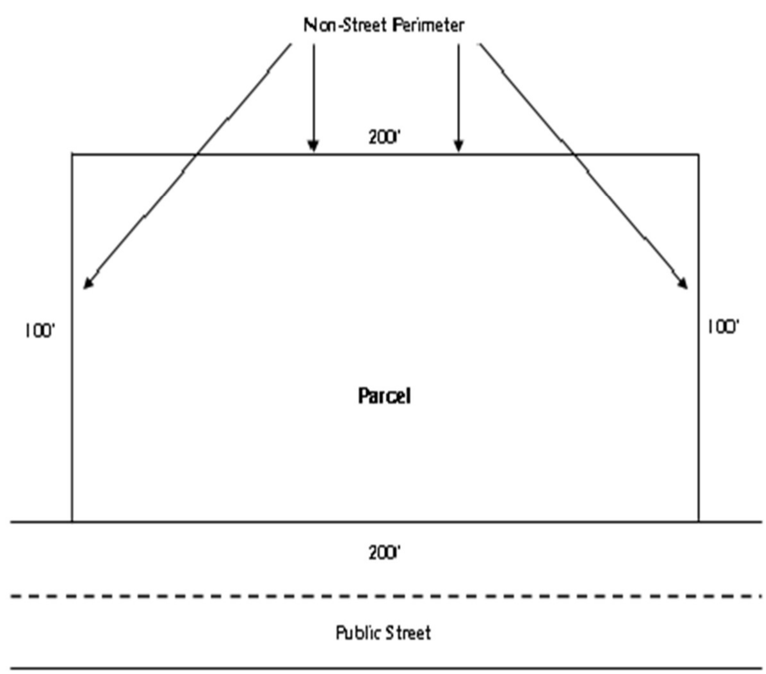
a. For the purposes of this Chapter, "urban development" shall mean a parcel that meets at least one of the following criteria:

1. All parcels with existing nonresidential or multi-family structures that are currently receiving urban services (e.g. public sewer and water); or

2. Tax exempt parcels, regardless of development status; or

3. All plats which have received final or preliminary approval within the last five (5) years; or

4. Parcels two and one-half (2.5) acres or smaller in area which have existing residential structures; or



Non-Street Perimeter Example
100' + 200' + 100' = 400' total non-street perimeter
50% of non-street perimeter = .5 x 400' = 200'
required abutting urban development

1. Parcels that are designated on the City of Vancouver Comprehensive Plan for multi-family, commercial, or industrial development; or

2. Parcels that are not developable based on a prior development review determination (e.g. park lands, environmentally sensitive lands, properties with utility easements).

~~B. *Applicability of the Standards.* There are two levels of infill standards and incentives: Tier 1 and Tier 2. The Tier 2 infill standards offer greater incentives but require compliance with design standards and a neighborhood meeting. Application of either the Tier 1 or Tier 2 infill provisions of this Chapter is an option available for parcels that meet the eligibility criteria. However, all infill parcels created as a result of the application of this Chapter and the subsequent infill development on those parcels shall be subject to the standards of this Chapter.~~

For the purposes of this chapter, the following definitions apply:

1. An "infill parent parcel" is the larger parcel of land from which infill parcels are divided.

2. "Infill Land Division" is the division of an infill parent parcel using some or all of the standards of this Chapter. ~~Tier 1 Infill Land Divisions are those divisions that utilize only the Tier 1 standards of this Chapter. Tier 2 Infill Land Divisions are those divisions that utilize one or more of the Tier 2 standards of this Chapter.~~

3. "Infill parcels" are either parcels that meet the eligibility criteria of this Chapter or those parcels created by the land division of an infill parent parcel through the application of the standards in this Chapter. ~~Tier 1 Infill Parcels are created as a result of Tier 1 Land Divisions. Tier 2 Infill Parcels are created as a result of Tier 2 Land Divisions.~~

4. "Infill development" is the subsequent residential development on infill parcels.

5. "Duplex" shall mean a building designed or used for residence purposes by not more than two (2) families, and containing two (2) dwelling units and located on one legal parcel.

6. "Infill Development Plan" is a plan that is required to be submitted with infill development which identifies the existing and proposed lot characteristics, including applicable standards and incentives ~~as described under Tier 1 and Tier 2 development as contained in this chapter.~~

7. "Predominant" shall mean the most frequently occurring residential design characteristic along both sides of the road frontage from intersection to intersection (or block face). (Ord. M-3840 § 41, 08/06/2007; Ord. M-3643, 01/26/2004)

20.920.030 Relationship to Other Development Standards.

A. All of the provisions of this code that would apply to a noninfill project shall apply to infill projects except as specifically modified by this chapter. If there is a conflict between the standards of this chapter and the provisions of any applicable overlay districts or plan districts, the overlay district or plan district standards shall supersede the standards of this chapter.

B. Development applications which meet the eligibility criteria for infill development, as outlined in this chapter, must comply with additional transportation standards as provided for in VMC 11.80.060 infill development transportation standards. (Ord. M-4354 § 3(J), 2021; Ord. M-3643, 2004)

20.920.040 Procedures.

A. *Infill Land Divisions.* The subdivisions and short subdivision of an infill parent parcel into nine (9) or fewer parcels shall be subject to Type II review. The subdivision of an infill parent parcel into more than nine (9) parcels shall be subject to Type III review. The proposed development shall comply with all applicable land division procedures and standards unless specifically modified pursuant to this Chapter.

B. *Development on Infill Parcels.* All development on infill parcels created pursuant to this Chapter shall be subject to the standards for Infill Development. The applicable Infill Development Standards shall be recorded as a plat note on the final plat as a condition of approval.

C. *Pre-Application Meeting.* The pre-application conference required pursuant to VMC Section 20.210.080 (Decision-Making Procedures. Pre-application Conference) may not be waived for ~~Tier I and Tier II infill land division and~~ infill lot development. In addition to the notice requirements of VMC Section 20.210 Decision-Making Procedures, the Planning Official or designee shall also mail written notice to all owners of record of property as shown on the most recent property tax assessment roll, located adjacent to and across the street from the subject property. The City shall also notify the appropriate neighborhood association(s) board members. This mailing shall be concurrent with that required by VMC Section 20.210 Decision-Making Procedures. Members of the public shall be provided with an opportunity to comment on the proposed project at a specific time during the meeting set aside for public comments. The notice must provide a brief description of the proposed development and a preliminary development plan. (Ord. M-3643, 2004)

20.920.050 ~~Tier 1~~ Infill Standards.

~~Tier 1 infill parcels, infill land divisions and the subsequent infill development on those Tier 1 infill parcels shall be subject to the following standards and incentives.~~

A. *Minimum Parcel Area.* Within an infill land division for single family development, no parcel shall be smaller than the minimum parcel area identified in Table 20.920.050-1, provided no lot shall exceed the maximum required by the underlying zoning district. ~~In Tier 1, minimum parcel areas shall not be further reduced by a variance procedure in VMC Section 20.290. However, this shall not preclude variances to other standards.~~

Table 20.920.050-1. Minimum Parcel Area for Single Family Dwellings

Zoning District	**Minimum Parcel Area** **Single Family Detached (sq. feet)**
R-9	2,000 ~~4,000~~ sf
R-6	3,000 ~~6,000~~ sf
R-4	4,000 ~~8,000~~ sf
R-2	8,000 ~~16,000~~ sf

B. *Minimum Parcel Width and Depth.* Within a ~~Tier 1~~ infill land division, the minimum parcel width and minimum parcel depth standards of Table 20.410.050-1 (Development Standards In Low-Density Residential) may be reduced by up to forty-percent (40%). However, subsequent development on infill parcels that were created with less than the minimum width and depth required by Table 20.410.050-1 (Development Standards In Low-Density Residential), shall not be eligible for a variance to the minimum setback or frontage requirements.

C. *Setbacks.* Infill parcels developed under provisions of this Chapter shall comply with setback requirements of Table 20.410-3 (Development Standards In Low-Density Residential) except that front yard and side yard setbacks in all zones shall be as follows:

1. *Minimum Front Yard.*

   a. Eighteen (18) feet for garage or carport structures or other similar vehicular shelter.

b. Ten (10) feet for all other structures

2. *Minimum Side Yard.*

a. Side yard shall comply with the standard side setbacks of the applicable zoning district.

~~D. *Common Areas.* If provided, Common Areas (e.g. landscaping in private tracts, shared driveways, private alleys, and similar uses) shall be maintained by a homeowners association or governed by another legal instrument. A copy of the applicable covenants, conditions and restrictions shall be provided to the City for review and acceptance before recording concurrently with the final plat. (Ord. M-3643, 2004)~~

~~20.920.060 Tier 2 Infill Standards.~~

~~In addition to the Tier 1 standards and incentives, Tier 2 infill parcels and land divisions and the subsequent development on those Tier 2 infill parcels shall be subject to the following standards and incentives:~~

A. *Additional Dwelling Types Allowed.* In addition to the uses allowed by VMC Table 20.410.030-1 (Lower Density Residential Districts Use Table), duplexes and single-family attached dwellings are allowed on infill parcels subject to the standards of this chapter:

1. Infill developments of three or fewer parcels may have a duplex on a maximum of one parcel. Infill land divisions which result in more than three parcels may have duplexes on a maximum of one-third of the parcels. When the one-third calculation contains a fraction of a housing unit, the applicant must round down to the nearest whole unit. Infill parcels for duplex development shall meet the minimum parcel size area requirements in VMC Table 20.920.060-1 and shall be noted on the face of the plat. The maximum parcel size area standards of VMC Table 20.410.040-1 (Minimum and Maximum Densities and Lot Sizes) shall not apply to infill parcels for duplex development. Duplex development is not allowed on an infill parcel if it would result in less than the minimum density for the parcel.

2. *Procedures for Single-Family Attached Dwellings.* Development proposals for single-family attached dwellings utilizing the provision of this chapter shall be subject to the following procedures:

a. Land divisions shall be reviewed according to Chapter 20.320 VMC. In addition, if the land is subdivided, development proposals must receive approval of a development plan that demonstrates how the proposal complies with this chapter and all other applicable requirements. The development plan shall be submitted and reviewed in conjunction with the land division application.

b. Preliminary plats may not be approved without approval of the submitted development plan. Both the development plan and preliminary plat must be fully consistent with standards of this and all other applicable ordinances.

c. Preliminary plats may be approved only where conditions of approval are established to ensure that subsequent or existing development on the resultant parcels shall occur consistent with the approved development plan.

d. Building permits may only be approved if consistent with the approved development plan and land division for all units with common walls.

3. *Building Mass Supplemental Standard.* The maximum number of consecutively attached single-family units (i.e., with attached walls at property line) shall not exceed four units.

4. *Existing Public Alley Access.* Single-family attached subdivisions (creation of 10 or more parcels for single-family attached dwellings) shall receive primary vehicle access from a rear alley if a public alley exists within or adjacent to the subdivision.

5. *Pedestrian Pathways.* City may require dedication of right-of-way or easements and construction of pathways between single-family attached parcels (e.g., between building breaks) to provide for pedestrian connectivity between groupings of single-family attached units and from one side of the parcel to another.

~~6. Common Areas---If provided, Common Areas (e.g., landscaping in private tracts, shared driveways, private alleys, and similar uses) shall be maintained by a homeowners association or governed by another legal instrument. A copy of the applicable covenants, conditions and restrictions shall be provided to the city for review and acceptance before recording concurrently with the final plat.~~

~~B. *Neighborhood Meeting Required.* A neighborhood meeting shall be held prior to submission of a Tier 2 infill development application. The applicant shall hold a public meeting to offer owners of property near the affected property an opportunity to participate in the development process. A preapplication conference cannot substitute for the required neighborhood meeting. The applicant shall follow the neighborhood meeting guidelines established by the city.~~

~~1. The neighborhood meeting shall be held no earlier than 90 days prior to submittal of the application.~~

~~2. The applicant shall send a notice of the meeting at least 15 days prior to the neighborhood meeting to:~~

~~a. The official representative(s) of the city-recognized neighborhood association(s), if applicable, in whose boundaries the affected property is located, based on the list of official neighborhood associations kept by the planning official or designee, and~~

~~b. Neighbors and property owners of record of property within a radius of 500 feet of the subject property. The records of the Clark County assessor shall be used for determining the property owners of record, and~~

~~c. The city of Vancouver planning official or designee.~~

~~3. The notice must identify the date, time and place of the meeting and provide a brief description of the proposed development.~~

~~4. A copy of the notice, the proposed development plan as presented at the meeting, the mailing list, the sign-in sheet, and a meeting summary from the meeting shall be submitted with the application.~~

~~5. The planning official shall include the meeting summary with the notice of application sent to parties pursuant to VMC 20.210.060(B), Notification of Public Hearing.~~

C. *Minimum Parcel Size.*

1. Infill parcels for single-family development (attached, detached and duplexes) shall meet minimum parcel area requirements as shown in Table 20.920.060-1.

Table 20.920.060-1. Minimum Parcel Area for Single-Family Dwellings

(Detached, Attached and Duplexes)

Zoning District	Minimum Parcel Area Single-Family Detached (sq. feet)	Minimum Parcel Area Single-Family Attached (sq. feet)	Minimum Parcel Area Per Duplex (sq. feet)
R-9	2,000 ~~4,000~~ sf	1,500 ~~3,000~~ sf	3,000 ~~6,000~~ sf
R-6	3,000 ~~5,000~~ sf	2,000 ~~4,000~~ sf	4,000 ~~8,000~~ sf
R-4	4,000 ~~7,000~~ sf	2,500 ~~5,000~~ sf	5,000 ~~10,000~~ sf
R-2	8,000 , ~~14,000~~ sf	5,000 ~~10,000~~ sf	10,000 ~~20,000~~ sf

2. Parcel area may be varied by the planning official upon request. The planning official may grant a variance for up to one percent for proposed lots.

~~3. Tier 2 infill developments are not eligible to use Chapter 20.940 VMC, On-Site Density Transfers, provisions.~~

D. *Minimum Parcel Width and Depth.* ~~Within a Tier 2 infill land division,~~ the minimum parcel width and minimum parcel depth standards of Table 20.410.050-1 (Development Standards in Lower-Density Residential) shall not apply. However, subsequent development on infill parcels that were created with less than the minimum width and depth required by Table 20.410.050-1 (Development Standards In Lower-Density Residential) shall not be eligible for a variance to the minimum setback or frontage requirements

E. *Maximum Lot Coverage.* Maximum lot coverage may be increased ~~2~~30 percent over the standard for the applicable zone ~~in a Tier 2 infill development~~, as shown in Table 20.920.060-2.

Table 20.920.060-2. Maximum Building Coverage

Zoning District	Current Building Coverage Standard	Building Coverage Standard With 20% Increase
R-9	50%	6~~0~~5%
R-6	50%	6~~0~~5%
R-4	50%	6~~0~~5%
R-2	50%	6~~0~~5%

F. *Setbacks.* Infill parcels developed under provisions of this chapter shall comply with setback requirements of Table 20.410.050-1 (Development Standards In Lower-Density Residential); except that minimum front, side ~~and rear yard~~ setbacks shall be as follows:

1. *Minimum Front Yard.*

   a. Eighteen feet for garage or carport structures or other similar vehicular shelter.

   b. Ten feet for other buildings.

2. *Minimum Side Yard.*

   a. Single-family attached dwellings – interior side yard between attached buildings may be zero feet.

b. All other uses shall comply with the standard side setbacks of the applicable zoning district.

~~3. *Rear Yard.* The minimum rear yard setback shall be 10 feet when the rear yard of the proposed infill development abuts parcels with existing single-family dwellings.~~

~~G. *Design Requirements for Tier 2 Development.*~~

~~1. *Purpose.* The purpose of this requirement is to ensure compatibility of infill development with the character of existing residential structures while allowing higher density. Specific goals are as follows:~~

~~a. To encourage new infill development that complements the existing neighborhood character.~~

~~b. To ensure new infill development is consistent with the pattern of established residential structures in the immediate vicinity, while allowing a mix of housing types (e.g., single-family attached, duplexes).~~

~~c. To provide a process for neighborhood participation in matters of compatibility within the context of these requirements.~~

~~2. *Design Criteria.* Tier 2 infill development shall meet the following design criteria as defined by the predominant existing residential character of the block face. The block face shall consist of properties along both sides of the public or private road frontage on which the development is located, from intersection to intersection, or the road end. If no intersection exists within 200 feet from the development site, then the block face shall consist of all properties along both sides of the road frontage within 200 feet of the development. Design requirements as contained in this section shall not apply to multifamily development containing three or more dwelling units. If there is no applicable existing development along a block face, subsections (G)(2)(a) through (G)(2)(f) of this section shall not apply.~~

~~a. Building orientation on proposed lots located on the block face shall be the same as the predominant orientation of buildings along the block face.~~

~~b. Access and location of off-street parking on proposed lots located on the block face shall be the same as the predominant character for existing development along the block face.~~

~~c. Recessed entries or porches shall be incorporated to the extent that they present a predominant feature of existing dwellings along the block face.~~

~~d. Proposed residences shall have no more stories than the average number of stories of existing buildings located along the block face. The number of stories shall be that which is visible from the~~

~~street of the designated block face. When the average results in a fraction of less than .5, it shall be rounded down to the next story; a fraction of .5 or greater shall be rounded up to the next story.~~

~~e. Roof pitch shall be within the same roof pitch category as the category within which the highest number of buildings along the block face falls, as follows: flat to slight (0:12 up to 3:12); moderate (greater than 3:12 up to 6:12); or steep (greater than 6:12). Where more than one category contains the highest number of buildings along the block face, the applicant may select from any roof pitch category up to and including the steepest category within which the highest number of buildings along the block face falls. For example, if there are eight homes on the block face and four have a flat to slight roof pitch and four have a moderate roof pitch, new homes may have a roof pitch from either category; however, a roof pitch in the steep category would not be allowed. (See also Figure 20.920.060-1, Categories of Roof Pitch Used to Determine Tier 2 Infill Predominant Character.)~~

~~f. Roof overhangs shall be the same as the predominant character for existing development along the block face.~~

~~3. *Waiver.* Any of the above compatibility requirements may be waived if 75 percent or more of the residential property owners along both sides of the street of the subject block face agree to alternate design standards.~~

~~4. Neighborhood meeting (See VMC 20.920.050(B), Tier 2 Infill Standards). In the required neighborhood meeting, the applicant must also discuss and receive input on (but not limited to) the following topics:~~

~~a. Connected roads and pathways;~~

~~b. Buffering;~~

~~c. Landscaping;~~

~~d. Fencing;~~

~~e. Facade features;~~

~~f. Compatibility where there is no applicable existing development.~~

H. *Expedited Development Review Process.* An applicant may request an expedited review process for infill projects. An expedited infill project shall be contingent upon city staffing and other resource availability. Community development department will endeavor to complete review of an infill project within a 60-day time period from fully complete (FC) to issuance of the land use decision for projects that do not require a hearing; and 80 days for projects that require a hearing.

I. *Infill Development Transportation Standards.* Street standards may be reduced as part of an infill development. See VMC 11.80.060. (Ord. M-4402 §§ 3(Z), 3(AA), 2023; Ord. M-3959 § 47, 2010; Ord. M-3840 § 42, 2007; Ord. M-3730 § 32, 2005; Ord. M-3663 § 24, 2004; Ord. M-3643, 2004)

Attachment C - Amendments to allow smaller cottage cluster parent parcels, and make clearer that land divisions are allowed

Chapter 20.950

COTTAGE CLUSTER HOUSING

Sections:

20.950.010 Purpose.

These standards are intended to allow groups of small-scale cottages around common areas in single or multifamily zoning districts in a manner promoting accessible housing and community interaction. The individual homes are smaller and shorter than what is allowed in the underlying zoning district, but they may be built at a higher density. (Ord. M-4377 § 2(d), 2022)

20.950.020 Applicability.

A. *Permitted zones and required minimum project size.* Cottage cluster housing developments shall be allowed on properties ~~2~~10,000 square feet or larger in size in the R-17, R-9, R-6, R-4 and R-2 zoning districts. Lot size minimums of the underlying zone are not applicable to cottage cluster developments.

B. *Permitted Uses.* Cottage cluster development uses shall be limited to attached and detached single-family homes and associated outbuildings, public or private open space, and parking areas. Duplexes or attached single-family homes may constitute no more than 20 percent of the total number of units. Home occupations pursuant to Chapter 20.860 VMC shall be permitted only if there are no employees residing off site. Accessory dwelling units pursuant to Chapter 20.810 VMC shall be permitted only if located entirely within the single-family homes.

C. The narrow lot development standards in Chapter 20.927 VMC and R-17 zoning district standards of Chapter 20.410 VMC shall not apply to cottage housing developments. Minimum lot frontage and minimum lot sizes are not applicable to cottage housing developments. (Ord. M-4438 § 4(L), 2023; Ord. M-4377 § 2(d), 2022)

20.950.030 Site Development and Design Standards.

A. *General Standards.*

1. Cottage housing developments may be allowed at up to two times the maximum density of the underlying zone, including any accessory dwelling units.

2. Cottage housing developments shall contain a minimum of four and a maximum of 12 units in a cluster; provided, that a cottage development may contain up to two clusters.

3. Each single-family cottage shall not exceed 1,600 square feet in total floor area, and each duplex cottage 3,000 square feet. Floor areas of attached or detached garages and outbuildings shall count towards these size limits, with the exception of the first 200 square feet of garage or outbuilding per single-family cottage, or 400 square feet per duplex. Existing single-family homes may remain on site but will be counted toward the total density.

4. Building heights may not exceed 25 feet within 50 feet of the project site perimeter, and 30 feet elsewhere in the site. Roofs higher than 18 feet shall be pitched at a ratio of at least 6:12.

5. Covered porches shall be at least 60 square feet, with no dimension less than five feet.

6. Buildings shall be set back at least 10 feet from the nearest public or private road, and at least five feet from other buildings. Building setbacks to exterior property lines shall be that of the underlying zoning district.

B. *Cottage Orientation.* Cottages must be clustered around a common courtyard and must meet the following standards:

1. At least 75 percent of the cottage units shall be located within 25 feet of a common courtyard, and shall have covered porches and main entries which face the common courtyard or an adjacent public street.

2. The planning official may at their discretion grant exceptions as needed to allow cottages abutting a public street at the site perimeter to face the street, and as needed in cases of very narrow or unusually configured project parcels may reduce the required percentage of lots located within 25 feet of the common courtyard to 50 percent.

C. *Common Courtyard Design Standards.* Each cottage cluster must share a common courtyard in order to provide a sense of openness and community of residents. Common courtyards must meet the following standards:

1. The common courtyard must contain a minimum of 200 square feet of usable open or congregating space per cottage unit within the associated cluster.

2. The common courtyard must be generally square or round, and no narrower than 15 feet wide at its narrowest dimension.

3. The common courtyard shall be developed with a mix of landscaping, lawn area, pedestrian paths, and/or paved courtyard area, and may also include recreational amenities. Impervious elements of the common courtyard shall not exceed 50 percent of the total common courtyard area.

4. Pedestrian paths must be included in a common courtyard. Parking areas, required setbacks, and driveways do not qualify as part of a common courtyard.

D. *Required Parking and Parking Design.*

1. *Required spaces.* Each dwelling unit shall include at least one parking space within the project area. On-street parking spaces abutting the project area may be counted towards this requirement.

2. *Common Parking Areas.* Parking may be located adjacent to an individual unit or in a common parking area. Common parking areas are subject to the following standards:

   a. Cottage cluster projects with fewer than 12 cottages are permitted parking clusters of not more than five contiguous spaces.

   b. Cottage cluster projects with 12 cottages or more are permitted parking clusters of not more than eight contiguous spaces.

   c. Parking clusters must be separated from other spaces by at least four feet of landscaping.

   d. Clustered parking areas may be covered.

3. *Parking location, access and screening.*

   a. Off-street parking areas with five or more spaces shall not be located within 20 feet from any property line that abuts a street other than an alley.

   b. No off-street parking space or vehicle maneuvering area is permitted between a property line that abuts a street (other than an alley) and the front façade of cottages located closest to that property line.

c. No off-street parking space is permitted within 10 feet of any other property line external to the cottage cluster, except property lines abutting an alley. Driveways and drive aisles are permitted within 10 feet of other external property lines.

d. Sight-obscuring landscaping, fencing, or walls at least three feet in height shall separate clustered parking areas and parking structures from common courtyards and property lines external to the cottage cluster.

E. *Pedestrian Access.*

1. A pedestrian path must be provided that connects the main entrance of each cottage to the following:

   a. The common courtyard;

   b. Shared parking or solid waste storage areas;

   c. Community buildings; and

   d. Sidewalks in public rights-of-way abutting the site or rights-of-way if there are no sidewalks.

2. The pedestrian path must be hard-surfaced and a minimum of three feet wide.

F. *Community Buildings.* Cottage cluster projects may include community buildings for the shared use of residents that provide space for accessory uses such as community meeting rooms, guest housing, exercise rooms, day care, community eating areas, community gardens, or picnic shelters. Community buildings must meet the following standards:

1. Each cottage cluster is permitted one community building.

2. The community building shall have a maximum floor area of 1,200 square feet.

G. *Maintenance of Common Areas.* The development application shall include a plan for ongoing maintenance of shared or common areas, including a mechanism for ensuring that the maintenance plan will be implemented.

H. *Solid Waste and Recycling Access and Collection.*

1. An access plan for solid waste and recycling collection service to all dwellings in the development shall be submitted with the application.

2. The access and collection plan shall show either a designated collection point for each lot or a common solid waste storage area for use by all lots and the ability of collection vehicles to maneuver

safely to all points of collection. All circulation and turnaround designs must meet the requirements of VMC 11.80.070 and the Transportation Standard Details and be feasible using city-provided solid waste truck turning modeling templates and truck specifications. Collection vehicles shall be able to circulate the development and service receptacles with minimal backing required.

3. Collection points and common solid waste storage areas shall be accessible to collection vehicles without requiring backing out of a driveway onto a public street. If only a single access is available to the storage area, adequate turning radius shall be provided to allow collection vehicles to safely exit the site in a forward motion.

4. Where collection is not feasible on each lot, one or more designated common solid waste storage areas, located no further than 150 feet from any dwelling it serves, shall be provided.

   a. Common outdoor solid waste storage areas must have a smaller gate, door or open walkway entrance for residents in addition to and separate from the service gate(s).

   b. The dimensions of the common solid waste storage area shall accommodate receptacles consistent with current methods of local collection and allow for pedestrian (driver and residents) access between receptacles. Plans shall show footprints of all intended receptacles using dimensions from city-provided solid waste receptacle standards.

   c. Outdoor common solid waste storage areas shall be enclosed by a screen comprised of a sight-obscuring wall, fence and/or vegetation. Service gate(s) shall allow access to haulers; they shall be capable of being secured in fully closed and open positions.

   d. Solid waste storage receptacles shall be clearly labeled to indicate the type of materials accepted.

   e. Common outdoor solid waste storage areas shall not be located in a side or rear yard setback that abuts property that is not within the same development; i.e., impacts of the location on neighboring properties is an important consideration. Every effort should be made to locate outdoor garbage and recycling areas so as to minimize their impacts on existing neighboring residential properties.

5. Designated collection points shall be located adjacent to alleys or streets but shall not obstruct sidewalks, bike lanes, or vision clearance triangles.

6. Maintenance of any private streets or alleys used for solid waste collection service shall be the responsibility of the property owners, and a maintenance agreement shall be recorded with the plat.

7. Each lot must have adequate storage space for carts when not set out for collection day. If lots do not have garages, driveways, or other suitable features for storing carts, individual or shared enclosure areas

must be provided and shown on plans. Receptacles and common storage areas must be screened from view and not located in the right-of-way or adjacent to existing neighboring properties. (Ord. M-4438 § 4(L), 2023; Ord. M-4402 § 3(CC), 2023; Ord. M-4377 § 2(d), 2022)

20.950.040 Approval Process.

Cottage cluster housing projects shall be reviewed under Chapter 20.320 VMC, Subdivisions, where individual lots are proposed to be owned separately, or as a Type II review subject to Chapter 20.270 VMC, Site Plan Review, where common ownership of lots is proposed. (Ord. M-4377 § 2(d), 2022)

CITY OF Vancouver WASHINGTON

Potential 2024 housing code changes

Rebecca Kennedy, Deputy Director, Community Development Department
Bryan Snodgrass, Principal Planner Community Development Department
July 15, 2024

Discussion Items:

- Expanded allowances for ADUs and duplexes
- Streamlined infill development standards
- Amended cottage cluster standards
- Potential creation of mobile home park zoning district

Expanded ADU and duplex allowances

- HB 1337 requires allowing two 1,000 SF ADUs per SFR lot
- HB 1110 requires allowing 4-6 unit middle housing developments on SFR lots
- Proposed 2024 changes would comply with new ADU requirements, and begin moving towards middle housing compliance by allowing duplexes

Streamlined infill standards

- Currently allows parcels of 2.5 acres or less to be divided into smaller lots than otherwise allowed. Likely rendered moot by new middle housing law.
- 2024 changes could eliminate requirement for neighborhood meeting before application submittal, and allow smaller lots more consistent with new middle housing law.

Amended cottage cluster standards

- Currently allows parent parcels of 20,000 SF or more in SFR zones to be divided into small lots with small cottages.
- Update would allow parent parcels of 10,000 SF or more.
- Update would also better clarify that cluster developments can consist of separate individual lots, not only single site plans

Potential new mobile home park (MHP) zone

- Role of mobile homes in providing lower cost housing and preservation of existing MHPs increasingly recognized
- New zone could allow long standing existing uses at Vancouver's 16 MHPs to continue, while limiting but not eliminating alternative uses currently allowed

Thank You

bryan.snodgrass@cityofvancouver.us 360-487-7946

Item #1.

Staff Report: 129-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/15/2024

SUBJECT Construction Acceptance - Water Station 7 Water Treatment Improvements

Key Points

- Water Station 7 is essential to the City's water system in providing safe, clean drinking water.
- This project replaced the water treatment systems with modern equipment.
- Stellar J Corporation exceeded the apprenticeship utilization goal of 3%.
- The contractor has completed construction and met all administrative requirements for project close out.

Strategic Plan Alignment

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community.

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

Present Situation

The existing Water Station 7 fluoridation and disinfection systems were replaced with modern equipment to meet current standards. The new systems serve the same purpose with additional safeguards. The sodium hypochlorite solution will be generated and stored within the existing plant utilizing salt, water and electricity. In March 2022, City Council approved a contract with Stellar J Corporation to complete this work.

The contractor has satisfactorily completed this project in accordance with the provided plans & specifications. Contract costs are summarized below:

TOTAL CONTRACT COSTS	
Labor, Equipment and Materials	$ 761,359.27
Sales Tax	$ 65,968.76
Total	$ 827,328.03
Retainage	$ 38,067.96

The final contract amount was roughly 20% higher than the original $687,701.64. Unforeseen changes were necessary during construction to improve the electrical service going out to the Clark PUD transformer to ensure the reliability of the new systems.

The Apprenticeship Utilization goal of 3% was exceeded with Stellar J Corporation and their subcontractors, delivering 453.0 apprentice hours out of the total 2,304 project hours.

Advantage(s)

1. Provides a new water treatment system replacing aging facilities.
2. Completes the City's contractual and statutory project acceptance process.
3. Formal acceptance allows for closure on third-party claims and facilitates contractor's release of retainage bond.

Disadvantage(s)

None

Budget Impact

Sufficient appropriation to fund this project was included in the 2023-2024 Water Capital Budget.

Prior Council Review

- Staff Report 031-22, Council approved bid award on March 7, 2022.
- Project approved in the 2021-2022 & 2023-2024 Water Capital Budgets.

Action Requested

Accept the Water Station 7 Water Treatment Improvements project as constructed by Stellar J Corporation of Woodland, WA and authorize release of bond, subject to receipt of all documentation required by law.

Patrick Craney, Water Resource Engineer, 360-487-7161

CITY OF Vancouver WASHINGTON

Staff Report: 130-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/15/2024

SUBJECT Bid Award - Sodium Fluoride Contract, per bid 24-33

Key Points

- Sodium Fluoride has been approved by the community in ordinance M-602.
- This contract will continue to provide a benefit to our customer, while following the requirements set by the WADOH.

Strategic Plan Alignment

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

Present Situation

On June 18, 2024, the City received two (2) bids for supplying and delivering sodium fluoride. The bids ranged from $841,338.00 to $1,074,150.00. The low bidder, Newco Inc., has been recommended for acceptance by staff.

SUMMARY OF BIDS	
BIDDER	**AMOUNT**
Newco Inc. DBA Cascade Columbia Distribution Co.	$841,338.00
Water Solutions Unlimited	$1,074,150.00
Engineers' Estimate	$550,000.00

Advantage(s)

This contract will provide the sodium fluoride needed to maintain the required fluoride levels in the city's water system as outlined by the WADOH.

Disadvantage(s)

If the contract is not awarded, we will not be able to add fluoride into the communities drinking water, per ordinance No. M-602.

Budget Impact

Sufficient appropriation is included in the current budget and will be carried into the next budget cycle.

Prior Council Review

Last contract approval was 6/24/19, Bid No. 19-5.

Action Requested

Award the bid amount of $841,338.00 ($2,580/ton) for purchase of Sodium Fluoride to the lowest bidder Newco Inc.

Brian Wilson, Operations Superintendent, 360-487-8275

ATTACHMENTS:

- ITB24-33 Supply & Delivery of Sodium Fluoride

City of Vancouver

INVITATION TO BID (ITB): 24-33
Supply & Delivery of Sodium Fluoride

Invitation to Bid Information:	Submit Bids to:
ITB NUMBER: 24-33 **ITB TITLE:** Supply & Delivery of Sodium Fluoride **DATE ISSUED:** Wednesday, May 29, 2024 **CONTACT PERSON:** Ashley Kunze **EMAIL ADDRESS:** ashley.kunze@cityofvancouver.us **QUESTION DEADLINE:** Thursday, June 6, 2024 **ADDENDUM DEADLINE:** Tuesday, June 11, 2024 **BID OPENING:** Tuesday, June 18, 2024	**Procurement Portal:** cityofvancouver.bonfirehub.com **For delivery in person, by courier, UPS of FedEx:** Attn: Procurement Services Vancouver City Hall 415 W. 6TH ST Vancouver, WA 98660 **For delivery by the US Postal Service:** Attn: Procurement Services City of Vancouver PO BOX 1995 Vancouver, WA 98668

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SECTION 1: INSTRUCTIONS TO BIDDERS

Notice is hereby given that sealed bids will be received by the City of Vancouver, Washington, for ITB #24-33 Supply & Delivery of Sodium Fluoride bids up to the hour of 11:00 a.m., Pacific Local Time**, June 18, 2024** and will publicly open and read aloud at that time on the same day in the Vancouver City Hall, 415 W 6th St, Vancouver, Washington and via an online platform.

Invitation to Bid packets may be examined or at: cityofvancouver.bonfirehub.com.

Questions or Requests for Clarification must be sent to Ashley Kunze, Procurement Specialist, via email to ashley.kunze@cityofvancouver.us and be received by 4:00 p.m. on **June 6, 2024**. Incomplete or late inquiries may not be considered. If required, an addendum addressing these matters will be issued by no later than 5:00 p.m. on **June 11, 2024.**

The City of Vancouver is committed to providing equal opportunities to State of Washington certified Minority, Disadvantaged and Women's Business Enterprises in contracting activities. (Section 4 of Chapter 56, Laws of 1975, 1st Ex. Sess., State of Washington).

The City of Vancouver in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252,42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that any contract entered into pursuant to this advertisement, 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.

The City reserves the right to cancel this Request or reject any and all proposals submitted or to waive any minor formalities of this call if the best interest of the City would be served.

____

Ashley Kunze, Procurement Specialist

BACKGROUND

The City of Vancouver encompasses 51.84 square miles, has an estimated 2020 population of 189,700 and is projected to exceed 200,000 within the next 10 years. The City is located on the I-5 corridor and extends along the shore of the Columbia River, 100 miles upstream from the Pacific Ocean. It lies directly across the river from Portland, Oregon and is the southwestern gateway to the State of Washington.

The City is responsible for vital municipal infrastructure and urban services. It builds and repairs roads, maintains water and sewer service, provides fire and police protection as well as parks & recreation programs, administers land use policy and takes an active role in Vancouver’s commercial and industrial development.

Vancouver has a Council/Manager form of government with a City Council comprised of the Mayor and six councilmembers who set policy and direction. The City Manager oversees the day-to-day operations of the City.

ANTICIPATED BID SCHEDULE

These dates are estimates and subject to change by the City.

Event	Date
Questions Due by 4:00pm PST	Thursday, June 6, 2024
Addendum Issuance by 5:00pm PST	Tuesday, June 11, 2024
Bid Opening at 11:00am PST	Tuesday, June 18, 2024

SCOPE OF SERVICES

This contract provides for the supply and delivery of Coarse Crystal Sodium Fluoride to be used by the City Water Department in water production and other work, all in accordance with these Contract Provisions, and the Technical Specifications.

SUBMITTAL INSTRUCTIONS

Bids shall be delivered by or before 11:00 a.m., Pacific Local Time, on June 18, 2024. The City will not accept any submittals after that day and time. Bidder accepts all responsibility and risk for method of delivery.

Bids are to be submitted to Procurement Services on the bid forms provided for this purpose, in a sealed container. The outside of envelope(s) or package(s) must clearly state the project name, Bid number, Bidder's name and return address, and the date and time of the Bid opening.

The Bid opening will be held in person and via an online platform. Contractors are invited to join in person, through the website, or by phone:

Online:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_M2Q0NjRkYmEtNTJlNS00NTFhLTk3MDUtYzM4MzVlYWJjYzIw%40thread.v2/0?context=%7b%22Tid%22%3a%22bf6d19b6-9266-4686-a93a-50b537dc583a%22%2c%22Oid%22%3a%22c58d7094-c394-48f9-9b8d-2dfaaf95cfd5%22%7d

By Phone:
(347) 941-5324
Meeting number (access code): 787831137#

Bidders may submit sealed bids online through the City of Vancouver's Procurement Portal cityofvancouver.bonfirehub.com or select one of the following options for delivery of the Bid proposal:

Delivery Address:
(In Person, Courier, UPS, or FedEx)
Procurement Services Manager
City of Vancouver
Customer Service Desk - 1st floor lobby
415 W. 6th Street
Vancouver, WA 98660

Mailing Address:
(USPS)
Procurement Services Manager
City of Vancouver
PO Box 1995
Vancouver, WA 98668

Bids delivered to locations other than as indicated in this document or received after the designated time will not be accepted.

It is the Bidder's responsibility to allow enough time for delivery to occur before the designated Bid due date and time. Please be advised that Bid deliveries requiring signature may not be delivered to Procurement Services in a timely manner as our receiving point is not staffed at all times and there may be no one available to sign at the time of delivery. Bids delivered to locations other than as indicated above or received after the designated time will not be accepted.

Bids submitted via FAX or EMAIL will not be accepted.

Bids will be opened and publicly read in person and via an online platform at the Vancouver City Hall, 415 W 6th Street, Vancouver, WA 98660 at the time and date specified. **Contractors are invited to join in person, through the website, or by phone:**

Online:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_M2Q0NjRkYmEtNTJlNS00NTFhLTk3MDUtYzM4MzVlYWJjYzIw%40thread.v2/0?context=%7b%22Tid%22%3a%22bf6d19b6-9266-4686-a93a-50b537dc583a%22%2c%22Oid%22%3a%22c58d7094-c394-48f9-9b8d-2dfaaf95cfd5%22%7d

By Phone:
(347) 941-5324
Meeting number (access code): 787831137#

No bidder may withdraw his/her bid after the hour set for the opening thereof, unless the award of contract is delayed for a period exceeding forty-five (45) days. If it is determined to be in the best interest of the City, the City reserves the right to request an extension of bid prices during the review process.

The City of Vancouver, at its sole discretion, reserves the right to cancel this invitation or reject any and all bids submitted or to waive any minor formalities if the best interests of the City would be served.

BIDDING DOCUMENTS

Bidding documents may be examined in Owner's office, Vancouver City Hall, 415 W 6th St, Vancouver Washington. Bidding documents may be obtained from the City of Vancouver Procurement Services website at: cityofvancouver.bonfirehub.com. These are available for viewing, downloading and printing on your own equipment, free of charge.

Bids shall be in accordance with the Plans, Specifications, General Conditions, Special Provisions and all other contract documents prepared for the above referenced project, on file in the office of Procurement Services, phone (360) 487-8430. Bid results may be obtained within 24 hours after the Public Bid Opening by accessing The City of Vancouver Procurement Services website at: cityofvancouver.bonfirehub.com. Bids are to be submitted to Procurement Services on the proposal forms provided for this purpose, in a sealed container. **The outside of envelope(s) or package(s) must clearly state the project name, Bid number, Bidder's name and return address, and the date and time of the Bid opening.**

ADDENDA

Questions or Requests for Clarification must be sent to Ashley Kunze, Procurement Specialist, via email to ashley.kunze@cityofvancouver.us and be received by 4:00 p.m. on **June 6, 2024**. Incomplete or late inquiries may not be considered. If required, an addendum addressing these matters will be issued by no later than 5:00 p.m. on **June 11, 2024.**

It is the sole responsibility of the Bidder to learn of and obtain any and all issued Addenda. Addenda may be obtained from the City of Vancouver Procurement Services website at: cityofvancouver.bonfirehub.com. The City of Vancouver accepts no responsibility or liability and will provide no accommodation to Bidders who fail to check for addenda and as a result, submit a non-responsive Bid submittal.

SECTION 2: TERMS AND CONDITIONS

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.

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 not obligated to any minimum or maximum quantities under this Agreement.

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

Contractor warrants that prices of materials set forth herein do not exceed those charged by the Contractor to any other customer purchasing the same under similar conditions and in like or similar quantities.

Unless otherwise specified herein, no additional charges by the Contractor will be allowed including, but not limited to: handling charges such as packing, wrapping, bags, containers; return and re-stocking fees due to vendor error.

SCHEDULE
Unless the City requests a change in schedule, the Contractor shall deliver the products and render the services by the "Delivery Date" stated on the signed purchase order.

In the event that the products 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 cancel the Purchase Order in its entirety. The City shall bear zero expense due to this breach.

DELIVERY
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 (including without limitation latent defects).

PAYMENT
Invoices will be paid at no more than net thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services, provided that all appropriate information has been listed on the invoice and necessary forms have been submitted. No payment shall be due prior to the City's receipt and acceptance of the items identified in the invoice thereof.

TERMINATION
The City intends to award this contract for a period of five (5) years. The maximum term of this contract is five (5) years.

The City, at its sole discretion, may terminate this Agreement for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

WARRANTIES

All products shall be warranted against defects or faulty workmanship and materials by the Contractor 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. 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. 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 warrantied 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 Agreement.

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.

ADJUSTMENTS

The City at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.

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 without express written authorization.

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.

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.

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.

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.

RELATION OF PARTIES
The Contractors, its subcontractors, agents, and employees are independent Contractors performing 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, subcontractors, agents and employees shall not have the authority to bind City any way except as may be specifically provided herein.

OWNERSHIP OF MATERIALS, WRITINGS AND PRODUCTS
All materials, writings, and products produced by Contractor in the course of performing this Agreement 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 materials, writing and products to the City; provided, however, that this clause does not apply to materials, writings, or products in which Contractor has a copyright interest prior to the date of this Agreement. A copy may be retained by the Contractor.

PROPRIETARY AND CONFIDENTIAL INFORMATION
The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 of the Revised Code of Washington ("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 information that Contractor has marked as "Proprietary and Confidential," 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 for withholding or delaying public disclosure of such information.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY
During the term of this Agreement, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

INDEMNIFICATION
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, or whatsoever kind or nature (including patent infringement or copyright claims) arising out of, or in connection with, or incident to, the performance of services 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 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 law. Contractor is an independent Contractor and responsible for the safety of employees.

INSURANCE

The Contractor agrees to furnish the City with a current Certificate of Insurance on the standard "ACORD" with the coverage's listed below:

$1,000,000.00 minimum/general liability per occurrence
$2,000,000.00 minimum/general aggregate
$1,000,000.00 minimum/automobile combined single limit (each accident)

City of Vancouver named as additional insured on the commercial general liability policy and an "additional insured" policy endorsement CG2012, CG2026 or equivalent must be included with the certificate of insurance

The certificate shall be made out to the City and be an original; no photocopies shall be accepted. The Certificate of Insurance shall provide the City be given 30 days advance notice of cancellation, non-renewal, or material change in coverage.

OTHER LIABILITIES

Contractor agrees to indemnify, defend, save, and hold harmless the City, its officials, employees and agents from all claims, suits, and actions of any nature arising out of or related to the products and activities of the Contractor, its officers, subcontractors, agents, or employers under this Agreement. Contractor will not indemnify any action that arises out of the control application or operation of their software that was created by a third party vendor.

WORKER'S COMPENSATION

The Contractor shall comply with the State Washington, Department of Labor and Industries Industrial Insurance program, for all of its employees who are required to be so covered by the laws of the State of Washington and in case any work is subcontracted, the Contractor shall require the subcontractor to provide worker's compensation insurance for all of its employees unless or to the extent that such employees are covered by the protection provided by the Contractor.

EMPLOYMENT SECURITY

The Contractor shall comply with all employment security laws of the State of Washington, and shall timely make all required payments in connection therewith.

INDEPENDENT CONTRACTOR

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

LICENSES AND SIMILAR AUTHORIZATIONS
The Contractor, at no expense to the City, shall be responsible to obtain all necessary licenses, permits, and similar legal authorizations required to perform the work associated with this Agreement.

In most cases, contractors will be required to get a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/contractors shall contact the State of Washington Business License Service (BLS) at: http://bls.dor.wa.gov/file.aspx, telephone 800-451-7985, or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

ENTIRE AGREEMENT
This Agreement incorporates all the agreements, covenants, and understanding between the parties, including but not limited to the City's invitation to bid and Vendor's response, including any and all promises, warranties, commitments, and representations made in the successful Bid, are binding and incorporated by reference in 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.

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 responded to the Invitation to Bid, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or Agreement 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 Agreement, 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 Agreement file a copy of this invitation and such agreement in accordance with RCW 39.34.040.

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.

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.

SECTION 3: BID SUBMITTAL REQUIREMENTS & PROCEDURE

BID SUBMITTAL CHECKLIST

The bidder's attention is especially called to the following forms, which must be executed in full as required. This checklist has been prepared and furnished to aid bidder in including all necessary supporting information with their bid. It is not guaranteed to be complete or accurate, and the responsibility for compliance with all bidding requirements remains with the bidder. Items in *bold* shall be submitted with your bid. Failure to do so, shall make your bid non-responsive.

- □ **BID FORM**

  Bids shall be completed and submitted on the bid forms provided.

- □ **ADDENDA ACKNOWLEDGEMENT FORM**

  The bidder must sign, where indicated on the last page of the bid documents, acknowledgement of any addenda prior to the bid opening. *Failure to comply with this provision will render the bid non-responsive and therefore void.*

  It is the sole responsibility of the Supplier to learn of Addendum, if any. Such information may be obtained from the City of Vancouver Procurement Services' website at: cityofvancouver.bonfirehub.com;

  However the sole responsibility for obtaining and learning of Addendum belongs to the Bidder. The City of Vancouver accepts no responsibility or liability and will provide no accommodation to bidders who fail to check for addendums and submit inadequate or incorrect responses.

REJECTED BIDS

The City will not be responsible for any errors in bids. Bidders will not be allowed to alter bids after the submittal deadline. The City may consider a bid irregular and reject it if any of the Bid Item prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Owner. Bids submitted must be complete and include pricing for the work to be completed, in whole, per the attached plans and specifications.

Qualified bids will be deemed non-responsive and will not be accepted.

The City reserves the right to adjust the scope of this work to match available funds. The City of Vancouver, at its sole discretion, reserves the right to cancel this invitation, reject any or all bids submitted, and to waive any minor formalities if deemed to be in the best interest of the City.

TIE BREAKING

After opening Bids, if two or more lowest responsive, responsible Bid totals are exactly equal, then the tie-breaker will be determined by a coin toss by the Procurement Manager or their designee before at least two (2) witnesses. Bidders shall choose “Heads” or “Tails” in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing prior to the Coin Flip. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive, responsible Bid are to participate.

CLAIM ERRORS
A Bidder who wishes to claim error after the Bids have been publicly opened and read shall promptly notify the City that an error occurred. The Bidder shall submit a declaration under penalty of perjury signed by the Bidder and accompanied by the work sheets used in the preparation of the Bid, requesting relief from the responsibilities of Award. The affidavit or declaration shall describe the specific error(s) and certify that the work sheets are the ones used in preparing the Bid.

BID VALIDITY
Bidders may not alter their bid prices after the hour set for the public Bid Opening, unless the award of contract is delayed for more than forty-five (45) days. The City reserves the right to request an extension of time for firm bid prices during any such delay to allow for the review process.

BID EVALUATION
Bids will be evaluated by the City to determine which Bid, if any, should be accepted in the best interest of the City.

1. Responsiveness. The City will consider all the material submitted by the Bidder to determine whether the Bidder's offering is in compliance with the terms and conditions set forth in this Bid.

2. Responsibility. The City will consider all the material submitted by the Bidder, and other evidence may be obtained otherwise, to determine whether the Bidder is capable of and has a history of successfully completing orders of this type. This may include requiring the Bidder to provide references from previous customers who have been provided the same or equivalent goods or services. References shall include the names and addresses of the parties to whom such goods or services were provided, and the name and phone number of contact persons with such parties.

In determining lowest most responsible bidder, in addition to price, the following may be considered:

1. The ability, capacity, and skill of the bidder to perform the Bid;
2. Whether the bidder can perform the contract promptly, or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
4. The quality of performance of any previous order or contract by the bidder;
5. The previous and existing compliance by the bidder with laws and ordinances relating to material purchases;
6. The sufficiency of the financial resources and ability of the bidder to perform the Bid;
7. The quality, availability, and adaptability of the materials supplied or equipment to the particular use required;
8. The ability of the bidder to provide future maintenance and service for the use of the subject of the Bid;

BID AWARD
The lowest Bid of a responsible bidder shall be determined as set forth in this Invitation to Bid. Council award, if required, and a purchase order, will evidence the acceptance of contract. No other act of the City shall constitute acceptance of a contract. The attached Agreement containing our terms and conditions (T&C's) are meant to be non-negotiable, but may be modified at the City's sole discretion. Any concerns with said T&C's must be addressed by the deadline established for questions and request for

clarifications. The City will review all concerns but is not obligated to change any part of said T&C's. Request to modify the T&C's after the proposal's closing date and time will not be considered, and your proposal shall be rejected for non-responsiveness.

PROTESTS

Pre-Bid or Solicitation Phase Protest

The City must receive such a protest at least five (5) Days prior to the bid opening or proposal/qualifications due date. These protests are to be submitted to the Procurement Specialist overseeing the project.

Upon receipt of the protest the Procurement Specialist shall review the concerns outlined and consult with the necessary parties as need. The Procurement Specialist shall reply to the protest within three (3) Days.

Pre-Award Protest

The City must receive such a protest within three (3) Days after bid opening or notification of intent to award for Request for Proposals/Qualifications. These protests are to be submitted to the Procurement Manager. Copies of the protest may be provided to the bidder against whom the protest is made if they are not copied on the original protest. At that time, the bidder whom the protest is made against can respond in writing to the Procurement Manager, within two (2) business days to the issues brought forward by the Protestor.

The Procurement Manager, upon receipt of the protest, shall review all of the issues brought forward in the protest and consult with the necessary parties as needed. All available facts will be considered. The Procurement Manager shall respond, in writing, to all parties within ten (10) Days after receipt of the protest. If more time is necessary to complete a thorough review the Procurement Manager will notify all parties involved.

The Procurement Manager shall not award the project to anyone other than the protesting bidder without first providing at least two (2) Days' written notice of the City's intent to award.

For more information, see the City of Vancouver Procurement's Protest Policy at
https://www.cityofvancouver.us/business/procurement-services/

BID FORM

To the City Council
City of Vancouver
Vancouver, Washington 98660

The undersigned hereby certifies that the locations and construction details of work outlined in the Plans and Specifications have been personally examined for the:

This contract provides for the supply and delivery of Coarse Crystal Sodium Fluoride to be used by the City Water Department in water production and other work, all in accordance with these Contract Provisions, and the Technical Specifications. The item must meet or exceed the attached City of Vancouver specifications. Washington State sales tax is not applicable on this product requirement for drinking water usage.

This bid proposal will be for approximately **300 tons** of Coarse Crystal Sodium Fluoride for the 5-year period of the contract. Bidders are hereby advised that the quantities shown are **ESTIMATES ONLY**, and the ultimate amount may be **CONSIDERABLY MORE OR CONSIDERABLY LESS** than the estimates shown. The estimated quantities are being established to facilitate a basis for the award of bid.

The product is to be delivered as follows: Approximately 24 tons (truck load) as needed. All fluoride products are to be supplied in 50-pound bags. A separate purchase order will be issued for each shipment.

An affidavit of compliance (from either the manufacturer or the distributor) must be submitted with the proposal, stating that the material, supplied under this specification, complies with ANSI/AWWA STANDARD B701-11, or the latest revision thereof. The affidavit must include the expiration date of the above certifications.

Prices must be firm for 12 months from the date of award (approx.). A separate purchase order will be issued for each shipment.

All bids must be F.O.B. Vancouver, Washington, delivered to the City of Vancouver Operations Center Warehouse, 4711 E. Fourth Plain Blvd., Vancouver, Washington 98661 or as specified. Twenty-four hour notice, prior to shipping is required by the City. Please call (360) 487-8288 to confirm shipping date and time.

Bidder certifies they have read and thoroughly understand the Specifications and contract governing the purchase and the method by which payment will be made for said work and hereby propose to undertake and complete requirements in accordance with said Contract and at the following schedule of rates and prices.

The City reserves the right to adjust the scope of this work to match available funds, including if necessary, the elimination of specific work or all work associated with specific buildings included in this Invitation to Bid.

NOTE:

- Show prices in legible figures (not words) written in ink or typed, and expressed in U.S. dollars and cents.
- Where conflict occurs unit price shall prevail.

- Unit Prices required for all non-Lump Sum bid items.
- The Total Price for Non-Lump Sum Bid Items should be calculated as follow:
  - Approx. Quantity (as listed for that bid item) x Unit Price = Total Price
- Your proposal will be considered irregular and will be rejected if the unit price is left blank and a price per unit cannot be determined by equally dividing the “Approx. Quantity” into the Total Price and rounding the result to the nearest two decimal places.
- Your Bid shall be considered *non-responsive* and therefore, void if:
  - Figures are illegible
  - Minimum proposal requirements are not met (when applicable)
  - Bid is qualified or conditions are added to your Bid.

Item	**Description**	**Approx. Quantity**	**Unit Price**	**Total Cost**
1.	Coarse Crystal Sodium Fluoride per Attached Specifications	300 Tons	**$**	**$**
			Grand Total	**$**

Ordered products shall be delivered within **<u>thirty</u> (30) calendar days** from receipt of our Purchase Order. Shorter delivery time is encouraged. Bids with longer delivery time will be rejected as non-responsive.

DELIVERY WILL BE MADE WITHIN ______________CALENDAR DAYS AFTER RECEIPT OF PURCHASE ORDER.

The following Addendum/Addenda is/are hereby acknowledged:

Addendum No.	Date of Addendum/Addenda	Signed Acknowledgment

1. ____
2. ____
3. ____
4. ____

NOTE: **Failure to acknowledge any issued Addenda will render proposal non-responsive and therefore void.** It is the sole responsibility of the Bidder to learn of Addendum, if any. Such information may be obtained from the City of Vancouver Procurement Services' website at: cityofvancouver.bonfirehub.com

The undersigned, under penalty of perjury, hereby certifies that said person(s), firm, association, LLC, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

The undersigned declares that before preparing their bid, they read carefully the specifications and requirements for bidders and that their bid is made with the full knowledge of the kind, quality and quantity of services and equipment to be furnished, and their said bid is as stated on these pages.

By signing this page of the bid, the bidder acknowledges that the documents enclosed are hereby incorporated by reference and upon award constitute a contract between the undersigned and the City of Vancouver.

Authorized Official (Signature)	Date
Printed Name of Authorized Official	Title of Authorized Official
Company Name	Federal Employee I.D. #
Address	City, State, Zip
E-mail Address	Telephone Number

NOTE:

1. If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
2. If the bidder is a corporation or LLC, this proposal must be executed by a duly authorized official.
3. Bids submitted must be complete and include pricing for the work to be completed, in whole, per the attached plans and specifications.

TECHNICAL SPECIFICATIONS

Sodium Fluoride

All sodium fluoride supplied to the City of Vancouver shall conform to the American Water Works Association Standard ANSI/AWWA B701-11 or the latest revision thereof. It shall be a **COARSE CRYSTALLINE** grade and designated for use in the treatment of potable water supplies. It shall contain no stones, sticks, paper, or other foreign matter, 98.5% purity. Fluoride supplied may be either domestic or foreign in origin.

The sodium fluoride **SHALL NOT** contain other soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming the drinking water that has been properly treated with sodium fluoride. The sodium fluoride supplied shall be a dry, coarse crystalline material containing **NO LUMPS**.

Packages shall have the name of the compound, net weight of the contents, the name of the manufacturer, notation that the compound carries ANSI/NSF 60 certification, a lot number, and the brand name, and other markings as required by law. Each package is also to be identified with a RED BAND (minimum 3" wide red band) around the middle of the bag and shall bear a warning label worded as follows:

**"WARNING!!! POISONOUS IF SWALLOWED OR INHALED.
AVOID BREATHING THE DUST. WASH THOROUGHLY AFTER HANDLING, CLEAN UP SPILLAGE IMMEDIATELY, WEAR RESPIRATOR AND GOGGLES WHILE HANDLING THIS MATERIAL".**

ANTIDOTE: GET IMMEDIATE MEDICAL ATTENTION!!!

Packaging Information for Suppliers

Sodium fluoride supplied to the City of Vancouver shall be shipped in multi-walled, heavy duty paper bags with polyethylene inner liners. The bags shall contain fifty (50) pounds of fluoride each and shall be kept dry and undamaged (torn and/or leaking bags shall be rejected). Net weight of contents in bags shall not vary (deviate) by more than 2.5% plus or minus. Bags with side pour spouts will NOT be accepted.

When the shipment arrives, the bags shall be neatly arranged in a position fully on standard wooden pallets (approx. 44" x 44") suitable for warehouse storage. There shall be no more than one ton (40 bags) on each pallet and each pallet **SHALL BE POLY-WRAPPED** to guard against broken bags and hardening of the contents due to exposure to moisture (pallets to be supplied by the manufacturer or distributor).

Any spillage, due to bags damaged in shipment, shall be the supplier's responsibility to clean up, dispose of the waste, and replace quantity damaged during shipping.

Shipments shall be delivered to the City of Vancouver Warehouse, located at 4711 E Fourth Plain Boulevard, Vancouver, Washington, 98661. Please call **(360) 487-8288**, at least 24 hours prior to delivery to allow for receiving arrangements. The fluoride will be unloaded by city employees.

Fluoride must be stored in a local warehouse, in the greater Portland-Vancouver area, to enable the City to have quick accessibility (*20 working days maximum*) to the product.

***NOTE*: Please make sure that the delivery truck is forklift-accessible (i.e.: easily unloaded with a forklift truck) otherwise the shipment will be rejected.**

Material Removal

If the sodium fluoride supplied fails to meet the requirements of these specifications, the A.W.W.A. Standard B701-11, ANSI/NSF 60 and the City of Vancouver's intended needs, the vendor (supplier) shall bear the expense to remove the same materials from the City premises and shall replace it with a like amount of satisfactory sodium fluoride or make a price adjustment that is acceptable to the City of Vancouver.

Affidavit Requirement

An affidavit of compliance (from either the manufacturer or the distributor) is required, stating that the material, supplied under this specification, complies with AWWA STANDARD B701-11, or the latest revision thereof, and is ANSI/NSF 60 certified. If the certification expires during the life of the contract a new affidavit of compliance is required prior to the next shipment.

Material Safety Data Sheets

The supplier shall furnish Material Safety Data Sheets for the Sodium Fluoride immediately upon the first delivery. The Material Safety Data Sheets shall be updated as required by law or if warranted by any manufacturer or product change.

Staff Report: 131-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/15/2024

SUBJECT Contract Amendment - Lead-Free Brass Fittings & Related Products for C-100892

Key Points

The contract for brass fitting and related products is essential for maintaining the water system. The parts are used to repair and maintain the integrity of the water system so that we can continue to provide safe and reliable water to the community.

Strategic Plan Alignment

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

Present Situation

Contract ITB #22-17: Lead -Free Brass Fittings & Related Products was awarded to Western Water Works Supply Co Inc. in April 2022 for $300,000 over a period of five years. The previous 5-year contract was approved for $1 million.

These are regularly stocked and utilized parts in the water system and there have been issues with supply and demand on these brass fittings. Because of that, Operations Warehouse staff have been ordering replacement parts early to help keep inventory at acceptable levels.

To maintain acceptable levels of service, an increase of $500,000 is requested to be added to the remainder of this contract. With this it is anticipated to provide sufficient appropriation for the remaining 3 years of the contract.

Advantage(s)

1. Keep supplies stocked to ensure staff's ability to maintain and repair the water system as needed in a timely manner.
2. Supply safe and reliable water to the community for consumption and fire protection.

Disadvantage(s)

None

Budget Impact

Sufficient appropriation is available in the adopted 2024 budget.

Prior Council Review

None

Action Requested

Authorize an increase to contract C-100892 with Western Water Works Supply Co Inc., for $500,000.

Brian Wilson, Operations Superintendent, 360-487-8275

ATTACHMENTS:

- Amendment 1
- Amendment 1 Correction Letter
- Amendment 2
- ITB 22-17 Lead-Free Brass Fittings
- Western Water Works Contract C-100892

11/9/2023

Western Water Works Supply Co.
Bailey Faria
19495 SW Teton Ave
Tualatin, OR 97062

Re: ITB 22-17: Lead Free Brass Fittings & Related Products

Greetings Bailey,

Regarding the October 24th, 2023 price increase to of 7%, we have reviewed all materials and supporting information provided.

For any additional issues, please feel free to reach out to me, Ashley.Kunze@cityofvancouver.us or (360) 487-8426.

Sincerely,

Ashley Kunze, Procurement Services

cc: Brian Wilson, Project Manager
Bailey.Faria@wwwsco.com
File

2/29/2024

Western Water Works Supply Co.
Bailey Faria
19495 SW Teton Ave
Tualatin, OR 97062

RE: ITB 22-17: Lead Free Brass Fittings & Related Products

Dear Bailey:

This is a correction letter to the letter you received dated 11/9/2023 regarding the approval of the price increase for Lead Free Brass Fittings & Related Products.

The letter stated we approved the 7% price increase. The correct approved amount was 7.5%. The excel sheet with the adjusted prices was correct though.

Please let me know if there are any questions. I can be reached at Michael.Woods@cityofvancouver.us or 360-487-8419.

Sincerely,

Michael Woods

Michael Woods, Senior Procurement Specialist

cc: Brian Wilson, Project Manager
File

PURCHASE AGREEMENT #C-100892

AMENDMENT No. 2

Lead-Free Brass Fitting & Related Products Question Section A/B

This Agreement amends the Agreement number C-10892 by and between the City of Vancouver, hereinafter referred to as "City", and Western Water Works Supply Co. hereinafter referred to as "Vendor ", whose address is 5831 Pine Ave, Chino Hills, CA 91709 for Lead-Free Brass Fitting & Related Products Question Section A/B.

This amendment amends the original agreement as follows:

1. Increase authorized amount of contract C-100892 by $500,000 to a revised authorized amount of $800,000.

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

CITY OF VANCOUVER A municipal corporation	**CONTRACTOR:** Western Water Works Supply Co.
______________________ Eric Holmes, City Manager	______________________ Signature
______________________ Date	______________________ Printed Name /Title
Attest:	______________________ Date
______________________ Natasha Ramras, City Clerk	
Approved as to form:	
______________________ Johnathan Young, City Attorney	

City of Vancouver
INVITATION TO BID (ITB): 22-17
Lead-Free Brass Fittings & Related Products

<u>**Invitation to Bid Information:**</u>	<u>**Submit Bids to:**</u>
ITB NUMBER: 22-17 **ITB TITLE: Lead-Free Brass Fittings & Related Products** **DATE ISSUED: 3/4/2022** **CONTACT PERSON: James Nieman** **EMAIL ADDRESS: james.nieman@cityofvancouver.us** **PROJECT MANAGER: Brian Wilson** **Questions Due: 3/16/2022** **BID DUE: 3/29/2022**	**Procurement Portal:** cityofvancouver.bonfirehub.com **For UPS or FedEx:** Attn: Procurement Services Vancouver City Hall 415 W. 6TH ST Vancouver, WA 98660 **For delivery by the US Postal Service:** Attn: Procurement Services City of Vancouver PO BOX 1995 Vancouver, WA 98668 *Please refer to Section I: Instructions to Bidders, Submittal Instructions for further information.

Table of Contents

SECTION 1: INSTRUCTIONS TO BIDDERS

Notice is hereby given that bids will be received by the City of Vancouver, Washington, for lead-free brass fittings and related products.

Invitation to Bid packets may be examined at: cityofvancouver.bonfirehub.com.

Questions or Requests for Clarification must be sent to James Nieman, Procurement Specialist, via email to james.nieman@cityofvancouver.us and be received by 5:00 p.m. on **Wednesday, March 16, 2022**. Incomplete or late inquiries may not be considered. If required, an addendum addressing these matters will be issued by no later than 5:00 p.m. on **Tuesday, March 22, 2022.**

Sealed bids must be received by the City no later than 11:00 AM (Pacific Time) **Tuesday, March 29, 2022**. Submissions received after the specified time will not be accepted. The City of Vancouver is not responsible for delays in delivery.

The City of Vancouver is committed to providing equal opportunities to State of Washington certified Minority, Disadvantaged and Women's Business Enterprises in contracting activities. (Section 4 of Chapter 56, Laws of 1975, 1st Ex. Sess., State of Washington).

The City of Vancouver in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252,42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that any contract entered into pursuant to this advertisement, 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.

The City reserves the right to cancel this Request or reject any and all proposals submitted or to waive any minor formalities of this call if the best interest of the City would be served.

____

James Nieman, Procurement Specialist

BACKGROUND

The City of Vancouver encompasses 48.61 square miles, has an estimated 2016 population of 173,500 and is projected to exceed 200,000 within the next 10 years. The City is located on the I-5 corridor and extends along the shore of the Columbia River, 100 miles upstream from the Pacific Ocean. It lies directly across the river from Portland, Oregon and is the southwestern gateway to the State of Washington.

The City is responsible for vital municipal infrastructure and urban services. It builds and repairs roads, maintains water and sewer service, provides fire and police protection as well as parks & recreation programs, administers land use policy and takes an active role in Vancouver's commercial and industrial development.

Vancouver has a Council/Manager form of government with a City Council comprised of the Mayor and six councilmembers who set policy and direction. The City Manager oversees the day-to-day operations of the City.

ANTICIPATED BID SCHEDULE

These dates are estimates and subject to change by the City.

Event	Date
Questions Due by 5:00pm PST	**3/16/2022**
Addendum Issuance by 5:00pm PST	**3/22/2022**
Bid Opening at 11:00am PST	**3/29/2022**

SCOPE OF SERVICES

This contract provides for the purchase and delivery of lead-free brass fittings and related products on an "as needed" basis, in accordance with the technical specifications.

This bid comprises of three (3) parts: Schedule A (Specified Waterworks Lead-Free Brass Fittings), Schedule B (Specified Lead-Free Standard Brass Fittings), and Schedule C (Lead-Free Brass Fittings not listed on either Schedules A or B). This bid may result in three (3) contract awards – one for Schedule A, one for Schedule B, and another one for Schedule C.

The undersigned bidder agrees to provide the following items listed under Schedule A and/or Schedule B as specified, and provide a discount percentage from published list prices on unspecified fittings not listed on either schedules A or Schedule B.

Bidders must provide responses to all items under Schedule A and/or B. Each Schedules A and B will be awarded as all or nothing. This means that you must provide your bid for each line item on Schedule A and/or B, Proposal pages 15 through 25, or your bid will be deemed non-responsive and will be rejected.

All items must meet or exceed the attached City of Vancouver specifications.

For Schedule C, vendor must provide current published list prices with their submittal, and when these list prices are updated and published.

Brand names and numbers specified are for the purpose of indicating the desired quality, performance, and use. Vendors may offer other brands of comparable or better quality, performance, and use. Any bidding firm offering a brand which may not be of equal quality, performance, and use to that specified should accompany their request with a corresponding cut sheet/blueprint for that specific item. Descriptive literature shall also be submitted, when available. Deviation from the minimum specification must be clearly pointed out.

If you are interested in presenting an alternate product, the items must be received by March 16, 2022 at 3:00 p.m. The City, at its sole discretion, will determine if the product/s submitted meet/s the requirements outlined in this solicitation. An addendum will be issued, if needed, by March 22, 2022 listing all approved equals, if any.

Substitution requests for bid items must be sent to:

City of Vancouver Operations, Attn: Brian Wilson, 4711 E. Fourth Plain Blvd., Vancouver, WA 98661

Each submitted alternate item for review and approval must be tagged properly and clearly identifies the corresponding item number from the Proposal pages (16 through 28), the appropriate Schedule (A or B), product name and part number, size, and manufacturer name. The product identifier must be securely attached to the corresponding fitting with a wire tag or zip tie. Failure to identify a submitted (alternate) item properly may disqualify the item from review and approval.

Sample products must be shipped back to their owner after the review, at the owner's expense. Appropriate return arrangements shall be made with the department contact person receiving the sample alternate products.

SUBMITTAL INSTRUCTIONS

Bids shall be delivered or submitted by or before 11:00 a.m., Pacific Local Time, on 3/29/2022. The City will not accept any submittals after that day and time. Bidder accepts all responsibility and risk for method of delivery.

Hard copy bids are to be submitted to Procurement Services on the bid forms provided for this purpose, in a sealed container. The outside of envelope(s) or package(s) must clearly state the project name, Bid number, Bidder's name and return address, and the date and time of the Bid opening.

The Bid opening will be held via an online platform. Contractors are invited to join through the website or by phone:

Online:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_NGE1NWNhNjQtZjg0OS00N2MzLTk3YmItZDkzMDMwM2Q2NjQ5%40thread.v2/0?context=%7b%22Tid%22%3a%22bf6d19b6-9266-4686-a93a-50b537dc583a%22%2c%22Oid%22%3a%22c58d7094-c394-48f9-9b8d-2dfaaf95cfd5%22%7d

By Phone:
(347) 941-5324
Meeting number (access code): 787831137#

Please select one of the following options for delivery of the Bid proposal:

For delivery via UPS or FedEx, please use the following physical address:

Vancouver City Hall
Customer Service
Attn: Procurement Services
415 W 6th St
Vancouver WA 98660

For delivery by the US Postal Service, please use the following mailing address:

City of Vancouver
Attn: Procurement Services

PO Box 1995
Vancouver WA 98668

For online submission, please navigate to the City's online procurement portal located at:

http://cityofvancouver.bonfirehub.com/

Bids delivered to locations other than as indicated in this document or received after the designated time will not be accepted.

It is the Bidder's responsibility to allow enough time for delivery to occur before the designated Bid due date and time. Please be advised that Bid deliveries requiring signature may not be delivered to Procurement Services in a timely manner as our receiving point is not staffed at all times and there may be no one available to sign at the time of delivery. Bids delivered to locations other than as indicated above or received after the designated time will not be accepted. **Bids submitted IN PERSON, via FAX or EMAIL will not be accepted**.

No bidder may withdraw his/her bid after the hour set for the opening thereof, unless the award of contract is delayed for a period exceeding forty-five (45) days. If it is determined to be in the best interest of the City, the City reserves the right to request an extension of bid prices during the review process.

The City of Vancouver, at its sole discretion, reserves the right to cancel this invitation or reject any and all bids submitted or to waive any minor formalities if the best interests of the City would be served.

BIDDING DOCUMENTS
Bidding documents may be obtained from the City of Vancouver Procurement Services website at: cityofvancouver.bonfirehub.com. These are available for viewing, downloading and printing on your own equipment.

Bids shall be in accordance with the Plans, Specifications, General Conditions, Special Provisions and all other contract documents prepared for the above referenced project, on file in the office of Procurement Services, phone (360) 487-8430. Bid results may be obtained within 24 hours after the Public Bid Opening by accessing The City of Vancouver Procurement Services website at: cityofvancouver.bonfirehub.com. Hard copy bids are to be submitted to Procurement Services on the proposal forms provided for this purpose, in a sealed container. **The outside of envelope(s) or package(s) must clearly state the project name, Bid number, Bidder's name and return address, and the date and time of the Bid opening.** Alternatively, the bid may be submitted online only, without a hard copy submission.

ADDENDA
All project-specific questions, requests for clarification, and requests for substitutions must be submitted in writing, via email, or samples shipped as described above by 3/16/2022 to James Nieman at james.nieman@cityofvancouver.us. If required, an addendum will be prepared and issued by the City of Vancouver no later than 3/22/2022.

It is the sole responsibility of the Bidder to learn of and obtain any and all issued Addenda. Addenda may be obtained from the City of Vancouver Procurement Services website at: cityofvancouver.bonfirehub.com. The City of Vancouver accepts no responsibility or liability and will provide no accommodation to Bidders who fail to check for addenda and as a result, submit a non-responsive Bid submittal.

SECTION 2: TERMS AND CONDITIONS

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.

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 not obligated to any minimum or maximum quantities under this Agreement.

PRICES

Proposed prices outlined herein must be valid for three (3) months from the effective date of this Agreement. Price adjustments may be requested for consideration for each three-month period thereafter; the City, at its sole discretion, may approve that request. Requests submitted after the three-month effective date will not be reviewed until the next review period. Request for price increases shall be supported by documentation showing increased cost at the manufacturer's level. Contractor shall submit the request for consideration, together with supporting documentation, before each subsequent three-month period starting from the anniversary date of the Agreement. The City will review the request and at its sole discretion make a decision. If accepted, the adjustment shall become effective on the three-month anniversary date of the Agreement and will be firm for the remainder of the contracted period or until approved at the next three-month interval. After the two-year contract anniversary, price adjustments will be considered every six (6) months in the same manner as above. All adjustments will be authorized by written contract amendment.

Adjustments to pricing shall be the result of increases at the manufacturer's level (cost to the contractor) incurred after contract commencement date, not produce a higher profit margin than that on the original contract, and clearly identify the items impacted by the increase.

During the term of the contract, should the Contractor realize any declines at the manufacturer's level (cost to the Contractor), or cost reductions, the Contractor shall immediately request that an amendment to the Contract be made to provide a reduction to price. Price decreases may be considered and implemented at any time upon mutual consent of the parties.

Unless otherwise specified herein, no additional charges by the Contractor will be allowed including, but not limited to: handling charges such as packing, wrapping, bags, containers; return and re-stocking fees due to vendor error.

SCHEDULE

Unless the City requests a change in schedule, the Contractor shall deliver the products and render the services within sixty (60) days of the signed purchase order.

In the event that the products 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 cancel the Purchase Order in its entirety. The City shall bear zero expense due to this breach.

DELIVERY

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 (including without limitation latent defects).

PAYMENT

Invoices will be paid at no more than net thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services, provided that all appropriate information has been listed on the invoice and necessary forms have been submitted. No payment shall be due prior to the City's receipt and acceptance of the items identified in the invoice thereof.

TERMINATION

The City intends to award this contract for a period of five (5) years. The maximum term of this contract is five (5) years.

The City, at its sole discretion, may terminate this Agreement for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

WARRANTIES

All products shall be warranted against defects or faulty workmanship and materials by the Contractor 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. 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. 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 warrantied 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 Agreement.

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.

ADJUSTMENTS

The City at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.

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 without express written authorization.

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.

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.

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.

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.

RELATION OF PARTIES
The Contractors, its subcontractors, agents, and employees are independent Contractors performing 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, subcontractors, agents and employees shall not have the authority to bind City any way except as may be specifically provided herein.

OWNERSHIP OF MATERIALS, WRITINGS AND PRODUCTS
All materials, writings, and products produced by Contractor in the course of performing this Agreement 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 materials, writing and products to the City; provided, however, that this clause does not apply to materials, writings, or products in which Contractor has a copyright interest prior to the date of this Agreement. A copy may be retained by the Contractor.

PROPRIETARY AND CONFIDENTIAL INFORMATION
The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 of the Revised Code of Washington ("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 information that Contractor has marked as "Proprietary and Confidential," 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 for withholding or delaying public disclosure of such information.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

During the term of this Agreement, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

INDEMNIFICATION

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, or whatsoever kind or nature (including patent infringement or copyright claims) arising out of, or in connection with, or incident to, the performance of services 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 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 law. Contractor is an independent Contractor and responsible for the safety of employees.

INSURANCE

The Contractor agrees to furnish the City with a current Certificate of Insurance on the standard "ACORD" with the coverage's listed below:

$1,000,000.00 minimum/general liability per occurrence
$2,000,000.00 minimum/general aggregate
$1,000,000.00 minimum/automobile combined single limit (each accident)

City of Vancouver named as additional insured on the commercial general liability policy and an "additional insured" policy endorsement CG2012, CG2026 or equivalent must be included with the certificate of insurance

The certificate shall be made out to the City and be an original; no photocopies shall be accepted. The Certificate of Insurance shall provide the City be given 30 days advance notice of cancellation, non-renewal, or material change in coverage.

OTHER LIABILITIES

Contractor agrees to indemnify, defend, save, and hold harmless the City, its officials, employees and agents from all claims, suits, and actions of any nature arising out of or related to the products and activities of the Contractor, its officers, subcontractors, agents, or employers under this Agreement. Contractor will not indemnify any action that arises out of the control application or operation of their software that was created by a third party vendor.

WORKER'S COMPENSATION
The Contractor shall comply with the State Washington, Department of Labor and Industries Industrial Insurance program, for all of its employees who are required to be so covered by the laws of the State of Washington and in case any work is subcontracted, the Contractor shall require the subcontractor to provide worker's compensation insurance for all of its employees unless or to the extent that such employees are covered by the protection provided by the Contractor.

EMPLOYMENT SECURITY
The Contractor shall comply with all employment security laws of the State of Washington, and shall timely make all required payments in connection therewith.

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

LICENSES AND SIMILAR AUTHORIZATIONS
The Contractor, at no expense to the City, shall be responsible to obtain all necessary licenses, permits, and similar legal authorizations required to perform the work associated with this Agreement.

In most cases, contractors will be required to get a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/contractors shall contact the State of Washington Business License Service (BLS) at: http://bls.dor.wa.gov/file.aspx, telephone 800-451-7985, or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

ENTIRE AGREEMENT
This Agreement incorporates all the agreements, covenants, and understanding between the parties, including but not limited to the City's invitation to bid and Vendor's response, including any and all promises, warranties, commitments, and representations made in the successful Bid, are binding and incorporated by reference in 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.

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 responded to the Invitation to Bid, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or Agreement 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 Agreement, 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 Agreement file a copy of this invitation and such agreement in accordance with RCW 39.34.040.

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.

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.

SECTION 3: BID SUBMITTAL REQUIREMENTS & PROCEDURE

BID SUBMITTAL CHECKLIST

The bidder's attention is especially called to the following forms, which must be executed in full as required. This checklist has been prepared and furnished to aid bidder in including all necessary supporting information with their bid. It is not guaranteed to be complete or accurate, and the responsibility for compliance with all bidding requirements remains with the bidder. Items in *bold* shall be submitted with your bid. Failure to do so, shall make your bid non-responsive.

- □ **BID FORM**
  Bids shall be completed and submitted on the bid forms provided.

- □ **ADDENDA ACKNOWLEDGEMENT FORM**
  The bidder must sign, where indicated on the last page of the bid documents, acknowledgement of any addenda prior to the bid opening. *Failure to comply with this provision will render the bid non-responsive and therefore void.*

  It is the sole responsibility of the Supplier to learn of Addendum, if any. Such information may be obtained from the City of Vancouver Procurement Services' website at: cityofvancouver.bonfirehub.com;

  However the sole responsibility for obtaining and learning of Addendum belongs to the Bidder. The City of Vancouver accepts no responsibility or liability and will provide no accommodation to bidders who fail to check for addendums and submit inadequate or incorrect responses.

REJECTED BIDS

The City will not be responsible for any errors in bids. Bidders will not be allowed to alter bids after the submittal deadline. The City may consider a bid irregular and reject it if any of the Bid Item prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Owner. Bids submitted must be complete and include pricing for the work to be completed, in whole, per the attached plans and specifications.

Qualified bids will be deemed non-responsive and will not be accepted.

The City reserves the right to adjust the scope of this work to match available funds. The City of Vancouver, at its sole discretion, reserves the right to cancel this invitation, reject any or all bids submitted, and to waive any minor formalities if deemed to be in the best interest of the City.

BID VALIDITY

Bidders may not alter their bid prices after the hour set for the public Bid Opening, unless the award of contract is delayed for more than forty-five (45) days. The City reserves the right to request an extension of time for firm bid prices during any such delay to allow for the review process.

BID EVALUATION

Bids will be evaluated by the City to determine which Bid, if any, should be accepted in the best interest of the City.

1. Responsiveness. The City will consider all the material submitted by the Bidder to determine whether the Bidder's offering is in compliance with the terms and conditions set forth in this Bid.

2. Responsibility. The City will consider all the material submitted by the Bidder, and other evidence may be obtained otherwise, to determine whether the Bidder is capable of and has a history of successfully completing orders of this type. This may include requiring the Bidder to provide references from previous customers who have been provided the same or equivalent goods or services. References shall include the names and addresses of the parties to whom such goods or services were provided, and the name and phone number of contact persons with such parties.

In determining lowest most responsible bidder, in addition to price, the following may be considered:

1. The ability, capacity, and skill of the bidder to perform the Bid;
2. Whether the bidder can perform the contract promptly, or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
4. The quality of performance of any previous order or contract by the bidder;
5. The previous and existing compliance by the bidder with laws and ordinances relating to material purchases;
6. The sufficiency of the financial resources and ability of the bidder to perform the Bid;
7. The quality, availability, and adaptability of the materials supplied or equipment to the particular use required;
8. The ability of the bidder to provide future maintenance and service for the use of the subject of the Bid;

BID AWARD

The lowest Bid of a responsible bidder shall be determined as set forth in this Invitation to Bid. Council award, if required, and a purchase order, will evidence the acceptance of contract. No other act of the City shall constitute acceptance of a contract. The attached Agreement containing our terms and conditions (T&C's) are meant to be non-negotiable, but may be modified at the City's sole discretion. Any concerns with said T&C's must be addressed by the deadline established for questions and request for clarifications. The City will review all concerns but is not obligated to change any part of said T&C's. Request to modify the T&C's after the proposal's closing date and time will not be considered, and your proposal shall be rejected for non-responsiveness.

BID FORM

To the City Council
City of Vancouver
Vancouver, Washington 98660

____________________, 2022

The undersigned hereby certifies that the locations and construction details of work outlined in the Plans and Specifications have been personally examined for the:

This contract provides for the supply and delivery of lead-free brass fittings & related products, all in accordance with the Contract Provisions, and the Technical Specifications.

Bidder certifies they have read and thoroughly understand the Specifications and contract governing the purchase and the method by which payment will be made for said work and hereby propose to undertake and complete requirements in accordance with said Contract and at the following schedule of rates and prices.

The City reserves the right to adjust the scope of this work to match available funds, including if necessary, the elimination of specific work or all work associated with specific buildings included in this Invitation to Bid.

NOTE:

- Show prices in legible figures (not words) written in ink or typed, and expressed in U.S. dollars and cents.
- Where conflict occurs unit price shall prevail.
- Unit Prices required for all non-Lump Sum bid items.
- The Total Price for Non-Lump Sum Bid Items should be calculated as follow:
    - Approx. Quantity (as listed for that bid item) x Unit Price = Total Price
- Your proposal will be considered irregular and will be rejected if the unit price is left blank and a price per unit cannot be determined by equally dividing the "Approx. Quantity" into the Total Price and rounding the result to the nearest two decimal places.

<u>Abbreviations</u>

The following abbreviations and their meanings are provided to ensure uniformity in the interpretation of such abbreviations as they appear in the bid document.

ANGLE STOP BALL	Ball Angle Meter Valve
ANGLE STOP	Ground Key Angle Meter Stop
BR	Brass
BUSH	Bushing
COMP	Compression Nut
CORP	Corporation Stop
COUP	Coupling
COUP 3 PART	Straight 3 Part Union Comp x Comp
CURB STOP	Ball Curb Valve
ELL	Elbow
FLG	Flange

IPF	Iron Pipe Female
IPM	Iron Pipe Male
M	AWWA Taper Thread
MTR	Meter Swivel Nut
METER SPUD	Straight Meter Coupling MIP x Meter Swivel Nut
PL	Plastic
REDCR	Reducer
SCR	FIP Thread
ST	Street

SCHEDULE A

Item No.	Item Description	Approx. Qty	Unit Cost	Total Cost
1.	ADAPTER INSERT 1", FORD PTM-2NL, MUELLER H-12213N. CITY #W10060NL, OR APPROVED EQUAL	5 Each	$	$
2.	ADAPTER INSERT ¾", FORD PTM-1NL, MUELLER H-12213N. CITY #W10065NL, OR APPROVED EQUAL	5 Each	$	$
3.	ADAPTER INSERT ¾" X 1", FORD PTM-21NL, MUELLER H-12213N. CITY #W10070NL, OR APPROVED EQUAL	1 Each	$	$
4.	ADAPTER METER 1-1/2" X 1", FORD A-46NL, AY McDONALD 710J46KIT. CITY #W10075NL *SINGLES NOT PAIRS*, OR APPROVED EQUAL	15 Each	$	$
5.	ADAPTER METER 2" X 1", FORD A-47NL, AY McDONALD 710J47KIT, CITY #W10080NL *SINGLES NOT PAIRS*, OR APPROVED EQUAL	6 Each	$	$
6.	ADAPTER METER 2" X 1-1/2", FORD A-67NL, AY McDONALD 710J67KIT, CITY #W10085NL *SINGLES NOT PAIRS*, OR APPROVED EQUAL	26 Each	$	$
7.	ADAPTER METER ¾" X 1", FORD A-24NL, MUELLER H-10879, AY McDONALD 710J24KIT. CITY #W10090NL *SINGLES NOT PAIRS*, OR APPROVED EQUAL	5000 Each	$	$
8.	ANGLE KEY VALVE 2", FORD #FV13-777W, MUELLER H-14286N, AY McDONALD 74604BCS, CITY #W11000NL, OR APPROVED EQUAL	2 Each	$	$
9.	ANGLE KEY VALVE 1-1/2", FORD #FV13-666W, MUELLER H-14286N, AY McDONALD 74604BCS, CITY #W11010NL, OR APPROVED EQUAL	2 Each	$	$
10.	ANGLE STOP BALL 2" FIP X 2" FLG, MUELLER B-24286N, FORD BFA13-777W-NL, AY McDONALD 74604B, CITY #W12005NL, OR APPROVED EQUAL	1 Each	$	$
11.	ANGLE STOP BALL COMP 2" CTS X 2" FLG, MUELLER B-24276N, FORD BFA43-777W-Q-NL, AY McDONALD 74602BQ, CITY #W12006NL, OR APPROVED EQUAL	6 Each	$	$

Item No.	Item Description	Approx. Qty	Unit Cost	Total Cost
12.	ANGLE STOP BALL 1-1/2” FIP X 1-1/2” FLG, MUELLER B-24286N, FORD BFA13-666W-NL, AY McDONALD 74604B, CITY #W12010NL, OR APPROVED EQUAL	1 Each	$	$
13.	ANGLE BALL COMP 1-1/2” CTS X 1-1/2” FLG, MUELLER B-24276N, FORD BFA43-666W-Q-NL, AY McDONALD 74602BQ, CITY #W12011NL, OR APPROVED EQUAL	1 Each	$	$
14.	ANGLE STOP COMP 1” CTS X 1” MTR, MUELLER H-14258N, FORD KV43-444W-Q-NL, AY McDONALD 74602Q, CITY #W12015NL, OR APPROVED EQUAL	85 Each	$	$
15.	ANGLE STOP COMP ¾” CTS X ¾” X 5/8” MTR, MUELLER H-14258N, FORD KV43-332W-Q-NL, AY McDONALD 74602Q, CITY #W12020NL, OR APPROVED EQUAL	125 Each	$	$
16.	ANGLE STOP 1” MTR X 1” FIP, MUELLER H-14265N, FORD KV13-444W-NL, AY McDONALD 74604. CITY #W12025NL, OR APPROVED EQUAL	1 Each	$	$
17.	ANGLE STOP 5/8” X ¾” MTR X ¾” FIP, MUELLER H-14265N, FORD KV13-332W-NL, AY McDONALD 74604, CITY #W12030NL, OR APPROVED EQUAL	2 Each	$	$
18.	BUSH BRASS THRD ¾” FIP X 1” MTR, FORD BBIM34NL, CITY #W20004NL OR APPROVED EQUAL	3 Each	$	$
19.	CORP IP X IP 1- ½”, MUELLER H-9969N, FORD FB500-6-NL, AY McDONALD 73131B, CITY #W27000NL, OR APPROVED EQUAL	1 Each	$	$
20.	CORP IP X IP 2”, MUELLER H-9969N, FORD FB500-7-NL , AY McDONALD 73131B , CITY #W27005NL, OR APPROVED EQUAL	2 Each	$	$
21.	CORP COMP X IP 1”, MUELLER H-15028N, FORD F1100-4-Q-NL, AY McDONALD 74704Q, CITY #W27015NL, OR APPROVED EQUAL	13 Each	$	$
22.	CORP COMP X IP ¾”, MUELLER H-15028N, FORD F1100-3-Q-NL, AY McDONALD 74704Q CITY #W27020NL, OR APPROVED EQUAL	5 Each	$	$
23.	CORP COMP X M 1”, MUELLER H-15008N, FORD F1000-4-Q-NL, AY McDONALD 74701Q , CITY #W27025, OR APPROVED EQUAL	50 Each	$	$
24.	CORP COMP X M ¾”, MUELLER H-15008N, FORD F1000-3-Q-NL , AY McDONALD 74701Q . CITY #W27030NL, OR APPROVED EQUAL	15 Each	$	$
25.	CORP IP X M 2”, MUELLER H-9968N, FORD FB400-7-NL, AY McDONALD 73128B, CITY #27043NL, OR APPROVED EQUAL	4 Each	$	$
26.	CORP IP X M 1-½”, MUELLER H-9968N, FORD FB400-6-NL, AY McDONALD 73128B, CITY #W27045NL, OR APPROVED EQUAL	1 Each	$	$
27.	COUP IPF X COMP 1”, MUELLER H-15451N, FORD C14-44-Q-NL, AY McDONALD 74754Q, CITY #W30000NL, OR APPROVED EQUAL	7 Each	$	$

Item No.	Item Description	Approx. Qty	Unit Cost	Total Cost
28.	COUP IPM X COMP 1", MUELLER H-15428N, FORD C84-44-Q-NL, AY McDONALD 74753Q, CITY #W30005NL, OR APPROVED EQUAL	24 Each	$	$
29.	COUP IPM X COMP ¾", MUELLER H-15428N, FORD C84-33-Q-NL AY McDONALD 74753Q , CITY #W30010NL, OR APPROVED EQUAL	13 Each	$	$
30.	COUP 3 PART 2", MUELLER H-15403N, FORD C44-77-Q-NL, AY McDONALD 74758Q, CITY #W30015NL, OR APPROVED EQUAL	2 Each	$	$
31.	COUP 3 PART 1- ½", MUELLER H-15403N, FORD C44-66-Q-NL, AY McDONALD 74758Q, CITY #W30020NL, OR APPROVED EQUAL	1 Each	$	$
32.	COUP 3 PART 1", MUELLER H-15403N, FORD C44-44-Q-NL, AY McDONALD 74758Q , CITY #W30025NL, OR APPROVED EQUAL	40 Each	$	$
33.	COUP 3 PART ¾", MUELLER H-15403N, FORD C44-33-Q-NL, AY McDONALD 74758Q , CITY #W30030NL, OR APPROVED EQUAL	40 Each	$	$
34.	COUP 3 PART 1" X ¾", MUELLER H-15403N, FORD C44-34-Q-NL, AY McDONALD 74758Q, CITY #W30035NL, OR APPROVED EQUAL	9 Each	$	$
35.	COUP 3 PART IP 1", FORD C45-44NL, AY McDONALD 74758-22-55 CITY #W30040NL, OR APPROVED EQUAL	14 Each	$	$
36.	COUP 3 PART IP ¾", FORD C45-33NL, AY McDONALD 74758-22-55, CITY #W30045NL, OR APPROVED EQUAL	14 Each	$	$
37.	COUP CORP X COMP 1", MUELLER H-15071N, FORD C04-44-Q-NL, AY McDONALD 74755Q, CITY #W30185NL, OR APPROVED EQUAL	4 Each	$	$
38.	COUP CORP X COMP ¾", MUELLER H-15071N, FORD C04-33-Q-NL, AY McDONALD 74755Q, CITY #W30190NL, OR APPROVED EQUAL	15 Each	$	$
39.	COUP IPF X COMP 2", MUELLER H-15451N, FORD C14-77-Q-NL, AY McDONALD 74754Q, CITY #W30395NL, OR APPROVED EQUAL	5 Each	$	$
40.	COUP IPF X COMP 1- ½", MUELLER H-15451N, FORD C14-66-Q-NL, AY McDONALD 74754Q, CITY #W30400NL, OR APPROVED EQUAL	1 Each	$	$
41.	COUP IPF X COMP ¾", MUELLER H-15451N, FORD C14-33-Q-NL, AY McDONALD 74754Q, CITY #W30405NL, OR APPROVED EQUAL	8 Each	$	$

Item No.	Item Description	Approx. Qty	Unit Cost	Total Cost
42.	COUP IPM X COMP 2", MUELLER H-15428N, FORD C84-77-Q-NL, AY McDONALD 74753Q, CITY #W30410NL, OR APPROVED EQUAL	25 Each	$	$
43.	COUP IPM X COMP 1- ½", MUELLER H-15428N, FORD C84-66-Q-NL, AY McDONALD 74753Q , CITY #W30415NL, OR APPROVED EQUAL	1 Each	$	$
44.	COUP STRAIGHT CTS X MIP 1-1/4", MUELLER #H-15428N, FORD C84-55-Q-NL, AY McDONALD 74753Q , CITY #W30525NL, OR APPROVED EQUAL	1 Each	$	$
45.	COUPLING STRAIGHT IPS PE X MIP 1", MUELLER #H15429N, FORD C86-44-Q-NL, AY McDONALD 747533Q, CITY #W30530NL, OR APPROVED EQUAL	2 Each	$	$
46.	COUPLING STRAIGHT IPS PE X MIP ¾, MUELLER #H15429NL, FORD C86-33-Q-NL, AY McDONALD 747533Q, CITY #W30531NL, OR APPROVED EQUAL	2 Each	$	$
47.	COUP YOKE 1", MUELLER H-14227N, OR FORD CSA4-44-Q-NL, CITY #W30630NL, OR APPROVED EQUAL	1 Each	$	$
48.	COUP YOKE ¾", MUELLER H-14227N, OR FORD CSA4-33-Q-NL, AY McDONALD,720-23ASY, CITY #W30635NL, OR APPROVED EQUAL	1 Each	$	$
49.	CURB STOP 1", MUELLER B-20200N, FORD B11-444W-NL, AY McDONALD 76101W, CITY #W37000NL, OR APPROVED EQUAL	5 Each	$	$
50.	CURB STOP ¾", MUELLER B-20200N, FORD B11-333W-NL, AY McDONALD 76101W, CITY #W37005NL, OR APPROVED EQUAL	24 Each	$	$
51.	CURB STOP COMP X COMP BALL 1", MUELLER B-25209N, FORD B44-444W-Q-NL, AY McDONALD 76100Q, CITY #W37015NL, OR APPROVED EQUAL	150 Each	$	$
52.	CURB STOP COMP X COMP BALL ¾", MUELLER B-25209N, FORD B44-333W-Q-NL, AY McDONALD 76100Q CITY #W37020NL, OR APPROVED EQUAL	150 Each	$	$
53.	CURB STOP COMP X COMP BALL 1-1/2 *NO LEAD BRASS* MUELLER (B25209N) CITY #W37025NL	2 Each	$	$
54.	CURB STOP COMP X COMP BALL 2 *NO LEAD BRASS* MUELLER (B25209N) CITY #W37030NL	2 Each	$	$
55.	CURB STOP COMP X IPM BALL 1-1/2 *NO LEAD BRASS* MUELLER (B25122N) CITY #W37035NL	2 Each	$	$
56.	CURB STOP COMP X IPM BALL 2 *NO LEAD BRASS* MUELLER (B25122N). CITY #W37040NL	2 Each	$	$
57.	CURB STOP COMP X IPF BALL 1-1/2 *NO LEAD BRASS* MUELLER (B25172N) CITY #W37045NL	2 Each	$	$

Item No.	Item Description	Approx. Qty	Unit Cost	Total Cost
58.	CURB STOP COMP X IPF BALL 2 *NO LEAD BRASS* MUELLER (B25172N) CITY #W37050NL	2 Each	$	$
59.	ELL COMP 90 2”, MUELLER H-15526N, FORD L44-77-Q-NL, AY McDONALD 74761Q, CITY #W40170NL, OR APPROVED EQUAL	19 Each	$	$
60.	ELL COMP 90 1- ½”, MUELLER H-15526N, FORD L44-66-Q-NL, AY McDONALD 74761Q, CITY #W40175NL, OR APPROVED EQUAL	1 Each	$	$
61.	ELL COMP X COMP 1”, MUELLER H-15526N, FORD L44-44-Q-NL, AY McDONALD 74761Q, CITY #W40180NL, OR APPROVED EQUAL	100 Each	$	$
62.	ELL COMP X COMP ¾”, MUELLER H-15526N, FORD L44-33-Q-NL, AY McDONALD 74761Q CITY #W40185NL, OR APPROVED EQUAL	25 Each	$	$
63.	ELL COMP X IPF 1”, MUELLER H-15533N, FORD L14-44-Q-NL, AY McDONALD 74779Q, CITY #W40190NL, OR APPROVED EQUAL	25 Each	$	$
64.	ELL COMP X IPF ¾”, MUELLER H-15533N, FORD L14-33-Q-NL, AY McDONALD 74779, CITY #W40195NL, OR APPROVED EQUAL	15 Each	$	$
65.	ELL IPM X COMP 1”, MUELLER H-15531N, FORD L84-44-Q-NL, AY McDONALD 74779MQ, CITY #W40380NL, OR APPROVED EQUAL	20 Each	$	$
66.	ELL IPM X COMP ¾”, MUELLER H-15531N, FORD L84-33-Q-NL, AY McDONALD 74779MQ, CITY #W40385NL, OR APPROVED EQUAL	25 Each	$	$
67.	METER RESETTER 2” X 15”, MUELLER #B2424-00N, FORD VBB47-15-NL, AY McDONALD 718715WWX427, CITY #W57200NL, OR APPROVED EQUAL	2 Each	$	$
68.	METER RESETTER 1- ½” X 15”, MUELLER #B242400N, FORD VBB46-15-NL, AY McDONALD 718615WWX427, CITY #W57205NL, OR APPROVED EQUAL	2 Each	$	$
69.	1” x 15” Tall Ball Valve Inlet & Outlet Resetter. AY McDonald #718-415WW, City #W57211NL, or approved equal	2 Each	$	$
70.	1” x 12” Tall Ball Valve Inlet & Outlet. Resetter. AY McDonald #718-412WW. City #W57212NL, or approved equal	6 Each	$	$
71.	1” x 10” Tall Ball Valve Inlet & Outlet Resetter,. AY McDonald #718-410WW. City #W57213NL, or approved equal	25 Each	$	$
72.	5/8” x ¾” x 12” Tall Ball Valve Inlet & Outlet Resetter. AY McDonald #718-212WW. City #W57216NL, or approved equal	50 Each	$	$
73.	5/8” x ¾” x 9” Tall Ball Valve Inlet & Outlet Resetter. AY McDonald #718-209WW. City #W57217NL, or approved equal	200 Each	$	$
74.	5/8” x ¾” x 7” Tall Ball Valve Inlet & Outlet Resetter. AY McDonald #718-207WW. City #W57218NL, or approved equal	250 Each	$	$

Item No.	Item Description	Approx. Qty	Unit Cost	Total Cost
75.	METER SPUD 1”, MUELLER H-10890N, FORD C38-44-2-625-NL, AY McDONALD 74624, CITY #W57220NL, OR APPROVED EQUAL	5 Each	$	$
76.	METER SPUD 3/4”X 2 -½”, MUELLER H-10890N, FORD C38-23-2-5-NL, AY McDONALD 74624, CITY #W57235NL, OR APPROVED EQUAL	25 Each	$	$
77.	METER YOKE 2”, MUELLER B-2423N, FIXED LOW BY-PASS 15" TALL, FORD VBB77-95037-095-NL, AY McDONALD 720B715WWFF775X427, CITY #W57280NL, OR APPROVED EQUAL	5 Each	$	$
78.	1” Meter Yoke 15” Tall, Ball Valve Inlet & Outlet. AY McDonald #724415WWQD. City #W57290NL or approved equal. Must include the DP nut	30 Each	$	$
79.	¾” Meter Yoke 15” Tall, Ball Valve Inlet & Outlet, AY McDonald #720-315WWDD33. City #W57295NL or approved equal. Must include the DP nut	2 Each	$	$
80.	METER YOKE DP NUT 1”, MUELLER H-14222N, FORD CSSUN1-44-NL, AY McDONALD 7404D4ASY, CITY #W57300NL, OR APPROVED EQUAL	10 Each	$	$
81.	PLUG BR/M 2”, MUELLER H10033N, FORD CSP-7-A-NL, AY McDONALD 73206, CITY #W67000NL, OR APPROVED EQUAL	1 Each	$	$
82.	PLUG BR/M 1- ½”, MUELLER H10033N, FORD CSP-6-A-NL, AY McDONALD 73206, CITY #W67005NL, OR APPROVED EQUAL	1 Each	$	$
83.	PLUG BR/M 1”, MUELLER H10033N, FORD CSP-4-A-NL, AY McDONALD 73206, CITY #W67010NL, OR APPROVED EQUAL	1 Each	$	$
84.	PLUG BR/M ¾”, MUELLER H10033N, FORD, CSP-3-A-NL, AY McDONALD 73206, CITY #W67015NL, OR APPROVED EQUAL	1 Each	$	$
85.	TEE COMP 1 X 1 X 1, MUELLER H15381N, FORD T444-444-Q-NL, AY McDONALD 74760Q, CITY #W85140NL, OR APPROVED EQUAL	3 Each	$	$
86.	TEE COMP 3/4” X 3/4” X 1, MUELLER #H15381N, FORD T444-334-Q-NL, AY McDONALD 74760Q, CITY #W85145NL, OR APPROVED EQUAL	1 Each	$	$
87.	UNION 3-PART STRAIGHT CTS 1-1/4”, MUELLER #H-15403N, FORD C44-55-Q-NL, AY McDONALD 74758Q, CITY #W87460NL, OR APPROVED EQUAL	2 Each	$	$
88.	UNION 3-PART STRAIGHT CTS-CTS 1 1/4 X 1, MUELLER, #H-15403N, *NO LEAD BRASS* CITY #W87475NL	15 Each	$	$

Item No.	Item Description	Approx. Qty	Unit Cost	Total Cost
89.	UNION 3-PART STRAIGHT CTS X IPS PE 1 X ¾", MUELLER #H-15409N, FORD C46-34-A-AWT-Q-NL, AY McDONALD 74758Q3Q, CITY #W87490NL, OR APPROVED EQUAL	3 Each	$	$
90.	VALVE FLG/SCR 2, JAMES JONES E-372-F WITH HANDWHEEL, FORD BF13-666W-NL, AY McDONALD 76101MW, CITY #W90245NL, OR APPROVED EQUAL	1 Each	$	$
91.	VALVE FLG/SCR 1 ½, JAMES JONES E-372-F WITH HANDWHEEL, FORD BF13-777W-NL, AY McDONALD 76101MW, CITY #W90250NL, OR APPROVED EQUAL	1 Each	$	$
92.	VALVE METER BALL 1, MUELLER #B-24350N, FORD B43-444W-Q-NL, AY McDONALD 76100MWQ, CITY #W90270NL, OR APPROVED EQUAL	4 Each	$	$
93.	VALVE METER BALL ¾, MUELLER #B-24350N, FORD B43-332W-Q-NL AY McDONALD 76100MWQ, CITY #W90275NL, OR APPROVED EQUAL	1 Each	$	$
94.	2" COMPRESSION ANODE NUTS AY 4700QA-12 2"CTS ANODE NUTS & GASKET ASSY-12 FOR FITTINGS	50 Each	$	$
95.	1 1/2" COMPRESSION ANODE NUTS AY 4700QA-12 1-1/2" CTS ANODE NUTS & GASKET ASSY FOR FITTINGS	50 Each	$	$
96.	1" COMPRESSION ANODE NUTS AY 4700QA 1" CTS ANODE NUTS & GASKET ASSY FOR FITTINGS	150 Each	$	$
97.	3/4" COMPRESSION ANODE NUTS AY 4700QA 3/4" CTS ANODE NUTS & GASKET ASSY FOR FITTINGS	150 Each	$	$
			Schedule A Subtotal	$
			Washington State Sales Tax 8.5%	$
			Schedule A Total	$

Schedule B

Item No.	Item Description	Approx. Qty	Unit Cost	Total Cost
1.	BUSH BRASS 2” X 1- ½”, CITY #W19975NL, SMITH COOPER NL BRASS #36HB1020014L, AY MCDONALD #72206, OR APPROVED EQUAL	1 Each	$	$
2.	BUSH BRASS 1- ½” X 1”, CITY #W19985NL, SMITH COOPER NL BRASS # 36HB1014010L, AY MCDONALD #72206 OR APPROVED EQUAL	2 Each	$	$
3.	BUSH BRASS 1- ¼” X 1”, CITY #W20000NL, SMITH COOPER NL BRASS #36HB1012010L, AY MCDONALD # 72206 OR APPROVED EQUAL	1 Each	$	$
4.	BUSH BRASS 1- ¼” X ¾”, CITY #W20001NL, SMITH COOPER NL BRASS #36HB1012006L, AY MCDONALD #72206 OR APPROVED EQUAL	3 Each	$	$
5.	BUSH BRASS ½” X ¾”, CITY #W20005NL, SMITH COOPER NL BRASS #36HB1006004L, AY MCDONALD #72206 OR APPROVED EQUAL	7 Each	$	$
6.	BUSH BRASS 2” X 1”, CITY #W20010NL, SMITH COOPER NL BRASS #36HB1020010L, AY MCDONALD #72206 OR APPROVED EQUAL	12 Each	$	$
7.	BUSH BRASS 1” X ¾”, CITY #W20050NL, SMITH COOPER NL BRASS #36HB1010006L, AY MCDONALD #72206 OR APPROVED EQUAL	13 Each	$	$
8.	CAP BRASS ½”, CITY #W21955NL, SMITH COOPER NL BRASS 36C 1004L, AY MCDONALD #72201 OR APPROVED EQUAL	2 Each	$	$
9.	CAP BRASS ¾”, CITY #W21956NL, SMITH COOPER NL BRASS #36C 1006L, AY MCDONALD # OR APPROVED EQUAL	1 Each	$	$
10.	CAP BRASS 1”, CITY #W21957NL, SMITH COOPER NL BRASS 36C 1010L, AY MCDONALD #72201 OR APPROVED EQUAL	2 Each	$	$
11.	COUP IP BRASS 2”, CITY #W30070NL, SMITH COOPER NL BRASS #36CP1020L, AY MCDONALD #72210 OR APPROVED EQUAL	4 Each	$	$
12.	COUP BRASS 1- ½”, CITY #W30075NL, SMITH COOPER NL BRASS #36CP1014L, AY MCDONALD #72210 OR APPROVED EQUAL	5 Each	$	$
13.	COUP BRASS 1”, CITY #W30080NL, SMITH COOPER NL BRASS # 36CP1010L, AY MCDONALD #72210 OR APPROVED EQUAL	9 Each	$	$
14.	COUP IP BRASS ¾”, CITY #W30085NL, SMITH COOPER NL BRASS #36CP1006L, AY MCDONALD #72210 OR APPROVED EQUAL	7 Each	$	$
15.	ELL 90 BRASS 2”, CITY #W40000NL, SMITH COOPER NL BRASS #36E 1020L, AY MCDONALD #72290 OR APPROVED EQUAL	10 Each	$	$

Item No.	Item Description	Approx. Qty	Unit Cost	Total Cost
16.	ELL 90 BRASS 1- ½”, CITY #W40005NL, SMITH COOPER NL BRASS #36E 1014L, AY MCDONALD #72290 OR APPROVED EQUAL	1 Each	$	$
17.	ELL 90 BRASS ¾”, CITY #W40010NL, SMITH COOPER NL BRASS #36E 1006L, AY MCDONALD #72290 OR APPROVED EQUAL	8 Each	$	$
18.	ELL 90 ST BRASS 2”, CITY #W40015NL, SMITH COOPER NL BRASS #36SE1020L, AY MCDONALD #72291 OR APPROVED EQUAL	25 Each	$	$
19.	ELL 90 ST BRASS 1- ½”, CITY #W40020NL, SMITH COOPER NL BRASS #36SE1014L, AY MCDONALD #72291 OR APPROVED EQUAL	1 Each	$	$
20.	ELL BRASS 90 1”, CITY #W40055NL, SMITH COOPER NL BRASS #36E 1010L, AY MCDONALD #72290 OR APPROVED EQUAL	2 Each	$	$
21.	ELL BRASS ST 90 1”, CITY #W40060NL, SMITH COOPER NL BRASS #36SE1010L, AY MCDONALD #72291 OR APPROVED EQUAL	3 Each	$	$
22.	ELL BRASS ST 90 ¾”, CITY #W40065NL, SMITH COOPER NL BRASS #36SE1006L, AY MCDONALD #72291 OR APPROVED EQUAL	6 Each	$	$
23.	NIPPLE BRASS, 2” X 6”, CITY #W60255NL, SMITH COOPER NL #86NI4020060C, AY MCDONALD #2200 OR APPROVED EQUAL	25 Each	$	$
24.	NIPPLE BRASS, 2” X 4”, CITY #W60260NL, SMITH COOPER NL #86NI4020040C, AY MCDONALD #2200 OR APPROVED EQUAL	4 Each	$	$
25.	NIPPLE BRASS, 2” X 3”, CITY #W60265NL SMITH COOPER NL #86NI4020030C, AY MCDONALD #2200 OR APPROVED EQUAL	4 Each	$	$
26.	NIPPLE BRASS 2” X CLOSE, CITY #W60270NL, SMITH COOPER NL #86NI4020020C, AY MCDONALD #2200 OR APPROVED EQUAL	5 Each	$	$
27.	NIPPLE BRASS, 1- ½” X 6”, CITY #W60275NL, SMITH COOPER NL #86NI4014060C, AY MCDONALD #2200 OR APPROVED EQUAL	2 Each	$	$
28.	NIPPLE BRASS, 1- ½” X 4”, CITY #W60280NL, SMITH COOPER NL #86NI4014040C, AY MCDONALD #2200 OR APPROVED EQUAL	1 Each	$	$
29.	NIPPLE BRASS, 1- ½” X 3”, CITY #W60285NL, SMITH COOPER NL #86NI4014030C, AY MCDONALD #2200 OR APPROVED EQUAL	1 Each	$	$
30.	NIPPLE BRASS, 1- ½” X CLOSE, CITY #W60290NL, SMITH COOPER NL #86NI4014016C, AY MCDONALD #2200 OR APPROVED EQUAL	1 Each	$	$

Item No.	Item Description	Approx. Qty	Unit Cost	Total Cost
31.	NIPPLE BRASS, 1" X 6", CITY #W60295NL, SMITH COOPER NL #86NI4010060C, AY MCDONALD #2200 OR APPROVED EQUAL	2 Each	$	$
32.	NIPPLE BRASS, 1" X 5", CITY #W60300NL, SMITH COOPER NL #86NI4010050C, AY MCDONALD #2200 OR APPROVED EQUAL	1 Each	$	$
33.	NIPPLE BRASS, 1" X 4", CITY #W60305NL, SMITH COOPER NL #86NI4010040C, AY MCDONALD #2200 OR APPROVED EQUAL	3 Each	$	$
34.	NIPPLE BRASS, 1" X 3", CITY #W60310NL, SMITH COOPER NL #86NI4010030C, AY MCDONALD #2200 OR APPROVED EQUAL	1 Each	$	$
35.	NIPPLE BRASS, 1" X 2", CITY #W60315NL, SMITH COOPER NL #86NI4010020C, AY MCDONALD #2200 OR APPROVED EQUAL	3 Each	$	$
36.	NIPPLE BRASS, 1" X CLOSE, CITY #W60320NL, SMITH COOPER NL #86NI4010014C, AY MCDONALD #2200 OR APPROVED EQUAL	1 Each	$	$
37.	NIPPLE BRASS, 3/4" X 6", CITY #W60325NL, SMITH COOPER NL #86NI4006060C, AY MCDONALD #2200 OR APPROVED EQUAL	3 Each	$	$
38.	NIPPLE BRASS, 3/4" X 5",CITY #W60330NL, SMITH COOPER NL #86NI4006050C, AY MCDONALD #2200 OR APPROVED EQUAL	5 Each	$	$
39.	NIPPLE BRASS, 3/4" X 4", CITY #W60335NL, SMITH COOPER NL #86NI4006040C, AY MCDONALD #2200 OR APPROVED EQUAL	2 Each	$	$
40.	NIPPLE BRASS, 3/4" X 3", CITY #W60340NL, SMITH COOPER NL #86NI4006030C, AY MCDONALD #2200 OR APPROVED EQUAL	8 Each	$	$
41.	NIPPLE BRASS, 3/4" X 2", CITY #W60345NL, SMITH COOPER NL #86NI4006020C, AY MCDONALD #2200 OR APPROVED EQUAL	11 Each	$	$
42.	NIPPLE BRASS, 3/4" X CLOSE, CITY #WW60350NL, SMITH COOPER NL #86NI4006013C, AY MCDONALD #2200 OR APPROVED EQUAL	1 Each	$	$
43.	PLUG BRASS SQ HD ½",CITY #W66960NL, SMITH COOPER NL #36SC1004L, AY MCDONALD #72202 OR APPROVED EQUAL	2 Each	$	$
44.	PLUG BRASS SQ HD ¾", CITY #W66961NL, SMITH COOPER NL #36SC1006L, AY MCDONALD #72202 OR APPROVED EQUAL	2 Each	$	$
45.	PLUG BRASS SQ HD 1", CITY #W66962NL, SMITH COOPER NL #36SC1010L, AY MCDONALD #72202 OR APPROVED EQUAL	1 Each	$	$
46.	PLUG BRASS 2", CITY #W66975NL, SMITH COOPER NL #36SC1020L, AY MCDONALD # OR APPROVED EQUAL	50 Each	$	$

Item No.	Item Description	Approx. Qty	Unit Cost	Total Cost
47.	REDCR BELL BRASS 2” X 1- ½”, CITY #W69995NL, SMITH COOPER NL BRASS #36RC1020014L, AY MCDONALD #72210 OR APPROVED EQUAL	1 Each	$	$
48.	TEE BRASS 2, CITY #W85000NL, SMITH COOPER NL BRASS #36T 1020L, AY MCDONALD #72230 OR APPROVED EQUAL	8 Each	$	$
49.	VALVE BRASS GATE 1- ½, CITY #W90085NL, SMITH COOPER #01718501ML-NL, AY MCDONALD #72038T OR APPROVED EQUAL	1 Each	$	$
50.	VALVE BRASS GATE VALVE 2, CITY #W90095NL, SMITH COOPER #01718501NL, AY MCDONALD #72038T OR APPROVED EQUAL	24 Each	$	$
51.	VALVE BRASS GATE VALVE ¾, CITY #W90105NL, SMITH COOPER #01718501ILNL, AY MCDONALD #72038T OR APPROVED EQUAL	1 Each	$	$
52.	VALVE BRASS GATE VALVE ½, CITY #W90110NL, SMITH COOPER #01718501GL NL, AY MCDONALD #72038T OR APPROVED EQUAL	1 Each	$	$
			Schedule B Subtotal	$
			Washington State Sales Tax 8.5%	$
			Schedule B Total	$

Schedule C

DISCOUNT PERCENTAGE FROM PUBLISHED LIST PRICES FOR RELATED LEAD-FREE BRASS FITTINGS NOT SPECIFICALLY CALLED OUT UNDER **SCHEDULES A** OR **B.**

Provide a discount percentage from the published list prices submitted with your bid. For example, a discount of 40% from the published list price submitted means the city pays $60 for an item with a published list price of $100. The City will not incur additional cost, except for the WA Sales Tax, when ordering items under Schedule C and when delivering F.O.B. Destination. **Please complete below.**

____________% from the published list prices.

Highest percentage discount off the same manufacturer’s published price list will be considered to be the lowest net purchase price.

____
CATALOG/PRICE LIST NUMBER AND/OR EFFECTIVE DATE TO WHICH DISCOUNT APPLIES:

____
Vendor must provide **current published list prices** with submittal and when these list prices are updated and published.

Ordered products shall be delivered within **thirty (30) calendar days** from receipt of our Purchase Order. Shorter delivery time is encouraged. Bids with longer delivery time will be rejected as non-responsive.

Please complete below. *
DELIVERY WILL BE MADE WITHIN *_________CALENDAR DAYS AFTER RECEIPT OF PURCHASE ORDER.

The following Addendum/Addenda is/are hereby acknowledged:

Addendum No.	Date of Addendum/Addenda	Signed Acknowledgment
1.		
2.		
3.		
4.		

NOTE: **Failure to acknowledge any issued Addenda will render proposal non-responsive and therefore void.** It is the sole responsibility of the Bidder to learn of Addendum, if any. Such information may be obtained from the City of Vancouver Procurement Services' website at: cityofvancouver.bonfirehub.com

The undersigned, under penalty of perjury, hereby certifies that said person(s), firm, association, LLC, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

The undersigned declares that before preparing their bid, they read carefully the specifications and requirements for bidders and that their bid is made with the full knowledge of the kind, quality and quantity of services and equipment to be furnished, and their said bid is as stated on these pages**.**

By signing this page of the bid, the bidder acknowledges that the documents enclosed are hereby incorporated by reference and upon award constitute a contract between the undersigned and the City of Vancouver.

Authorized Official (Signature)	Date
Printed Name of Authorized Official	Title of Authorized Official
Company Name	Federal Employee I.D. #
Address	City, State, Zip
E-mail Address	Telephone Number

NOTE:

1. If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
2. If the bidder is a corporation or LLC, this proposal must be executed by a duly authorized official.
3. Bids submitted must be complete and include pricing for the work to be completed, in whole, per the attached plans and specifications.

TECHNICAL SPECIFICATIONS

Lead-Free Brass Fittings

No-Lead Brass

As required in the Federal Government's "Reduction of Lead in Drinking Water Act" all brass fittings, valves, and meter components contained in this bid shall comply with the U.S. Safe Drinking Water Act. Fittings shall be certified by an ANSI accredited test lab per NSF/ ANSI Standard 61, Annex G (a standard that will be replaced by NSF/ANSI 372 in October 2013).

Proof of product certification shall be furnished with each delivery. Manufacturer's specifications and/or product cut sheets shall be acceptable proof. Product packing shall be clearly marked to identify contents.

All brass fittings conform to ANSI/AWWA C800, or latest revision, entitled "Underground Service Line Valves and Fittings' and be NSF 61 compliant.

All products supplied in this bid, whose wetted surfaces come into contact with potable (drinking) water shall contain no greater than 0.25% maximum lead as a weighted average. Wetted surfaces are those which are in direct contact with potable water. These products are considered to be classified as No-Lead, Low Lead, Lead Free, Federally and Envirobrass.

All brass fittings and products shall have the manufacturer's name or trademark permanently stamped or cast on it. Another marking identifying the "no lead" brass alloy, 'NL' shall be cast or permanently stamped.

If requested, an affidavit certifying compliance with these standards and specifications shall be signed and submitted by the manufacturing firm's Quality Assurance or Engineering Manager.

Brass and Copper Fittings

1. All nipples shall be of a smooth or polished finish while other fittings are to be of a rough or textured finish.
2. Connections for setters and other fittings shall use lead-free solder.
3. Fittings shall include all gaskets, and accessories.

CITY OF VANCOUVER
Procurement Services
(360) 487-8430
(360) 487-8433 fax
www.cityofvancouver.us
Federal Tax ID No. 91-6001288

Contract #:	C-100892
Start Date:	Apr 7, 2022
End Date:	Apr 7, 2027
Total Contract Amount:	$300,000.00

Western Water Works Supply Co Inc
5831 Pine Ave
Chino Hills, CA 91709

Submit all invoices and questions to:

Brian Wilson / Brian.E.Wilson@cityofvancouver.us

Contract Overview

ITB 22-17 Lead-Free Brass Fitting & Related Products

- Orders to be placed "as needed" by signed purchase order
- Price adjustments will be considered at 3 month intervals for the first 2 years of the contract.
- For contract years 3-5 price adjustments to be considered every 6 months.

Terms and Conditions

Visit our website at https://www.cityofvancouver.us/fms/page/terms-and-conditions to access either the general terms and conditions (Rev. 05/2017) or the Professional Services terms and conditions (Rev. 05/2017), which are applicable if there is no written contract.

Natalie Larsen

Authorized Signature

Item #4.

Staff Report: 132-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/15/2024

SUBJECT Main Street Promise Project - Bid Rejection

Key Points

- City Staff is recommending that City Council reject all bids received for the ITB 24-30: Main Street Promise Project.
- Staff need to revise the language in the bidder responsibility criteria to better clarify the City's intended position.
- The project will now be subject to the City's current apprenticeship program requirements, which took effect July 1, 2024.

Strategic Plan Alignment

- **Transportation and Mobility** - a safe, future-ready and convenient transportation system.
- **Economic Opportunity** - a place where a wide variety of businesses of all sizes grow and thrive.

Present Situation

The Main Street Promise project includes a complete reconstruction of the Main Street corridor between 5th Street and 15th Street. On June 4, 2024, the City received three bids for the subject project. The bids ranged between $18,300,000 and $22,000,000.

This project is planned to be constructed in a dense, urban, active business district. Contractor experience in successfully delivering similar projects in comparable urban environments is critical to ongoing success of the business district and overall project success. The bid documents contained bidder responsibility criteria which set forth the minimum required project experience a successful contractor needed to possess to be eligible to be awarded the construction contract. These criteria included prior completion of projects by the contractor that were located in an urbanized downtown corridor similar to the Main Street location. Having reviewed the information submitted by the three bidders, it is apparent that revisions to the bidder responsibility criteria are needed to better reflect the City's minimum requirements for the Main Street Promise Project.

In addition, since the project is proposed to be readvertised for construction bids at a later date and given the July 1, 2024, implementation of a revised City apprenticeship policy, the bid documents will need to be revised to reflect implementation of that policy within the Main Street Promise Project. Staff is recommending that City Council reject all bids and direct staff to prepare revised bid documents to be advertised for bids at a later date.

Advantage(s)

1. Rebidding the project with clearer information as to the City's minimum project experience requirements should attract bidders with relevant experience, fostering a more competitive bid process.
2. The timing for rebidding the project in Fall 2024 should attract more bidders who are planning work for the 2025-26 construction season, therein creating a more competitive bid process and potential cost savings for the City.

Disadvantage(s)

1. Additional administrative costs associated with rebidding the project.
2. Expect to see more bidders with relevant project experience, but it is not guaranteed.
3. Expect to see more bidders at lower bid prices, but it is not guaranteed.

Budget Impact

This project has been budgeted in the 2023-2024 Transportation Capital Budget as PRJ100358.

Prior Council Review

1. City Council endorsed the final design for the Main Street Promise Project during a public hearing held on October 23, 2023.
2. City Council received an update on the Main Street Promise Project design and public outreach efforts during a workshop held on July 17, 2023

Action Requested

On July 15, 2024, reject all bids to facilitate revisions to the bidder responsibility criteria.

Ryan Lopossa, Streets and Transportation Manager, 360-487-7706

Item #5.

Staff Report: 133-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/15/2024

SUBJECT Contract Amendment - Motorola Solutions, Inc for Vancouver Police Department

Key Points

- The City purchases radios for VPD under a Washington State Contract.
- Purchases are expected to exceed the current $300,000 threshold, requiring Council approval

Strategic Plan Alignment

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

Present Situation

The City purchases radios through Motorola Solutions, Inc under Washington State Contract #00318. Purchases are expected to exceed the current $300,000 threshold, requiring Council approval. The current contract has been utilized at approximately $265,355.63. The increase of this threshold to a maximum of $600,000 for the next additional two years, ending December 31, 2026, will enable Vancouver Police Department to continue to purchase radios in a quick manner while taking advantage of the Washington State Contract's competitive pricing.

Advantage(s)

Utilizes an existing contract through Washington State that is good through December 31, 2026, to take advantage of competitive pricing.

Disadvantage(s)

None

Budget Impact

Appropriation was approved through the 2023-2024 Biennial Budget.

Prior Council Review

None

Action Requested

Authorize the City Manager, or designee, to continue to purchase radios from Motorola Solutions, Inc, under Washington State Contract #00318, up to a maximum of $600,000 through December 31, 2026.

Jeff Mori, Police Chief, 360-487-7498

ATTACHMENTS:

- Motorola Contract
- Sample PO - Motorola

COOPERATIVE PURCHASING MASTER AGREEMENT

No. 00318

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES AND SOLUTIONS

For Use by Eligible Purchasing Entities

By and Between

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

and

MOTOROLA SOLUTIONS, INC.

Dated January 1, 2022

COOPERATIVE PURCHASING MASTER AGREEMENT

NO. 00318

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES AND SOLUTIONS

FOR

SUB-CATEGORY 1.1 RADIO SINGLE-BAND PORTABLE RADIO (P25)
SUB-CATEGORY 1.2 RADIO SINGLE-BAND MOBILE RADIO (P25)
SUB-CATEGORY 1.3 RADIO: SINGLE-BAND DESKTOP RADIO (P25)
SUB-CATEGORY 1.4 RADIO MULTI-BAND PORTABLE RADIO (P25)
SUB-CATEGORY 1.5 RADIO MULTI-BAND MOBILE RADIO (P25)
SUB-CATEGORY 1.6 RADIO MULTI-BAND DESKTOP RADIO (P25)
SUB-CATEGORY 1.7 RADIO BASE STATION/REPEATER (P25)
SUB-CATEGORY 2.1 RADIO CONVENTIONAL ANALOG PORTABLE (NON-P25)
SUB-CATEGORY 2.2 RADIO CONVENTIONAL ANALOG MOBILE (NON-P25)
SUB-CATEGORY 2.3 RADIO CONVENTIONAL ANALOG DESKTOP (NON-P25)
SUB-CATEGORY 2.4 RADIO CONVENTIONAL ANALOG BASE STATION/REPEATER (NON-P25)
CATEGORY 4 DISPATCH CONSOLES
COMPLETE TURNKEY RADIO SOLUTION

This Cooperative Purchasing Master Agreement ("Cooperative Purchasing Master Agreement") is made and entered into by and between Enterprise Services acting by and through the State of Washington ("Enterprise Services") and Motorola Solutions, Inc., an Delaware corporation ("Contractor") and is dated and effective as of January 1, 2022.

RECITALS

A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish Cooperative Purchasing Master Agreements for goods and services to support Washington state agencies. *See* RCW 39.26.050(1). The Washington State Legislature has authorized Enterprise Services to make these Cooperative Purchasing Master Agreements available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agency or entity, public benefit nonprofit organizations, or any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).

B. The Washington State Legislature also has authorized Enterprise Services to participate in, sponsor, conduct, or administer certain cooperative purchasing agreements for the procurement of goods or services. *See* RCW 39.26.060(1). One of the approaches that Enterprise Services utilizes to participate in cooperative purchasing agreements with other states is NASPO ValuePoint.

C. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO). The NASPO ValuePoint purchasing cooperative program is led by state procurement officers from member states. NASPO ValuePoint does not award contracts; rather, it assists states, for an administrative fee, in their collaboration pertaining to solicitations and the resulting master agreements.

D. Pursuant to the NASPO ValuePoint cooperative purchasing model, a state serves as the 'lead state' to conduct a competitive procurement in compliance with that state's procurement laws and award a cooperative purchasing master agreement with a contractor for the specified goods or services. States (including the District of Columbia and the organized territories of the United States), including the lead state, then may participate in that cooperative purchasing master agreement by executing a Participating Addendum. Until a Participating Addendum is executed by the applicable state (a 'participating entity'), no agency or other eligible organization (a 'purchasing entity') may purchase pursuant to the cooperative purchasing master agreement. Under Washington law, at the time of solicitation, states may provide supplemental substantive terms and conditions to inform the competitive procurement. In addition, pursuant to their Participating Addendum, states may require certain administrative terms and conditions (e.g., a vendor management fee for sales within the state, state registration and reporting). Contractor, however, has no obligation to condition execution of a Participating Addendum on substantive terms and conditions that were not competitively procured.

E. Enterprise Services, as part of a cooperative purchasing competitive governmental procurement, with administrative support from NASPO ValuePoint, issued Competitive Solicitation No. 00318 dated November 16, 2020 regarding Public Safety Communications Products, Services and Solutions ("Public Safety Radio"). Sixteen (16) states indicated an intent to utilize the resulting Cooperative Purchasing Master Agreement.

F. Enterprise Services and a stakeholder team consisting of representatives from Washington, California, Alaska, Oregon, Montana, Tennessee, Colorado and Nevada evaluated all responsive bids to the Competitive Solicitation and identified Contractor as an Apparent Successful Bidder for the Category identified above.

G. Enterprise Services determined that entering into this Cooperative Purchasing Master Agreement will meet the cooperative purchasing needs and be in the best interest of the State of Washington.

H. The purpose of this Cooperative Purchasing Master Agreement is to enable Participating or Purchasing Entities to purchase Public Safety Radio products and services, in the awarded Category as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM.** The term of this Master Agreement begins January 1, 2022 and ends on December 31, 2026; provided, however that, the contract term shall be extended for twenty-four (24) months if, in Enterprise Services' sole, reasonable judgement, which shall occur no later than June 30, 2025, Contractor meets the following performance metrics:

- Reports: Contractor provides timely and accurate reports as detailed in this Master Agreement and Participating Addendums; and
- Administrative Fee Payments: Contractor provides timely and accurate Administrative Fee payments as detailed in this Master Agreement and Participating Addendums.

Notwithstanding any provision to the contrary, to effectuate a smooth transition for Participating States and Purchasing Entities for Public Safety Communications Products, Services and Solutions to begin on January 1, 2022, Contractor shall provide implementation and transition support to Participating States who wish to utilize the Master Agreement, beginning upon the date such Participating State and Contractor executes a Participating Addendum. For the avoidance of doubt, no orders for products or services shall be made under this Agreement prior to January 1, 2022.

2. **PARTICIPANTS AND SCOPE**. This Cooperative Purchasing Master Agreement may be utilized under the following conditions:

2.1. PARTICIPATING ENTITIES. Contractor may not sell Public Safety Radio products and services under this Cooperative Purchasing Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The terms and conditions set forth in the Cooperative Purchasing Master Agreement are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented, or amended by a Participating Addendum; *Provided*, however, that no Participating Addendum shall operate to alter or modify any substantive terms of this Cooperative Purchasing Master Agreement which were solicited and procured pursuant to a competitive procurement. By way of illustration and not limitation, Participating Entities may include unique administrative, delivery, and invoicing requirements, as well as entity-specific confidentiality requirements and similar entity-specific administrative requirements in purchase Orders utilizing this Cooperative Purchasing Master Agreement.

2.2. PURCHASING ENTITIES. Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order or other commitment document against the Cooperative Purchasing Master Agreement and becomes financially committed to the purchase.

2.3. PARTICIPATING ADDENDUM. Obligations under this Cooperative Purchasing Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive or other process to determine which Cooperative Purchasing Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum as instructed by the Lead State to support documentation of participation and posting in appropriate databases.

2.4. PURCHASING ENTITY RIGHTS. Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Cooperative Purchasing Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Cooperative Purchasing Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Cooperative Purchasing Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. Contractor will apply the charges and invoice each Participating Entity individually.

2.5. PARTICIPATING ADDENDUM APPROVAL. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

3.1. CONTRACT SCOPE. Pursuant to this Cooperative Purchasing Master Agreement, Contractor is authorized to sell only those Public Safety Radio Products and Services in the category above posted on the NASPO ValuePoint website. Contractor shall not represent to any Participating or Purchasing Entity under this Cooperative Purchasing Master Agreement that Contractor has contractual authority to sell any Public Safety Radio Products beyond those approved and posted on the NASPO ValuePoint website.

3.2. MINIMUM WARRANTY FOR INCLUDED GOODS/SERVICES. Notwithstanding any provision to the contrary, Contractor agrees to and is providing a minimum warranty of no less than one (1) year for any goods/services included in this Cooperative Purchasing Master Agreement. Such minimum warranty begins when the goods/services are accepted by Purchasing Entity or as agreed by Purchasing Entity in its ordering documentation. Such minimum warranty includes all firmware and software updates within warranty period. Parts and related software will be free from defects in material and workmanship for one (1) year. If a product fails because of a defect in workmanship or materials within one (1) year from the date of acceptance by Purchasing Entity, manufacture shall repair or replace the product or part with a new product or part without charge to Purchasing Entity.

3.3. ADDITIONAL WARRANTY OPTIONS – See Motorola Solutions Pricing Document on the NASPO ValuePoint website for descriptions and pricing for all available warranty options.

3.4. AVAILABLE SERVICES – See Motorola Solutions Pricing Document on the NASPO ValuePoint website for descriptions and pricing for all available services.

3.5. ABILITY TO MODIFY SCOPE OF COOPERATIVE PURCHASING MASTER AGREEMENT. Subject to mutual agreement between the parties, Enterprise Services, acting as the lead state, reserves the right to modify the Public Safety Radio Products included in this Cooperative Purchasing Master Agreement; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this competitively procured Cooperative Purchasing Master Agreement. In no event shall such modification, if authorized by Enterprise Services, limit the requirement for cooperative purchasing agreements to be subject to competitive procurement.

3.6. Product Updates. Upon approval, Contractor may update their products/pricelist on a semi-annual basis. Contractor must submit to the Lead Contract Administrator a revised product/pricelist highlighting changes and include an effective date of the change. At no time during the contract term shall products be deleted from the products/pricelist. Discontinued products/services must be struck-through and highlighted for ease of review process. Product/pricelist updates must be submitted for review and approval to the Lead Contract Administrator thirty (30) days prior to the effective date of the change. All products/pricelist will be posted on the NASPO ValuePoint website.

Product updates for January 1st through June 30th must be submitted to Lead State Contract Administrator by June 1st to be eligible for product updates effective July 1st. Product updates for July 1st through December 31st must be submitted to the Lead State Contract Administrator by December 1st to be eligible for product updates effective January 1st. Additional product updates may be considered for approval with proper 30 day notice at the discretion of the Lead State.

Semi-Annual	Submitted By	Effective Date
January 1-June 30	June 1st	July 1st
July 1-December 31	December 1st	January 1st

System Solution providers may update their list of available products quarterly. Quarterly means the last day of each calendar quarter, see below.

Quarter	Submitted By	Effective Date
January 1-March 30	March 1st	April 1st
April 1-June 30	June 1st	July 1st
July 1- September 30	September 1st	October 1st
October 1-December 31	December 1st	January 1st

All System Solution available product options will be posted on the NASPO ValuePoint website. A minimum of thirty-three percent (33%) of the components offered in a complete Radio or Microwave System Solution must be indexed on the Awarded Contractor's Price List. Enterprise Services reserves the right to audit System Solution orders for compliance. Updates to System Solution available products must be submitted to the Lead Contract Administrator 30 days prior to the effective date of the change. Additional product options may be considered for approval with proper 30 day notice at the discretion of the Lead State.

3.7. Economic Adjustments. All pricing must be guaranteed for the first year of the Cooperative Purchasing Master Agreement. Following the guarantee period, any request for price increases must be for an equal guarantee period (1 year), and must be submitted to the Lead State at least thirty (30) calendar days prior to the effective date. The Lead State will review a documented request for an MSRP price list increase only after the Price Guarantee Period.

Requests for price increases must include sufficient documentation supporting the request and demonstrating the reasonableness of the adjustment when comparing the current price list to the proposed price list. Documentation may include: the manufacturer's national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase. The price increase must not produce a higher profit margin than the original contract, and must be accompanied by sufficient documentation and nationwide notice of price adjustment to the published manufacturer's price list. No retroactive price increases will be allowed.

Price Reductions. In the event of a price decrease in any category of product at any time during the contract in an OEM's published manufacturer's price list, including renewal options, the Lead State shall be notified immediately. All published manufacturer's price list price reductions shall be effective upon the notification provided to the Lead State.

Enterprise Services reserves the right to request clarification and justification for requested Economic Adjustments.

Economic Price Adjustment requests for January 1st through June 30th must be submitted to Lead State Contract Administrator by June 1st to be eligible for product updates effective July 1st. Product updates for July 1st through December 31st must be submitted to the Lead State Contract Administrator by December 1st to be eligible for product updates effective January 1st.

Semi-Annual	Submitted By	Effective Date
January 1-June 30	June 1st	July 1st
July 1-December 31	December 1st	January 1st

3.8. PRICE CEILING. Although Contractor may offer lower prices, including volume discounts, to Purchasing Entity, during the term of this Cooperative Purchasing Master Agreement, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth approved and posted on the NASPO ValuePoint website.

3.9. COOPERATIVE PURCHASING MASTER AGREEMENT INFORMATION. Enterprise Services shall maintain and provide information regarding this Cooperative Purchasing Master Agreement, including scope and pricing, to eligible Purchasing Entity.

3.10. CONTRACTOR RESPONSIBILITIES. Contractor shall be responsible for successful performance of the Cooperative Purchasing Master Agreement and also for the successful performance of any and all of their partners. Contractor is to be the sole point of contact as applicable by Cooperative Purchasing Master Agreement with regard to contractual matters, payment of any and all charges resulting from the purchase of the products and maintenance of the product for the term of the Cooperative Purchasing Master Agreement unless otherwise specified by a Participating State in a Participating Addendum and/or the Cooperative Purchasing Master Agreement. Contractor must be able to receive, process, and invoice orders unless the Participating State has agreed to assign these functions to a partner. Contractor will be responsible for compliance with requirements under the Cooperative Purchasing Master Agreement, even if requirements are delegated to partners. Contractor and partners must not in any way represent themselves in the name of the Lead State, NASPO ValuePoint or Participating States.

4. **Contractor Representations and Warranties.** Contractor makes each of the following representations and warranties as of the effective date of this Cooperative Purchasing Master Agreement and at the time any order is placed pursuant to this Cooperative Purchasing Master Agreement. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

4.1. Qualified to do Business. Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington. Contractor further represents and warrants that, within fifteen (15) days of executing any Participating Addendum and prior to making any sales pursuant to such Participating Addendum, Contractor shall be in good standing and qualified to do business in such state and that Contractor properly shall have registered to do business in such state, shall possess and shall keep current all required licenses and/or approvals, and that it shall be current, in full compliance, and have paid all applicable taxes owed to such state.

4.2. Suspension & Debarment. Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

4.3. Quality of Goods or Services. Contractor represents and warrants that any goods and/or services sold pursuant to this Cooperative Purchasing Master Agreement shall be merchantable, shall conform to this Cooperative Purchasing Master Agreement and Purchasing Entity's Purchase Order, shall be fit and safe for the intended purposes as specified in this Agreement, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered and the services provided free of liens and encumbrances. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchasing Entity) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchasing Entity's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs. These warranties do not apply to: (i) defects or damage resulting from: use of the equipment or software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Contractor; Purchasing Entity's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship equipment to the repair depot; (vi) scratches or other cosmetic damage to equipment surfaces that does not affect the operation of the equipment; and (vii) normal or customary wear and tear.

THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND CONTRACTOR SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

4.4. WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Cooperative Purchasing Master Agreement and the three (3) year period immediately preceding the award of the Cooperative Purchasing Master Agreement, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.

4.5. PAY EQUALITY. Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Cooperative Purchasing Master Agreement and any Purchasing Entity hereunder similarly may suspend or terminate its use of the Cooperative Purchasing Master Agreement and/or any agreement entered into pursuant to this Cooperative Purchasing Master Agreement.

4.6. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does <u>NOT</u> require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Cooperative Purchasing Master Agreement, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

4.7. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasing Entity's employees.

4.8. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Cooperative Purchasing Master Agreement, Contractor shall maintain an accurate profile in WEBS.

4.9. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.

4.10. COOPERATIVE PURCHASING MASTER AGREEMENT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Cooperative Purchasing Master Agreement with eligible Purchasing Entity and to ensure that those entities that utilize this Cooperative Purchasing Master Agreement are eligible Purchasing Entity. Contractor understands and acknowledges that neither Enterprise Services nor Purchasing Entity are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchasing Entity, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.

4.11. COOPERATIVE PURCHASING MASTER AGREEMENT TRANSITION. Contractor represents and warrants that, in the event this Cooperative Purchasing Master Agreement or a similar contract, is transitioned to another contractor (e.g., Cooperative Purchasing Master Agreement expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

4.12. SUB-CONTRACTORS, AUTHORIZED RESELLERS/DEALERS. MANUFACTURER'S REPRESENTATIVE (PARTNERS). If utilizing partners, Contractor is responsible for such partners providing products and services, as well as warranty and maintenance services for any product or solution such partners provide pursuant to this Cooperative Purchasing Master Agreement. Pursuant to their applicable Participating Addendum, each Participating Entity may allow or disallow Contractor to utilize Partners. Only partners approved by the Participating Entity may be utilized. The Participating Entity will define the process to add and remove partners in their Participating Addendum.

5. USING THE COOPERATIVE PURCHASING MASTER AGREEMENT – PURCHASES.

5.1. ORDERING REQUIREMENTS. Eligible Purchasing Entity shall order goods and/or services from this Cooperative Purchasing Master Agreement, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchasing Entity but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchasing Entity also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchasing Entity Order"). All order documents must reference the Cooperative Purchasing Master Agreement number. The terms of this Cooperative Purchasing Master Agreement shall apply to any Purchase Order and, in the event of any conflict, the terms of this Cooperative Purchasing Master Agreement shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or other agreement modify the terms and conditions of this Cooperative Purchasing Master Agreement.

A minimum of thirty-three percent (33%) of the solution components must be indexed on the Contractor's Price List. Prior to executing an order for a "Solution", Contractor shall provide Purchasing Entity a detailed Cost Proposal itemizing all proposed costs (including labor costs, employee benefits, travel, overhead and other direct costs) Contractor estimates it will incur in the performance of the work.

(a) All order documents must, at a minimum, reference

- the Cooperative Purchasing Master Agreement number;
- The place and requested time of delivery;
- A billing address;
- The name, phone number, and address of the Participating Entity representative;

(b) All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Participating Entity's purchasing office, or to such other individual identified in writing in the Order.

(c) Orders must be placed pursuant to this Cooperative Purchasing Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days thereafter.

(d) Notwithstanding the expiration, cancellation or termination of this Cooperative Purchasing Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Cooperative Purchasing Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Cooperative Purchasing Master Agreement may not be placed after the expiration or termination of this Cooperative Purchasing Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Cooperative Purchasing Master Agreement, the Purchase Order used by Purchasing Entity, or as otherwise mutually agreed in writing between the Purchasing Entity and Contractor. The following apply to all deliveries:

(a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchasing Entity's normal work hours and within the time period mutually agreed in writing between Purchasing Entity and Contractor at the time of order placement. Deliveries to be off-loaded at Purchasing Entity's receiving dock or designated job site by Contractor.

(b) Contractor shall ship all goods purchased pursuant to this Master Agreement Purchasing Entity's specified destination. Shipping charges must be mutually agreed to between Purchasing Entity and Contractor. Contractor shall bear all risk of loss, damage, or destruction of the goods ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchasing Entity's fault or negligence.

(c) All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

(d) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Cooperative Purchasing Master Agreement shall be identified by the Cooperative Purchasing Master Agreement number set forth on the cover of this Cooperative Purchasing Master Agreement and the applicable Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

(e) Purchasing Entities may return unopened or unused (non-specialty) Public Safety Radio products within ten (10) business days of receipt for full credit, minus any freight or restocking fee. In such event, Contractor is responsible for shipping costs pertaining to any defective Public Safety Radio Products that are returned.

5.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or services purchased under this Cooperative Purchasing Master Agreement are subject to Purchasing Entity's reasonable inspection, testing, and approval at Purchasing Entity's destination. Such inspection and approval shall be determined within thirty (30) days of delivery. Purchasing Entity reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Cooperative Purchasing Master Agreement and Purchasing Entity's Purchase Order. Purchasing Entity may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the goods and/or services at the time of delivery, Purchasing Entity will notify Contractor within five (5) business days. At Purchasing Entity's option, and without limiting any other rights, Purchasing Entity may require Contractor to, consistent with the warranty terms, repair or replace, at Contractor's expense, any or all of the damaged goods and/or services or, at Purchasing Entity's option, Purchasing Entity may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.

(a) All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Cooperative Purchasing Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve Contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when the Public Safety Radio Products are put to use. Acceptance of such Public Safety Radio Products may be revoked in accordance with the provisions of the applicable commercial code, and Contractor shall be liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of any Public Safety Radio Products rejected and returned, or for which Acceptance is revoked.

(b) If any Public Safety Radio Products do not conform to the specifications, the Purchasing Entity may require the Contractor to repair or replace the Public Safety Radio Product in conformity with the specifications.

5.4. ON SITE REQUIREMENTS. While on Purchasing Entity's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchasing Entity's physical, fire, access, safety, and other security requirements.

5.5. INSTALLATION. Installation shall be performed by Contractor or Sub-Contractor, in a professional manner in accordance with industry standard best practices. The premises shall be left in a neat, clean, and undamaged condition. Purchasing Entity reserves the right to require Contractor or Sub-Contractor to repair any damage caused during installation or provide full compensation as determined by Purchasing Entity.

5.6. CONFIDENTIALITY; SAFEGUARDING OF INFORMATION. Contractor shall not use or disclose any information concerning Enterprise Services/the State of Washington or Purchasing Entity's information which may be classified as confidential, for any purpose not directly connected with the administration of this Cooperative Purchasing Master Agreement, except with prior written consent of Enterprise Services (or the applicable Purchasing Entity), or as may be required by law.

5.7. TREATMENT OF ASSETS. Title to all property furnished by any Participating State and/or Purchasing Entity shall remain with such Participating State and/or Purchasing Entity, as applicable. Any property of any Participating State and/or Purchasing Entity furnished to Contractor shall, unless otherwise provided herein or approved by such Participating State and/or Purchasing Entity, be used only for the performance of this Cooperative Purchasing Master Agreement. Contractor shall be responsible for damages as a result of any loss or damage to property of any Participating State and/or Purchasing Entity to the extent it results from the negligence of Contractor or to the extent it results from the failure on the part of Contractor to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances. If any such Participating State and/or Purchasing Entity property is lost, destroyed, or damaged, Contractor immediately shall notify such Participating State and/or Purchasing Entity and shall take all reasonable steps to protect the property from further damage. Contractor shall surrender to such Participating State and/or Purchasing Entity all property of such Participating State and/or Purchasing Entity prior to settlement upon completion, termination, or cancellation of this Cooperative Purchasing Master Agreement. Title to all property furnished by Contractor, the cost for which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the Purchasing Entity upon delivery of such property by Contractor and acceptance by the Purchasing Entity. Title to other property, the cost of which is reimbursable to Contractor under this Contract, shall pass to and vest in the

Purchasing Entity upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the Purchasing Entity in whole or in part, whichever first occurs. All reference to Contractor under this clause shall also include Contractor's employees, agents or subcontractors. Title to software shall not pass to Purchasing Entity but shall be licensed. All reference to Contractor under this clause shall also include Contractor's employees, agents or subcontractors.

5.8. SOFTWARE LICENSE AGREEMENT. If the public safety communications equipment ordered and delivered under the terms and conditions of this Cooperative Purchasing Master Agreement requires software or firmware to operate, Purchasing Entity and Contractor will mutually agree to Contractor's Software License Agreement that will apply to such transactions. Contractor's current version of the Software License Agreement is located on the NASPO ValuePoint website. Contractor's software license agreement shall not conflict with the terms and conditions of this Cooperative Purchasing Master Agreement. If there are any conflicts between the Cooperative Purchasing Master Agreement and Contractor's Software License Agreement, the Cooperative Purchasing Master Agreement shall prevail.

5.9. SUBSCRIPTION SERVICES AGREEMENT. If the public safety communications equipment ordered and delivered under the terms and conditions of this Contract requires subscription services to operate, Purchasing Entity and Contractor will mutually agree to Contractor's Subscription Services Agreement that will apply to such transactions. Contractor's current version of the Subscription Services Agreement is located on the NASPO ValuePoint website. Contractor's Subscription Services Agreement shall not conflict with the terms and conditions of this Master Agreement. If there are any conflicts between the Cooperative Purchasing Master Agreement and Contractor's Subscription Services Agreement, the Cooperative Purchasing Master Agreement shall prevail.

6. INVOICING & PAYMENT.

6.1. CONTRACTOR INVOICE. Contractor shall submit to Purchasing Entity's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:

- Cooperative Purchasing Master Agreement No. 00318
- Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
- Contractor's Federal Tax Identification Number
- Date(s) of delivery
- Applicable goods/services
- Invoice amount; and
- Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Cooperative Purchasing Master Agreement prices, less discounts or lower negotiated costs. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

6.2. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchasing Entity. Payment is due within thirty (30) days of invoice. If Purchasing Entity fails to make timely payment(s), Contractor may invoice Purchasing Entity in the amount of one percent (1%) per month on the amount overdue or a minimum of $1. Payment will not be considered late if a check or warrant is mailed within the time specified.

6.3. OVERPAYMENTS. Contractor promptly shall refund to Purchasing Entity the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchasing Entity shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchasing Entity may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

6.4. NO ADVANCE PAYMENT. No advance payment shall be made for the products and services furnished by Contractor pursuant to this Cooperative Purchasing Master Agreement; Provided, however, that the parties agree that maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.

6.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.

6.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Cooperative Purchasing Master Agreement. Failure to do so shall constitute breach of this Cooperative Purchasing Master Agreement. Unless otherwise agreed, Purchasing Entity shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchasing Entity, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

7. CONTRACT MANAGEMENT.

7.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Cooperative Purchasing Master Agreement. Enterprise Services' contract administrator shall provide Cooperative Purchasing Master Agreement oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Cooperative Purchasing Master Agreement. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services
Attn: Contract Administrator 00318
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-2218

Motorola Solutions, Inc.
Attn: Andrew Chyterbok
500 W Monroe Street
Suite 4400
Chicago, IL 6661-3781

Email: DESContractsTeamCypress@des.wa.gov   Tel: (360) 409-3223
Email: andrew.chyterbok@motorolasolutions.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

7.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchasing Entity issues pertaining to this Cooperative Purchasing Master Agreement.

7.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services
Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Motorola Solutions, Inc.
Attn: Andrew Chyterbok
500 W Monroe Street
Suite 4400
Chicago, IL 6661-3781
Email: andrew.chyterbok@motorolasolutions.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. NASPO VALUEPOINT SUMMARY AND DETAILED USAGE REPORTS.

8.1. SUMMARY SALES DATA. Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under this Cooperative Purchasing Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

8.2. DETAILED SALES DATA. Contractor also shall report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Participating Entity name; (4) Participating Entity bill-to and ship-to locations; (4) Participating Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; and (8) line item description, including product number if used. Reports are due on a quarterly basis and must be received by the Enterprise Services and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to Enterprise Services and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by Enterprise Services and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Cooperative Purchasing Master Agreement.

8.3. NASPO VALUEPOINT EXECUTIVE SUMMARY. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

8.4. REPORT OWNERSHIP. Timely submission of these reports is a material requirement of the Cooperative Purchasing Master Agreement. Enterprise Services and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8.5. CONFIDENTIALITY OF DETAILED SALES DATA AND PARTICIPATING ADDENDA. Participating Addenda, as well as Orders or transaction data relating to Orders under this Cooperative Purchasing Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates, shall be Confidential Information. Contractor shall hold Confidential Information in confidence and shall not transfer or otherwise disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Cooperative Purchasing Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Cooperative Purchasing Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

9. NASPO VALUEPOINT COOPERATIVE PROGRAM MARKETING AND PERFORMANCE REVIEW

9.1. NASPO VALUEPOINT COOPERATIVE PROGRAM. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Cooperative Purchasing Master Agreement, including the competitive nature of NASPO ValuePoint procurements, the Cooperative Purchasing Master Agreement and Participating Addendum process, and the manner in which qualifying entities can participate in the Cooperative Purchasing Master Agreement.

9.2. LOGOS. NASPO VALUEPOINT logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

9.3. ANNUAL SUPPLIER BUSINESS REVIEW. Contractor agrees to participate in an annual supplier performance review at a location (virtual or in-person) selected by Enterprise Services and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees. The 2022 Annual Supplier Business Review requires in-person attendance. Any subsequent Annual Supplier Business Review meetings may be attended virtually or in-person.

10. ADMINISTRATIVE FEES.

10.1. CONTRACTOR shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint ADMINISTRATIVE Fee of one-quarter of one percent (0.25%) of the quarterly sales by participating state. The NASPO ValuePoint administrative fee is not negotiable. This fee may not be adjusted in any Participating Addendum. This fee is to be included as part of the pricing submitted with the bid.

10.2. Some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. The fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Cooperative Purchasing Master Agreement. The Contractor may adjust the Cooperative Purchasing Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee set forth above shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

11. RECORDS RETENTION & AUDITS.

11.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Cooperative Purchasing Master Agreement and orders placed by Purchasing Entity under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Cooperative Purchasing Master Agreement or final payment for any order placed by a Purchasing Entity against this Cooperative Purchasing Master Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

11.2. AUDIT. Upon reasonable advance written notice, Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasing Entity and that Contractor has paid all applicable vendor management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchasing Entity, and any other duly authorized agent of a governmental agency, to audit, inspect examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Cooperative Purchasing Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Cooperative Purchasing Master Agreement or final payment for any order placed by a Purchasing Entity against this Cooperative Purchasing Master Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

11.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchasing Entity, Contractor shall reimburse Purchasing Entity for any overpayments inconsistent with the terms of this Cooperative Purchasing Master Agreement or orders, at a rate of 100% of such overpayments, found as a result of the examination of the Contractor's records.

12. INSURANCE.

12.1. REQUIRED INSURANCE. During the Term of this Cooperative Purchasing Master Agreement, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit A – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for goods/services and no additional payment shall be made.

12.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Cooperative Purchasing Master Agreement. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

12.3. INSURANCE CERTIFICATE. Prior to commencement of performance, Contractor shall provide to Enterprise Services a Certificate of Insurance acceptable to Enterprise Services that (1) includes the State of Washington and Enterprise Services as additional insureds, (2) provides for written notice of cancellation delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

13. PUBLIC INFORMATION. This Cooperative Purchasing Master Agreement, all related documents, and all records created as a result of the Cooperative Purchasing Master Agreement are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. In addition, Participating Addendums and related records shall be subject to public disclosure as required by applicable law pertaining to such Purchasing Entity. Consistent with the Public Records Act, to the extent that any such Contractor document or record – in whole or in part – includes information exempted or protected from disclosure by the Public Records Act, Contractor may mark such document or record – the exempted or protected portions only – with the specific basis for protection under the Public Records Act. In the event that Enterprise Services receives a public records disclosure request that pertains to such properly marked documents or records, Enterprise Services shall notify Contractor of such disclosure request and of the date that the records will be released to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining such disclosure. In the event Contractor fails to file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested documents on the date specified. Contractor's failure properly to identify exempted or protected information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are protected or exempt from disclosure.

14. DEFAULTS AND REMEDIES

14.1. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Cooperative Purchasing Master Agreement immediately by written cure notice of any default. Contractor may be required to submit a written cure plan within five (5) business days of Suspension notification. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Cooperative Purchasing Master Agreement. All of Contractor's obligations to Enterprise Services and Purchasing Entity survive termination of Contractor's rights under this Cooperative Purchasing Master Agreement, until such obligations have been fulfilled.

14.2. DEFAULT. Each of the following events shall constitute default of this Cooperative Purchasing Master Agreement by Contractor:

(a) Contractor fails to perform or comply with any of the terms or conditions of this Cooperative Purchasing Master Agreement;

(b) Contractor breaches any representation or warranty provided herein; or

(c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

14.3. REMEDIES for DEFAULT.

(a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Cooperative Purchasing Master Agreement are in addition to all other available remedies.

(b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasing Entity replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Cooperative Purchasing Master Agreement price and the replacement or cover price for identical equipment or services, as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement. Enterprise Services or Purchasing Entity will mitigate damages and provide Contractor with detailed invoices substantiating the charges.

(c) Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Cooperative Purchasing Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, either Party shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order. Nothing in this Cooperative Purchasing Master Agreement shall be construed to limit the rights and remedies available to either Party under the applicable commercial code.

14.4. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchasing Entity be liable to the other for exemplary or punitive damages. Contractor's total liability, whether for breach of contract, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the $2,000,000 per claim or $30,000,000 aggregate liability; *provided*, however, that nothing contained in this Section will in any way exclude or limit Contractor's liability for all damages arising out of gross negligence, personal injury or death.

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT CONTRACTOR WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY CONTRACTOR PURSUANT TO THIS AGREEMENT.

This limitation of liability provision survives the expiration or termination of this Cooperative Purchasing Master Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Cooperative Purchasing Master Agreement may be brought later than the limitations period specified by statute.

14.5. GOVERNMENTAL TERMINATION.

(a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Cooperative Purchasing Master Agreement if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Cooperative Purchasing Master Agreement; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Participating Entity or Purchasing Entity from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor. Contractor will be entitled to seek a change order to the extent Contractor provides documentary evidence that Contractor has incurred additional costs as a result of the suspension including costs to demobilize and remobilize the project.

(b) Termination for Convenience. Enterprise Services, for convenience, may terminate this Cooperative Purchasing Master Agreement; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Participating Entity or Purchasing Entity from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor.

15. Claims.

15.1. Assumption of Risks; Claims Between the Parties. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents to the extent caused by its operations under this Cooperative Purchasing Master Agreement. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchasing Entity's property resulting directly or indirectly from its acts or omissions under this Cooperative Purchasing Master Agreement, to the extent attributable to negligence by Contractor or its agents.

15.2. Third-Party Claims; Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services, any Purchasing Entity, and NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint) (NASPO) and their respective employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") to the extent arising from any negligent act or omission of Contractor or its successors, agents, and subcontractors under this Cooperative Purchasing Master Agreement, except to the extent such claims are caused by Enterprise Services, any Purchasing Entity, or NASPO's' negligence. Contractor shall take all steps needed to keep Purchasing Entity's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Cooperative Purchasing Master Agreement or in any other document executed in conjunction with this Cooperative Purchasing Master Agreement.

15.3. Indemnification – Intellectual Property. The Contractor will defend at its expense any suit brought against NASPO, NASPO ValuePoint, Participating State or Purchasing Entity, ("Customer") to the extent it is based on a third party claim alleging Contractor manufactured equipment or Contractor software ("Contractor Product") directly infringes a United States patent or copyright ("Intellectual Property Claim") if Contractor receives reasonably prompt written notice of such claim or suit. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense.

If an Intellectual Property Claim occurs, or in Contractor's opinion is likely to occur, Contractor may at its option and expense: (a) procure for Customer the right to continue using the Contractor Product; (b) replace or modify the Contractor Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Contractor Product and grant Customer a credit for the Contractor Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) modified by a third party other than Contractor

(c) specified by the Contractor to work with the Product; or

(d) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(e) it would be reasonably expected to use the Product in combination with such product, system or method.

This Section 15 provides Customer's sole and exclusive remedies and Contractor's entire liability in the event of an Infringement Claim. Customer has no right to recover and Contractor has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 15 are subject to and limited by the restrictions set forth in Section 14.4.

16. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Cooperative Purchasing Master Agreement efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

17. GENERAL PROVISIONS.

17.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Cooperative Purchasing Master Agreement.

17.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.

17.3. INTEGRATED AGREEMENT. This Cooperative Purchasing Master Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

17.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Cooperative Purchasing Master Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party.

17.5. AUTHORITY. Each party to this Cooperative Purchasing Master Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Cooperative Purchasing Master Agreement and that its execution, delivery, and performance of this Cooperative Purchasing Master Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

17.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Cooperative Purchasing Master Agreement. Neither party is an agent of the other party nor authorized to obligate it.

17.7. ASSIGNMENT. Contractor may not assign its rights under this Cooperative Purchasing Master Agreement without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Cooperative Purchasing Master Agreement in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Cooperative Purchasing Master Agreement notwithstanding any prior assignment of its rights.

17.8. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Cooperative Purchasing Master Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

17.9. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Cooperative Purchasing Master Agreement, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.

17.10. FEDERAL FUNDS. To the extent that any Purchasing Entity uses federal funds to purchase goods and/or services pursuant to this Cooperative Purchasing Master Agreement, such Purchasing Entity shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery. Contractor shall have reasonable opportunity to review, and if required, clarify such requirement or certification prior to accepting any such order.

17.11. SEVERABILITY. If any provision of this Cooperative Purchasing Master Agreement is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Cooperative Purchasing Master Agreement, and to this end the provisions of this Cooperative Purchasing Master Agreement are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Cooperative Purchasing Master Agreement.

17.12. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Cooperative Purchasing Master Agreement, nor shall any purported oral modification or rescission of this Cooperative Purchasing Master Agreement by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

17.13. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Cooperative Purchasing Master Agreement shall survive and remain in effect following the expiration or termination of this Cooperative Purchasing Master Agreement, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

17.14. GOVERNING LAW. The validity, construction, performance, and enforcement of this Cooperative Purchasing Master Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules. The validity, construction, and effect of any Participating Addendum pertaining to the Cooperative Purchasing Master Agreement or Order placed pursuant to such Participating Addendum shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

17.15. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Cooperative Purchasing Master Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington; *Provided*, however, that venue for any claim, dispute, or action concerning any Order placed against the Cooperative Purchasing Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

17.16. SOVEREIGN IMMUNITY. In no event shall this Cooperative Purchasing Master Agreement, any Participating Addendum or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court.

17.17. ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Cooperative Purchasing Master Agreement or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.

17.18. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Cooperative Purchasing Master Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Cooperative Purchasing Master Agreement. Each party hereto and its counsel has reviewed and revised this Cooperative Purchasing Master Agreement and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Cooperative Purchasing Master Agreement. Each term and provision of this Cooperative Purchasing Master Agreement to be performed by either party shall be construed to be both a covenant and a condition.

17.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Cooperative Purchasing Master Agreement, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Cooperative Purchasing Master Agreement including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Cooperative Purchasing Master Agreement.

17.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Cooperative Purchasing Master Agreement in their entirety.

17.21. CAPTIONS & HEADINGS. The captions and headings in this Cooperative Purchasing Master Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Cooperative Purchasing Master Agreement nor the meaning of any provisions hereof.

17.22. ELECTRONIC SIGNATURES. An electronic signature of this Cooperative Purchasing Master Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Cooperative Purchasing Master Agreement or such other ancillary agreement for all purposes.

17.23. COUNTERPARTS. This Cooperative Purchasing Master Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Cooperative Purchasing Master Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Cooperative Purchasing Master Agreement.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON **DEPARTMENT OF ENTERPRISE SERVICES**	**MOTOROLA SOLUTIONS, INC.** **A DELAWARE CORPORATION**
By: Elena McGrew Elena McGrew	By: N. Thomas Neil Thomas
Its: Acting Statewide Enterprise Procurement Manager	Its: Regional Vice President and Director of Sales

Exhibit A

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Cooperative Purchasing Master Agreement, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:

   a. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than $2,000,000 per occurrence and $4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.

   b. WORKERS' COMPENSATION INSURANCE. Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.

   c. EMPLOYERS' LIABILITY (STOP GAP) INSURANCE. Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease, and $1,000,000 bodily injury by disease policy limit.

   The insurance coverage limits set forth herein are required. Contractor's insurance coverage shall be the amounts specified. Coverage in the amounts of these limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

3. **ADDITIONAL INSURED.** Commercial General Liability and, Commercial Automobile Liability, Insurance shall include the State of Washington and all authorized Purchasing Entity (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Cooperative Purchasing Master Agreement, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Cooperative Purchasing Master Agreement, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and amounts, have been secured. In addition, no less than five (5) days prior to coverage expiration, Contractor shall furnish to

Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All certificates of insurance shall include the Cooperative Purchasing Master Agreement number stated on the cover of this Cooperative Purchasing Master Agreement.** All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as Enterprise Services may specify in writing:

US Mail: Contracts & Procurement – Cooperative Purchasing Master
Agreement Insurance Certificate
Cooperative Purchasing Master Agreement
No. 00318 – Public Safety Communications Products, Services and Solutions
Attn: Team Cypress
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411

Email: DESContractsTeamCypress@des.wa.gov

Note: For Email notice, the Email Subject line must state:
Cooperative Purchasing Master Agreement Insurance Certificate – No. 00318 – Public Safety Communications Products, Services and Solutions

5. **Primary Coverage.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchasing Entity. All insurance or self-insurance of the State of Washington and/or Purchasing Entity shall be excess of any insurance provided by Contractor or subcontractors.

6. **Subcontractors.** Prior to utilizing any subcontractor, Contractor shall require any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

7. **Waiver of Subrogation.** Contractor waives all rights of subrogation against the State of Washington and any Purchasing Entity for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

8. **Notice of Change or Cancellation.** There shall be no cancellation without at least thirty (30) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Cooperative Purchasing Master Agreement number stated on the cover of this Cooperative Purchasing Master Agreement.

9. **Extended Reporting Period.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Cooperative Purchasing Master Agreement.

00318 NVP-MA Motorola Clean-20211221_MSI _signed

Final Audit Report 2022-01-04

Created:	2022-01-04
By:	Neva Peckham (neva.peckham@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATm9nOYpuw4mH_AHN_ril9XZfWe7EIZrX

"00318 NVP-MA Motorola Clean-20211221_MSI_signed" History

Document created by Neva Peckham (neva.peckham@des.wa.gov)
2022-01-04 - 3:00:02 PM GMT- IP address: 198.238.242.30

Document emailed to Elena McGrew (elena.mcgrew@des.wa.gov) for signature
2022-01-04 - 3:01:00 PM GMT

Email viewed by Elena McGrew (elena.mcgrew@des.wa.gov)
2022-01-04 - 4:25:28 PM GMT- IP address: 104.47.64.254

Document e-signed by Elena McGrew (elena.mcgrew@des.wa.gov)
Signature Date: 2022-01-04 - 10:19:39 PM GMT - Time Source: server- IP address: 198.238.242.30

Agreement completed.
2022-01-04 - 10:19:39 PM GMT

Adobe Sign

CITY OF VANCOUVER
Procurement Services
(360) 487-8430
procurement.services@cityofvancouver.us
www.cityofvancouver.us
Federal Tax ID No. 91-6001288

Purchase Order #:	PO-66633
Revision #:	0
Effective Date:	3/4/24
Contract #:	C-101017

This Purchase Order number must appear on all invoices, packing lists, and correspondence related to this order.

Motorola Solutions Inc
500 West Madison Street, 44th Floor
Chicago, IL 60661

Submit Invoice To:
City of Vancouver
Christel Nelson
PO Box 1995
Vancouver, WA 98668
Christel.Nelson@cityofvancouver.us
accpay@cityofvancouver.us

Ship To:
City of Vancouver
Christel Nelson
Fire Station 5
7110 NE 63rd Street
Vancouver, WA 98661

If you have any questions regarding this order, please contact:

Christel Nelson / (360) 487-7223 Christel.Nelson@cityofvancouver.us

Line #	Line Description	Qty	UOM	Unit Price	Tax	Amount
1	REMOTE SPEAKER MICROPHONES PER QUOTE 2534257	10840.5	Lump Sum	1.00	943.12	10,840.50
				Subtotal:		$10,840.50
				Tax:		$943.12
				Total:		$11,783.62

Note to Supplier

This City is authorized to enter the #00318 Public Safety Communications Products, Services and Solutions with Motorola Solutions Inc under RCW 39.34. The #00318 Public Safety Communications Products, Services and Solutions is incorporated by reference into this purchase order. The City is Washington State Department of Enterprise Services under the #00318 Public Safety Communications Products, Services and Solutions. Motorola Solutions Inc agrees to be bound to the#00318 Public Safety Communications Products, Services and Solutions with City as Washington State Department of Enterprise Services in providing goods/services under the #00318 Public Safety Communications Products, Services and Solutions.

Authorized Signature

CITY OF Vancouver WASHINGTON

Item #6.

Staff Report: 134-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/15/2024

SUBJECT Piggyback Contract - Purchase Bearcat Vehicle H-GAC AM10-23 from Lenco Industries

Key Points

- The City purchases armored vehicles under City of Vancouver Contract C-101687; HGAC AM10-23 for Lenco Industries.
- The purchase is expected to exceed the current $300,000 threshold, requiring Council approval.

Strategic Plan Alignment

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

Present Situation

The City purchases armored vehicles through Lenco Industries, Inc under HGAC AM10-23 Contract, C-101687. Purchases are expected to exceed the current $300,000 threshold, requiring Council approval. The current contract has a balance of $300,000 and the armored vehicle is estimated to cost $370,000. The increase of this threshold to a maximum of $380,000 will enable Vancouver Police Department to purchase an armored vehicle in a quick manner while taking advantage of the H-GAC Contract's competitive pricing, good through September 30, 2027.

Advantage(s)

Utilizes an existing contract through HGAC AM10-23 for Lenco Industries that is good through September 30, 2027, to take advantage of competitive pricing.

Disadvantage(s)

None

Budget Impact

N/A

Prior Council Review

None

Action Requested

Authorize the City Manager, or designee, to approve purchases under contract C-101687, with Lenco Industries up to the current authorized budget.

Jeff Mori, Police Chief, 360-487-7498

ATTACHMENTS:

- Lenco Industries Contract
- Sample Purchase Order

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Lenco Industries, Inc., hereinafter referred to as the Contractor, having its principal place of business at 10 Betnr Industrial Drive, Pittsfield, MA 01201.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (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 1966 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.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES
The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD
This Master Agreement shall be performed during the period which begins Oct 01 2023 and ends Sep 30 2027. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING
Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK
The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS
If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor’s submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS
If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor’s ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE
Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS
Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor’s subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT
Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be

conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor’s behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H- GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor’s Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor’s cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC’s receipt of Contractor’s notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor’s Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer’s close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer’s close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to “Rights to Inventions Made Under a Contract or Master Agreement,” If the Federal award meets the definition of “funding Master 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 Master 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 Master Agreements,” and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b)

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) 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 (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent 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: (1) 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient 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: (1) 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Lenco Industries, Inc.

Signature DocuSigned by: Rob Weisberger 22361965AD3D478...

Name Rob Weisberger

Title Contracting & Sales Admin Spec.

Date 10/18/2023

H-GAC

Signature DocuSigned by: 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 10/23/2023

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY
Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE
Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE
Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES
Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE
Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

a. General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
b. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. CUSTOMER/END USER Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount
f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor’s employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. ‘‘Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to 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., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor 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 must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of 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) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders 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.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of $250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required anti-lobbying certification. Each tier must certify 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 CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master 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 a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate 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 and not more than $100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with 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).

Attachment A
Lenco Industries, Inc.
Ambulances, EMS & Special Service Vehicles
Contract No.: AM10-23

Manufacturer	Product	Item Description	Offered List Price	HGACBuy Discount
		Category C - Other Specialty Vehicle or Equipment		
Lenco Industries, Inc	**BearCat G2**	BearCat G2 Armored Tactical Vehicle, F-550 chassis, 131" WB	$ 213,514.89	6%
Lenco Industries, Inc	**BearCat G3**	BearCat G3 Armored Tactical Vehicle, F-550 chassis, 131" WB, Off-Road Edition	$ 250,704.26	6%
Lenco Industries, Inc	**BearCat G3M**	BearCat G3 Armored Tactical Vehicle, F-550 chassis, 131" WB, Off-Road Edition, severe duty package, CTIS compatible	$ 296,217.02	6%
Lenco Industries, Inc	**MedCat G2**	MedCat G2, Armored emergency response vehicle, F-550 chassis, 131" WB, MedEvac edition	$ 240,990.43	6%
Lenco Industries, Inc	**MedCat G3**	MedCat G3, Armored emergency response vehicle, F-550 chassis, 131" WB, MedEvac Off-Road edition, (2) litter design	$ 278,179.79	6%
Lenco Industries, Inc	**BearCat G3 Advanced Rescue**	BearCat G3 Advanced Rescue, Armored emergency response vehicle, F-550 chassis, 131" WB, MedEvac Off-Road edition, (4) litter design	$ 341,124.47	6%
Lenco Industries, Inc	**BearCat X3**	BearCat X3, Armored tactical vehicle, F-550 chassis, 131" WB, Pick-up edition	$ 259,063.83	6%
Lenco Industries, Inc	**BearCat X3M**	BearCat X3, Armored tactical vehicle, F-550 chassis, 131" WB, Pick-up edition, severe duty package; CTIS compatible	$ 293,451.06	6%
Lenco Industries, Inc	**BearCat X3 FireCat**	BearCat X3 FireCat, Armored emergency response vehicle, F-550 chassis, 131" WB, Pick-up Fire Response Edition	$ 358,957.45	6%
Lenco Industries, Inc	**BearCat G2 EOD**	BearCat G2 EOD, Armored emergency response vehicle, F-550 chassis, 131" WB, Bomb Disposal edition	$ 252,663.83	6%
Lenco Industries, Inc	**BearCat G3 EOD**	BearCat G3 EOD, Armored emergency response vehicle, F-550 chassis, 131" WB, Bomb Disposal Off-Road edition	$ 280,491.49	6%
Lenco Industries, Inc	**BearCat VIP**	BearCat VIP, Armored tactical security vehicle, F-550 chassis, 131" WB, SUV Edition	$ 280,296.81	6%

Ambulances, EMS & Special Service Vehicles

Request For Proposal
HGACBuy/Cooperative Purchasing Program
Project ID: AM10-23
Release Date: Friday, June 9, 2023
Due Date: Thursday, August 10, 2023 12:00pm
Posted Friday, June 9, 2023 7:00am
Bid Unsealed Thursday, August 10, 2023 12:03pm
Pricing Unsealed Thursday, August 10, 2023 12:03pm
All dates & times in Central Time

3. Scope of Work / Specifications

This is an indefinite quantity/indefinite delivery offerings contract. The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

3.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Ambulances, EMS and Other Specialty Vehicles and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers (end users) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. H-GAC is seeking the broadest possible selection of available ambulances, emergency medical response and specialty vehicles to best serve our customers by providing the largest selection of products/services available to meet their needs. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories.

3.2. Categories

This Solicitation is divided into ten (10) separate but related product categories (A-J). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer’s new and current model and must be fully operational upon delivery to the Customer.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category G. If that specific vehicle is also available with an internal combustion engine (ICE), please list the ICE vehicle separately in the appropriate vehicle category. Category G will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

1. **Ambulance**

   Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, Type (I, II, or III), module configurations/dimensions, chassis (make and model), 2WD/4WD, and fuel type.

2. **Light/Medium Duty EMS Rescue Vehicle**

   Response listings/descriptions must be organized by major sub-categories, which include manufacturer, model, type/function, chassis (make and model), dimensions, 2WD/4WD, and fuel type.

3. **Other Specialty Vehicle or Equipment**

   Category includes vehicles or trailers for command, communication, tactical response, or other related emergency response functions. Response listings/descriptions must be organized by major sub-categories, which shall include manufacturer, model, type/function, chassis (make and model), axle configuration, dimensions, 2WD/4WD, and fuel type.

4. **EMS Vehicle Conversions**

   Response listings/descriptions must be organized by major sub-categories, which include manufacturer, model, type/function, chassis, 2WD/4WD, and fuel type.

5. **Remount Services Only**

   Pricing for this service must include the cost of removing an existing body and reinstalling it on a different chassis, only. This service would apply where the chassis was supplied by the end user.

   Note: Remounting Services are to be performed by an authorized dealer/remounter. Any specific certifications or warranties that may be requested by an end user regarding remounts is the end user's responsibility and will be negotiated between the end user and the supplier/contractor when services are quoted.

6. **Remount on Contractor Supplied Chassis**

   Pricing for these items must include the cost of the chassis plus the removal and reinstallation of the body.

7. **Electric/Alternative Fuel Ambulance/EMS/Rescue Vehicles**

   Response listings must be organized by manufacturer, model, vehicle type/function, and primary fuel/propulsion type.

8. **Ambulance/EMS/Rescue Vehicle Service/Maintenance Plans**

   Response listings must include specific details about which fees are included in costs, including current labor rates, and fee structures.

9. **Ambulance/EMS/Rescue Vehicle Parts and Supplies**

   Response listing must include percentage discount.

10. **Ambulance/EMS/Rescue Vehicle Options**

    Response listing must include percentage discount.

3.3. General Requirements

All products priced and sold pursuant to this Solicitation must, as applicable:

1. Meet all applicable requirements of federal, state and local laws and regulations.
2. Be manufacturer's normal offering with all standard features and functions and performance levels.
3. Be ready for turn-key operation upon delivery.
4. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: "Unpriced/unpublished" options cannot be quoted on the Base Pricing List and may not be sold through this contract.

3.4. Additional Requirements

Licenses

1. Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Division of Motor Vehicles, Motor Vehicle Commission Code [latest edition], or any other local, state and federal licenses required and which are applicable to the respondent's operations.
2. The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Division. Contractor must ensure all emergency and specialty vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.
3. Contractor must maintain all licensing required by the State of Texas as applicable to their business operations during the entire contract term. If during the contract period such licensing lapses, Contractor will be in default and become subject to contract termination unless issued a stay or waiver.

Manuals

1. Contractor must supply at the time of delivery, at least two (2) sets of complete operations and service documentation covering the completed emergency vehicles as delivered and accepted (as per latest edition of KKK-A-1822F).
2. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each listing being bid.

Warranty

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

1. Contractor must furnish with response, and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
2. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).
3. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment/vehicle by the Contractor without cost to H-GAC or the Customer. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
4. Any and all documents necessary to effect manufacturer’s warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer’s warranty which will be honored by any of the manufacturer’s authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer.
5. The patient compartment, all modifications to the OEM chassis by Contractor on the accepted unit, equipment and parts will be guaranteed for a minimum period of one (1) year against defects in design, materials, and workmanship. The warranty period will begin upon final acceptance of the equipment. This warranty will cover parts and labor expenses.
6. On Type I & III emergency medical service MODULE the warranty period will be fifteen (15) years.
7. This warranty will be upgraded to its original status each time the module is remounted by Contractor, or a Contractor authorized remount facility, not to exceed five (5) years above the original warranty.
8. In the event any component part of equipment or materials furnished under these specifications, or its subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor will, at no expense to the End User agency or H-GAC, repair or replace equipment or component with new equipment or component.
9. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

3.5. Vehicle Requirements

All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards (examples: National Fire Protection Association (NFPA), Commission on Accreditation of Ambulance Services (CAAS), Federal Specification for the Star-of-Life Ambulance (KKK-A-1822F), Occupational Safety and Health Administration (OSHA)).

3.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

3.7. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

1. "Business Day" Monday through Friday
2. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
3. "Regular Time" Work that occurs during standard business hours
4. "Emergency Time" Work that occurs outside standard business hours

3.8. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will directly invoice the contractor an administrative fee (Order Processing Charge) applicable to the sale of all equipment and services submitted in contractor's response. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. For this solicitation the administrative fee is as follows:

Administrative Fee (per Purchase Order)

Category A – Ambulance: $1,000 per purchase order

Category B – Light/Medium Rescue Vehicle: $1,000 per purchase order

Category C – Specialty Vehicle/Equipment:

Light Rescue/Special Service	$1,000 per purchase order
Heavy Rescue/Special Service	$2,000 per purchase order
All Trailers	2% per purchase order
Category D – EMS Vehicle Conversions:	$1,000 per purchase order
Category E – Remount Services Only:	$600 per purchase order
Category F – Remount on Contractor Supplied Chassis:	$600 per purchase order
Category G –Electric/Alternative Fuel Vehicles	Determined by category of vehicle
Category H –Service/Maintenance Plans:	2% per purchase order
Category I - Ambulance/Vehicle Parts and Supplies	2% per purchase order
Category J - Ambulance/EMS/Rescue Vehicle Options	No separate fee - part of vehicle

3.9. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased, including Product Code, if applicable
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

CITY OF VANCOUVER
Procurement Services
(360) 487-8430
(360) 487-8433 fax
www.cityofvancouver.us
Federal Tax ID No. 91-6001288

Purchase Order Number:	PO-64015
Revision Number:	0
Purchase Order Date:	7/13/23

This Purchase Order number MUST appear on all invoices, packing lists, and correspondence related to this order.

Lenco Industries, Inc.
10 Betnr Industrial Drive
Pittsfield, MA 01201

Submit Invoice To:
City of Vancouver
Jacob Mahan
P.O. Box 1995
Vancouver, WA 98668
Jacob.Mahan@cityofvancouver.us
accpay@cityofvancouver.us

Ship To:
City of Vancouver
Jacob Mahan
4711 E Fourth Plain Blvd
Vancouver, WA 98661

If you have any questions regarding this order, please contact:

Jacob Mahan / (360) 487-8195 Jacob.Mahan@cityofvancouver.us

Line #	Line Description	Qty	UOM	Unit Price	Amount
1	ONE LENCO BEARCAT TO REPLACE #3079. QUOTE BASED OFF HGAC CONTRACT AM10-23	1	Each	313,601.00	313,601.00
				Subtotal:	**$313,601.00**
				Tax:	**$27,283.29**
				Total:	**$340,884.29**

Note to Supplier

This City is authorized to enter the AM 10-23 Ambulances, EMS, and Other Special Services Vehicles with Lenco Industries, Inc. under RCW 39.34. The AM 10-23 Ambulances, EMS, and Other Special Services Vehicles is incorporated by reference into this purchase order. The City is Customer/End User under the AM 10-23 Ambulances, EMS, and Other Special Services Vehicles. Lenco Industries, Inc. agrees to be bound to the AM 10-23 Ambulances, EMS, and Other Special Services Vehicles with City as Customer/End User in providing goods/services under the AM 10-23 Ambulances, EMS, and Other Special Services Vehicles.

Authorized Signature

Staff Report: 135-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/15/2024

SUBJECT Interlocal Agreement - Justice Assistance Grant (JAG) 2023 Award

Key Points

- The City of Vancouver and Clark County must co-apply for this grant. Clark County serves as the primary applicant and disburses grant funding to the City.
- There are no substantive changes to this agreement.
- No local match or ongoing costs are required.

Strategic Plan Alignment

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

Present Situation

The United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance will award Justice Assistance Grant (JAG) funds to Clark County, Washington, in the amount of $140,576 for Fiscal Year 2023. JAG Funds are intended to support a wide range of activities to reduce and prevent crime based on the needs and conditions of local jurisdictions. Allowable purpose areas include law enforcement equipment, supplies, training, and technology to enhance criminal justice. Clark County will administer this grant and disburse budgeted funds for the Vancouver Police Department through an interlocal agreement. When funding is awarded in September 2023, the City of Vancouver will receive $70,288 to enhance law enforcement strategies.

Advantage(s)

1. Enhance law enforcement strategies by providing training opportunities and equipment not currently funded in the local budget.
2. This grant requires no local match or sustainability and can be used over the next three years.
3. Federal grant funding will enhance police operations.

Disadvantage(s)

None

Budget Impact

There is no local funding match or ongoing subsidy required, and no net impact to the General Fund. The appropriation of revenues and budget for expenditures associated with this grant will come forward as part of the City's next Supplemental Budget process.

Prior Council Review

None

Action Requested

Authorize the City Manager, or designee, to execute an interlocal agreement with Clark County for disbursement of Justice Assistance Grant Funds.

Jeff Mori, Police Chief, 360-487-7498

ATTACHMENTS:

- 2023 JAG Interlocal Agreement

Federal Award # O-BJA-2023-171790 CONTRACT NO. 2023-________

THE STATE OF WASHINGTON
CLARK COUNTY

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF VANCOUVER, WA AND CLARK COUNTY, WA

2023 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 19th day of September, 2023, by and between Clark COUNTY, acting by and through its governing body, the Clark County Council, hereinafter referred to as COUNTY, and the CITY of Vancouver, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Clark County, State of Washington, witnesseth:

WHEREAS, this Agreement is made under the authority of RCW 39.34.080; and

WHEREAS, the Bureau of Justice Assistance (BJA) as the administering organization of the JAG program has certified the COUNTY and the CITY as disparate jurisdictions, requiring that they submit a joint application for the aggregate of funds allocated to them; and

WHEREAS, the BJA requires that the COUNTY and the CITY designate one jurisdiction to serve as applicant/fiscal agent for the joint funds; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1. COUNTY agrees to act as applicant/fiscal agent for the $140,576 of aggregate 2023 JAG funds.

Section 2. COUNTY agrees to retain $70,288 of the aggregate funds, and make available to the CITY $70,288 to be used for local initiatives, technical assistance, training, equipment, supplies, contractual support, and information systems in accordance with the requirements set forth by BJA for JAG funds.

Section 3. CITY agrees to timely comply with all reporting obligations required by grant terms.

Section 4. CITY agrees to maintain and retain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of the Comptroller set forth in the 2017 U.S. Department of Justice (DOJ) Financial Guide, including without limitation in accordance with the Office of Management and Budget (OMB) Circulars, Uniform Administrative Requirements Code of Federal Regulations Title 2, and all other applicable requirements. All of these documents are to be retained for a minimum of six years after the grant has been closed and available for review, upon request, to federal, state and County employees or their agents or officers. Review may occur at any time, even after six years, if the records are still available.

Section 5. CITY agrees not to supplant its local funds with federal and to, instead, use the federal funds to increase the amount of funds that, in the absence of federal aid, would be made available to the CITY to fund programs within the JAG guidelines.

Section 6. CITY agrees to provide the COUNTY with progress reports, financial reports, and audit reports when required by the COUNTY in the form reasonably required by the COUNTY.

Section 7. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 8. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 9. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 10. No separate legal or administrative entity is created by this Agreement and this Agreement does not affect the organization or functions of the parties, except as provided herein.

Section 11. The duration of this agreement shall begin September 19th 2023 and end September 30, 2026.

Section 12. This Agreement may be terminated by either party with thirty (30) days written notice. A final reconciliation of costs and a report of completed activities shall be completed by the City and submitted within 30 days of the end of the quarter.

CITY OF VANCOUVER	CLARK COUNTY COUNCIL
____________________	____________________

Eric Holmes, City Manager

Approved as to form only:

Jonathan Young, City Attorney

Attest:

Natasha Ramras, City Deputy Clerk

Karen Dill Bowerman, Chair

Glen Yung, Councilor

Michelle Belkot, Councilor

Gary Medvigy, Councilor

Sue Marshall, Councilor

Approved as to form only:

Leslie Lopez, County Civil Attorney

Attest:

Rebecca Messinger, Clerk to the Board

*** By law, the City Attorney's Office and Prosecuting Attorney's Office may only advise or approve contracts or legal documents on behalf of their respective clients. They may not advise or approve a contract or legal document on behalf of other parties. Their review of this document was conducted solely from the legal perspective of their respective clients. Their approval as to form of this document was offered solely for the benefit of their respective clients. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).**

Staff Report: 136-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/15/2024

SUBJECT Grant for 2024 Urban Area Security Initiative

Key Points

- Automated License Plate Reader (ALPR) is Vancouver Police Department's (VPD) most impactful patrol function for volunteers in the Neighbors on Watch (NOW) Program.
- Volunteer ALPR activities enhance VPD patrol operations and increases service delivery to community members.
- Provides volunteers with a meaningful way to assist with enhancing community safety in Vancouver.

Strategic Plan Alignment

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

Present Situation

Parking enforcement is a large element for vehicular clutter and in line with the Vancouver Municipal Code which is written and enforced under the umbrella of livability and safety for the members of our community. Having the ability to look up license plates and see that the respective vehicle has not moved will supplement VPD and Neighborhood Police Officer (NPO) efforts making parking enforcement a more manageable responsibly.

Prior to VPD updating ALPR equipment through Axon, volunteers utilized outdated equipment that regularly stopped functioning, rendering it out of service for months at a time. Even with equipment challenges, 160 stolen vehicles have been identified by volunteers since 2018. The functionality of the ALPR allows a license plate to be run through the Axon Evidence Dashboard and see the number of occurrences, images, locations, times, and dates for when an ALPR has driven past a specific license plate.

The USAI funding, through the Citizen Corps Program, is a federal passthrough grant that will allow VPD to invest in licenses for ALPR's for the NOW Program.

Advantage(s)

1. Enhance VPD patrol operations.
2. Increase service delivery to community members.

Disadvantage(s)

None

Budget Impact

There is no local funding match or ongoing subsidy required and no net impact to the General Fund. The appropriation of revenues and budget for expenditures associated with this grant will come forward as part of the City's next Supplemental Budget process.

Prior Council Review

None

Action Requested

Authorize the City Manager, or designee, to execute a subrecipient agreement with Clark Regional Emergency Services Agency to provide software licenses for the NOW Program Volunteers.

Jeff Mori, Police Chief, 360-487-7498

ATTACHMENTS:

- 2024 UASI Subrecipient Agreement

CLARK REGIONAL EMERGENCY SERVICES AGENCY (CRESA)
SUBRECIPIENT AGREEMENT FACE SHEET – UASI 2023

1. Subrecipient Name and Address: **City of Vancouver** **PO Box 1995, Vancouver, WA 98668**	2. Agreement Amount: **$6,608.96**	3. City of Portland Contract No: **32003377**
4. Subrecipient Primary Contact Person(s), Phone: **Anna Diaz, 360-487-8444; Daphine Harris, (360) 487-7498**	5. Agreement Start Date: **April 1, 2024**	6. Agreement End Date: **March 31, 2026**

7. CRESA Contact Person(s), Phone:
Jodi Blackwood, Emergency Management Coordinator, (360) 992-6270
Scott Johnson, Emergency Management Division Manager, (360) 992-9217
Megan Whitman, Financial Analyst, (360) 737-1911, ext 3945

8. Funding Authority:
City of Portland, Oregon Dept. of Emergency Management, and the U.S. Department of Homeland Security

9. Federal Funding Identification #: **EMW-2023-SS-00004**	10. Federal Award Date: **September 1, 2023**	11. Assistance Listing # and Title: **97.067 – HSGP (UASI)**
12. Total Amount of Federal Award: **$8,647,500.0**	13. Amount of Federal funds obligated to this subrecipient: **$6,608.96**	14. Is award for Research and Development? **NO**
15. Indirect Cost Rate: **N/A**	16. Match Required? **NO**	

16. DESCRIPTION:
The objective of the Federal Fiscal Year (FFY) 2023 Homeland Security Grant Program (23HSGP) is to fund state, local, tribal, and territorial efforts to prevent terrorism and prepare the nation for threats and hazards that pose the greatest risk to the security of the United States. 23HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal of a secure and resilient nation. 23HSGP supports core capabilities across the five mission areas of prevention, protection, mitigation, response, and recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration.

IN WITNESS WHEREOF, CRESA and City of Vancouver, as subrecipient of funding under the terms of this agreement, acknowledge and accept the terms of this agreement and attachments hereto and have executed this agreement as of the date and year written herein. This agreement and attachments hereto govern the rights and obligations of both parties to this agreement.

In the event of an inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

(1) Applicable Federal and State Statutes and Regulations
(2) DHS/FEMA Award and Program Documents
(3) State of Oregon Dept. of Emergency Management 2023 UASI Grant Contract No. 23-170
(4) City of Portland 2023 UASI Agreement Number 32003377
(5) Other provisions of the Agreement incorporated by reference

WHEREAS, the parties have executed this agreement on the day and year last specified below.

FOR CRESA UEI: **WN7RNJCGFU67** Dave Fuller Dave Fuller (Jun 26, 2024 15:22 PDT) Signature Dave Fuller, CRESA Director Date: 06/26/2024	FOR SUBRECIPIENT City of Vancouver UEI: **TM9CHABUP4B2** Signature Eric Holmes, City Manager Date:

URBAN AREA SECURITY INITIATIVE (UASI)
CLARK REGIONAL EMERGENCY SERVICES AGENCY / CITY OF VANCOUVER
SUBRECIPENT FUNDING AGREEMENT

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

WHEREAS, CRESA has entered into a contract with the City of Portland to become a subrecipient of the UASI 2023 Grant and all funds allocated to CRESA under Grant No. 32003377; and

WHEREAS, Article J.1 of Grant No. 32003377 permits CRESA to further suballocate grant funds pursuant to the terms of such contract; and

WHEREAS, the SUBRECIPIENT participates in the grant program work plan and is therefore eligible for reimbursement of eligible expenditure through Grant No. 32003377 funds;

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

1. Defined Terms; DURATION OF AGREEMENT

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

2. SCOPE OF WORK - SUBRECIPIENT

The SUBRECIPIENT shall perform the following:

a. Perform project related work in accordance with the UASI 2023 grant contract 32003377, timeline (Exhibit A) and budget (Exhibit B) as funded by grant agreement between the City of Portland and CRESA.
b. Submit invoice(s) to CRESA detailing the expenditures for which reimbursement is sought. Reimbursement requests must be sufficiently detailed, include proof of expense payments and must be submitted to CRESA no later than the due date listed in the timeline (Exhibit A).
c. The SUBRECIPIENT agrees to provide its own labor and materials. Unless otherwise provided for in the Agreement, no material, equipment, labor, or facilities will be furnished by CRESA.

3. SERVICES PROVIDED BY CRESA

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

a. Relevant information as exists to assist the SUBRECIPIENT with the performance of the SUBRECIPIENT'S scope of work.
b. Coordination and submission to the State of Washington Military Department of requests for reimbursement on behalf of SUBRECIPIENT for grant program eligible expenses.
c. Administration of Grant No. 32003377 and processing of federal reimbursements to SUBRECIPIENT.
d. Timely communication of any changes to agreement timeline, budget or other amendment to grant contract 32003377.

4. AGREEMENT REPRESENTATIVES

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

a. For SUBRECIPIENT:
Name of Representative Eric Holmes
Title: City Manager
Mailing Address: PO Box 1995
City, State and Zip Code: Vancouver, WA 98668
Telephone Number: 360-487-8600
E-mail Address: eric.holmes@cityofvancouver.us

b. For CRESA:
Name of Representative: Scott Johnson
Title: Emergency Management Division Manager
Mailing Address: 710 W 13th Street
City, State and Zip Code: Vancouver, WA 98660
Telephone Number: (360) 992-6286
E-mail Address: scott.johnson@clark.wa.gov

5. COMPENSATION

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

6. AMENDMENTS AND CHANGES IN WORK

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

8. TERMINATION

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

9. DEFAULT

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

10. NON-WAIVER OF RIGHTS

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

11. INDEPENDENT AGENCY

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

12. COMPLIANCE WITH LAWS AND FUNDING REQUIREMENTS

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

SUBRECIPIENT hereby agrees to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in the Funding Agreement (Exhibit "C") and the informational documents applicable to the UASI 2023 Program, including but not limited to all criteria, restrictions and requirements of the UASI 2023 NOFO and any revisions to the NOFO, all of which are incorporated herein by this reference.

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

13. SINGLE AUDIT ACT REQUIREMENTS AND INSPECTION OF RECORDS

a. The SUBRECIPIENT must comply with the Single Audit Act of 1984 as modified in 1996. The SUBRECIPIENT must maintain accounting records that will enable identification of all federal funds received and expended by federal assistance number. If a Single Audit is required, a copy of the audit report must be submitted to CRESA, within the time limit set forth in the Single Audit Act. If a Single Audit is not required, CRESA is allowed to perform a fiscal review of the SUBRECIPIENT'S financial records.

b. CRESA may inspect the books and records of the SUBRECIPIENT relating to the performance of this Agreement. The SUBRECIPIENT will permit independent auditors access to its financial records for this purpose. The SUBRECIPIENT shall keep all records required by this Agreement for six (6) years after termination of this Agreement for audit purposes.

14. CERTIFICATION REGARDING DEBARMENT SUSPENSION OR INELIGIBILITY

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

15. NONDISCRIMINATION

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

16. DISPUTES

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

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

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

18. SEVERABILITY

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

19. ENTIRE AGREEMENT

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

EXHIBIT A

Timeline

The time period for this Agreement is **April 1, 2024** to **March 31, 2026.**

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

Date	Activity
April 1, 2024	Start of grant agreement
April 15, 2026	Final invoice due to Clark Regional Emergency Services Agency

Reporting

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

EXHIBIT B

Budget

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

TOTAL: $6,608.96

See attached Contract 32003377 for additional information and project descriptions

Citizen Corp Training and Equipment UA23-025/026	**$6,608.96**

EXHIBIT C

Contract between CLARK REGIONAL EMERGENCY SERVICES AGENCY AND CITY OF PORTLAND

The contract attached immediately hereafter is the original Agreement entered into by the City of Portland, Oregon and Clark Regional Emergency Services Agency.

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

Inclusions/Notations:

1. Clark Regional Emergency Services Agency (CRESA) is the subrecipient referred to in the agreement with the City of Portland.

2. Original receipts and invoices for eligible grant program expenses must be sent, preferably via email, with reimbursement requests by dates specified in the timeline to:

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

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

Exclusions:

None

SUBRECIPIENT AGREEMENT
for
CLARK REGIONAL EMERGENCY SERVICES AGENCY
2023 Urban Area Security Initiative

Agreement Number: 32003377

This Agreement is between **City of Portland** ("City"), a municipal corporation organized under the laws of the State of Oregon, and **CLARK REGIONAL EMERGENCY SERVICES AGENCY** ("Grantee").

This Agreement is authorized by City Ordinance No.191669

A. Background

1. City of Portland, through its Portland Bureau of Emergency Management (PBEM), is the subrecipient of United States Department of Homeland Security (DHS) Urban Area Security Initiative (UASI) grant funds passed through the Oregon Department of Emergency Management (OEM) and wishes to enter into this Agreement with Grantee as a subrecipient of the federal funds.

2. The following exhibits are attached and incorporated into this Agreement by reference.
Exhibit A: **Scope of Work**
Exhibit B: **Federal Requirements and Certifications (including Attachments A and B)**
Exhibit C: **Information required by 2 CFR 200.332**
Exhibit D: **Subrecipient Insurance**
Exhibit E: **Request for Reimbursement (RFR)**
Exhibit F: **OEM and City UASI 2023 grant award (including Exhibits A, B, C, and D)**
Exhibit G: **Equipment Transfer and Disposition form**
Exhibit H: **Equipment Inventory Report**

3. City selected Grantee, through a process created by the Regional Disaster Preparedness Organization (RDPO) that serves in the capacity of Urban Area Work Group (UAWG) to coordinate program development and decision-making processes for allocating UASI subgrants, to receive funding.

B. Effective Date and Duration

This Agreement is effective from April 1, 2024, until, and including, March 31, 2026, unless terminated or extended as provided in this Agreement. Grantee may not spend grant funds after the Agreement terminates or expires.

C. Scope of Work

Grantee, and its subrecipients and subcontractors, if any, shall provide all services and materials specified in **Exhibit A** ("Scope of Work") which is incorporated into this Agreement by this reference as if set forth in full as described in grant documents approved by OEM. Grantee shall provide all services and materials in a competent and professional manner in accordance with the Scope of Work.

D. Compensation

The total Agreement amount is $42,500. Funds may only be used for the specific budget line items they were awarded. See **Exhibit A** for detail.

E. Reimbursement

1. City will reimburse Grantee its qualified costs incurred in carrying out the Scope of Work, as identified in this Agreement, not to exceed $42,500. All invoice payments are conditional upon presentation of properly documented reimbursement requests. Reimbursements will be made upon approval by City of a Request for Reimbursement (RFR) as specified in **Exhibit E**. RFRs shall be submitted bimonthly on or before 30 days following the end of the bimonthly billing period. Final RFR shall be submitted no later than 30 days following the end of the grant. Reimbursements for expenses will be withheld if the Performance Reports described in **Exhibit A** are not submitted by the dates.

2. Qualified costs are defined as direct project costs, incurred by Grantee, subawardees and subcontractor(s) during the term of this Agreement. City will reimburse Grantee for qualified costs for work described in **Exhibit A** and conform to the following requirements:
   a. 2 CFR 200 - Uniform Guidance
   b. Department of Homeland Security, Notice of Funding Opportunity viewable at: https://www.fema.gov/grants/preparedness/homeland-security/fy-23-nofo
   c. Exhibit F, the OEM and City UASI 2023 grant award

3. Reimbursement requests shall display one hundred percent (100%) of the total project costs incurred during the period of the reimbursement, and identify any required matching amounts, if applicable. See **Exhibit E** for a detailed checklist for types and sources of acceptable documentation required before payment can be made. In addition, City may require a more detailed budget breakdown, and Grantee shall provide the supplementary budget information in a timely manner in the form and content prescribed by City. Any amendments to the budget must be approved in writing by both City and OEM.

F. Recovery of Grant Funds

Grantee shall return to City, within 15 days after the City's written request, any funds disbursed to Grantee under this Agreement that, in City's sole judgment, are spent in violation of the provisions of this Agreement upon termination or expiration of this Agreement.

G. Representations and Warranties

Grantee represents and warrants to City as follows:

1. Organization and Authority. Grantee has full power, authority, and legal right to enter into this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

2. NIMS Compliance. By accepting UASI 2023 funds, Grantee certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through OEM at https://www.oregon.gov/oem/emresources/Plans_Assessments/Pages/NIMS.aspx

3. Cybersecurity. Grantee certifies that it has completed the 2023 Nationwide Cybersecurity Review as required by the federal funder and can document compliance with this requirement.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

H. Universal Entity Identifier and Contract Status

Grantee shall apply for a Unique Entity Identifier (UEI) number as required for receipt of funding. In addition, Grantee shall maintain an active registration in the Central Contractor Registration database, located at www.sam.gov.

I. Program Income

Grantee shall report monthly on all program income (as defined by 2 CFR 200.1) generated by activities carried out with the grant funds made available under this Agreement. The use of program income by Grantee shall comply with the requirements set forth by 2 CFR 200.307.

J. Procurement

Grantee shall comply with all applicable procurement procedures and regulations, including applicable federal and state laws. In addition, Grantee shall comply with the applicable provisions of 2 CFR Part 200. This agreement also authorizes City to procure on Grantee's behalf for costs related to Scope of Work.

1. **Subcontracts.**

   a. Grantee may enter into subcontracts for the performance of this grant. Grantee must comply with all terms outlined in **Exhibit F** and contained in this Agreement.
   b. City's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Agreement. Payment under the terms of this Agreement will be made to Grantee, and subcontractors have no right to payment directly from City.
   c. Grantee is solely responsible for paying Grantee's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor and City.
   d. All subcontracts, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition and use small, minority, or women-owned or disadvantaged business to the extent practicable.
   e. Grantee agrees to include all relevant provisions of this Agreement in all subcontracts entered into as part of the activities undertaken in furtherance of this Agreement and will take appropriate action pursuant to any subcontract upon a finding that the subcontractor is in violation of regulations issued by any federal agency or the State of Oregon.

2. **Suspension and Debarment.** Grantee agrees not to subcontract with an entity where it has notice or knowledge that the latter has been found in violation of regulations under 2 CFR 200.214 "Suspension and Debarment". Grantee is responsible for further requiring this inclusion of a similar term or condition in any subsequent lower tier covered transactions. Grantee may access the Excluded Parties List System at www.sam.gov.

3. **Conflict of Interest.** Grantee must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to City within five calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.

4. **City Procurement Delegation.** Grantee authorizes City to procure on behalf of Grantee upon written request. If City is procuring on Grantee's behalf, City's procurement policies will be followed. When City has purchased goods or services for Grantee or Grantee's subrecipient, arrangements for delivery will be made between the parties. Grantee or Grantee's subrecipient shall be the Owner of said goods or services and shall be responsible for complying with all applicable requirements as outlined in the Code of Federal Regulations (CFR) and Office of Management and Budget (OMB) Circulars, the State grant agreement, and this Agreement. For equipment purchases where City takes initial receipt, an Asset Transfer Form will be completed to document transfer of ownership. See **Exhibit G**.

K. Records Maintenance – Access

1. Grantee shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles ("GAAP"). In addition, Grantee shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Grantee's performance.

2. Grantee acknowledges and agrees that City, the Federal Awarding Agency, the Comptroller General of the United States or their duly authorized representatives shall have access to such fiscal records and other books, documents, timesheets, papers, plans and writings of Grantee that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts.

3. Grantee shall retain and keep accessible all such fiscal records, books, documents, timesheets, papers, plans, and writings for a minimum of six years, or such longer period as may be required by applicable law, following final expenditure report and termination of this Agreement or final disposition of asset, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Consistent with 2 CFR 200.334 through 200.337, Grantee is required to retain the records relating to this Agreement.

L. Audits

If Grantee spends $750,000 or more in Federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with provisions of 2 CFR 200 Subpart F.

A copy of the audit shall be submitted to City within 30 days of completion.

M. Lobbying

Grantee certifies that none of the funds provided under this Agreement will be used to pay any person to influence or attempt to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress in connection with any Federal action concerning the award or renewal.

N. Mandatory Disclosures

Grantee must immediately notify City in writing of all violations of local, state and federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the funds under this Agreement as provided in 2 CFR 200.113.

O. Ownership

Grantee shall be the owner of all equipment and supplies purchased under this Agreement, unless otherwise outlined in a Grantee subcontract.

P. Equipment – Cooperative Use

All equipment purchased with funds under this Agreement will be made available to all eligible regional partners. All reasonable requests must be met when sufficient notice is given, and no reasonable conflict exists. Owners may not charge "rental" fees for equipment but may seek reimbursement for normal expenses (not already covered by grant funds) such as fuel, vehicle damage, maintenance for wear and tear, when appropriate.

Q. Equipment Tracking and Reporting Requirements

Grantee agrees to comply with all property and equipment tracking and monitoring processes required by the grant, this Agreement, City and the State, to treat all single items of equipment valued over $5,000 as capital assets, to provide City with a list of such equipment on a biennial basis falling on even years, using PBEM's Equipment Inventory Report (see Exhibit H), and to complete and return the report to PBEM on or before June 30th of the reporting year. The list shall include, but is not limited to, status and condition, asset number, funding source (including the federal award identification number), who holds the title, date of purchase and cost, equipment description, serial number, location where the equipment

is housed or stored, and disposition information (date of disposal and sale price of the property). All requirements for the tracking, monitoring, disposition, and transfer of fixed assets are set forth in 2 CFR 200.313, which can be found here:
http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=8d75f90044e30262070fe0bc233c337f&mc=true&n=pt2.1.200&r=PART&ty=HTML#_top

Grantee or Grantee's subrecipient shall maintain and store all equipment and supplies, provided or purchased, in a manner that will keep it safe and secure, prolong its useful life and be maintained in good working condition throughout its useful life.

R. Amendment

This Agreement may be modified or amended only by the written agreement of both parties but must remain consistent with the requirements of the UASI program and the Agreement between the State and City.

S. Termination

1. Termination by Failure to Receive Funding. City may terminate this Agreement if City fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow City, in the exercise of its reasonable administrative discretion, to continue to make payments for the performance of this Agreement; or federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Scope of Work is no longer allowable or no longer eligible for funding under this Agreement.

2. Cause for Termination; Cure Period. It shall be a material breach and cause for termination of this Agreement if Grantee uses grant funds outside of the scope of this Agreement, or if Grantee fails to comply with any other term or condition or to perform any obligations under this Agreement within 30 days after written notice from City. If the breach is of such nature that it cannot be completely remedied within the 30-day cure period, Grantee shall commence cure within the 30 days, notify City of Grantee's steps for cure and estimated timetable for full correction and compliance, proceed with due diligence and good faith to correct any failure or noncompliance, and obtain written consent from City for a reasonable extension of the cure period.

2. No Payment or Further Services Authorized During Cure Period. During the cure period, City is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement, and Grantee shall not perform services or take actions that would require City to pay additional grant funds to Grantee. Grantee shall not spend unused grant funds, and such unused funds shall be deemed held in trust for City. Grantee shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.

3. Termination for Cause. Termination for cause based on Grantee's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30-day period unless a written extension of cure period is granted by City. Grantee shall return all grant funds to City that had not been spent as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by Grantee under this Agreement shall, at the option of City, become the property of City; and Grantee may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in City's sole discretion, in a sum not to exceed the grant funds already expended.

4. Penalty for Termination for Cause. If this Agreement is terminated for cause, Grantee shall repay all grant funds tendered under this Agreement to City, and City, in its sole discretion, may decline to approve or award future grant funding requests to Grantee.

5. Termination by Agreement or for Convenience of City. City and Grantee may terminate this Agreement at any time by mutual written agreement. Alternatively, City may, upon 30 days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, Grantee shall return any unspent grant funds within thirty days after the effective date of termination. Unless the parties agree otherwise, Grantee shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds. City shall not be liable for indirect or consequential damages. Termination by City shall not waive any claim or remedies it may have against Grantee.

T. Hold Harmless

1. Grantee shall hold harmless, defend, and indemnify City and Oregon Emergency Management and its officers, agents and employees against all claims, demands, actions and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of Grantee and its contractors in the performance of this Agreement.

2. The obligations of Oregon public bodies, as defined by ORS 30.260(4), under this section are limited subject to the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300).

U. Independent Contractor Status

1. Grantee shall be an independent contractor for all purposes and shall be entitled only to the compensation provided in this Agreement. Under no circumstances shall Grantee be considered an employee of City.

2. Grantee shall provide all tools or equipment necessary to carry out this Agreement and shall exercise complete control in achieving the results specified in the Scope of Work.

3. Grantee is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement.

V. Choice of Law

The situs of this Agreement is Portland, Oregon. Any litigation over this Agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the State of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

W. No Waiver of Claims

The failure to enforce any provision of this Agreement shall not constitute a waiver by City of that or any other provision.

X. Modification

Notwithstanding and succeeding any and all prior agreements or practices, this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing, signed by both parties.

Y. Severability

If any clause, sentence or any other portion of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

Z. Third Party Beneficiaries

There are no third-party beneficiaries to this Agreement and it may only be enforced by the parties.

GRANTEE, BY EXECUTION OF THIS AGREEMENT, ACKNOWLEDGES THAT GRANTEE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Grantee

Authorized Signature — Date: 05/06/24

Printed Name: Dave Fuller

Title: CRESA Director

Approved as to Legal Sufficiency *(if required for Grantee)*

n/a

Legal \Counsel — Date

Printed Name:

Title:

Grantee Program Contact

Name: Scott Johnson

Title: EM Division Manager

Address: 710 W 13th St
Vancouver, WA 98660

Phone: 360-737-1911 x 3950

Email: scott.johnson@clark.wa.gov

Grantee Fiscal Contact

Name: Megan Whitman

Title: Financial Analyst

Phone: 360-737-1911 x 3945

megan.whitman@clark.wa.gov

City of Portland Program & Fiscal Contact

Name: Mark Ferdig

Title: RDPO Managing Director

Address: 9911 SE Bush, Portland, Oregon 97266

Phone: (971) 442-3188

Email: RDPO@portlandoregon.gov

CITY OF PORTLAND, OREGON

Contract No. 32003377

Contract Description: UASI 23 SUBRECIPIENT AGREEMENT

CITY OF PORTLAND SIGNATURES:

By: Date: 05/10/2024

Bureau Director

By: N/A Date:

Purchasing Agent

By: N/A Date:

Elected Official

Approved:

By: Date: 05/13/2024

Office of the City Auditor

Approved as to Form:

By: Date: 05/10/2024

Office of City Attorney

Exhibit A – Scope of Work

This scope of work is comprised of the projects described below:
1. CRESA Citizen Corp Training
2. CRESA Citizen Corp Equipment

Goals and Performance Measures

Project	Milestones	Estimated Completion Date (following execution of this agreement)
1. CRESA Citizen Corp Training	Complete training activities	March 31, 2026
2.CRESA Citizen Corp Equipment	1. Scope the purchases 2. Conduct procurement process 3. Purchase the equipment and take possession 4. Incorporating equipment into receiving agency administration and maintenance plan	March 31, 2026

Performance Reports

Grantee agrees to submit on a quarterly basis Performance Reports to Project Manager by April 10th, July 10th, October 10th, and January 10th, during the term of the grant agreement. Performance Reports shall be provided in the format requested by City. Late Performance Reports could result in the suspension and/or termination of the grant.

Grant Total Budget – All Projects

Budget Line-Item	Budget by Project	Federal Funds by Project Area
UA23-025	CRESA Citizen Corp Training	$25,000
UA23-026	CRESA Citizen Corp Equipment	$17,500
	Totals	**$42,500**

Federal Awarding Agency grant funds to be reimbursed to Grantee not to exceed **$42,500.**

Exhibit B – Federal Requirements and Certifications

Grantee, and all subrecipients, or subcontractors shall comply with the OEM and City Agreement attached as **Exhibit F** and all applicable federal requirements, including, but not limited to, the following:

Non-Discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons. Grantee and any of its contractors or subcontractors assures compliance with all applicable nondiscrimination laws, including but not limited to:

a. **Title VI of the Civil Rights Act of 1964** (42 USC § 2000d et seq);
b. **Age Discrimination Act of 1975** (42 USC § 6101 et seq);
c. **Americans with Disabilities Act of 1990** (42 USC §§ 12101-12213; Title I, II, and III);
d. **Civil Rights Act of 1968** (18 USC § 245(b)(2));
e. **Title IX, Education Amendments of 1972** (20 USC § 1681 et seq); and
f. **Section 504 of the Rehabilitation Act of 1973** (29 USC § 794).

Services to Limited English Proficient (LEP) Persons. Grantee and any of its subrecipients or subcontractors agree to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency (LEP). To ensure compliance with Title VI, Grantee shall take reasonable steps to develop and implement a system to provide those services so LEP persons can have meaningful access to them. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. For additional information regarding LEP obligations, please see www.lep.gov

Drug-Free Workplace Requirement. Grantee agrees to comply with the requirements of the Drug Free Workplace Act of 1988, 41 USC § 701 et seq., which requires that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Grantee shall notify City within ten (10) days if an employee of Grantee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

Whistleblower Protection. Grantee agrees to comply with the requirements under the Whistleblower Protection Act, 41 USC § 4712, as applicable.

Personally Identifiable Information (PII). Grantee, if it collects PII, is required to have a publicly available privacy policy that describes what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.

False Claims Act & Program Fraud Civil Remedies. 31 USC § 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC §§ 3801-3812 detailing administrative remedies for false claims and statements made.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. Grantee certifies by accepting funds under this Agreement that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency.

Standard Assurances and Certifications Regarding Lobbying. Grantee is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352.

Procurement of Recovered Materials. Grantee and any of its subrecipients or subcontractors agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery act and in accordance with Environmental Protection Agency guidelines at: 40 CFR Part 247.

Build America, Buy America Act. Grantee and any of its subrecipients or subcontractors agrees to comply with Section 70914 of the Build America, Buy America Act (BABAA), Pub. L. No. 117-58, §§ 70901- 52, which requires all federal agencies to ensure that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." "Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

Exhibit B – Federal Requirements and Certification

Attachment A – Debarment Certification

1. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION**

By signing and submitting this Agreement, Grantee certifies as follows:

The certification in this clause is a material representation of fact relied upon by **City of Portland**. If it is later determined that Grantee knowingly rendered an erroneous certification, in addition to remedies available to **City of Portland**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Grantee agrees to comply with the requirements of Executive Order 12549 and 2 CFR part 180 throughout the period of this Agreement. Grantee further agrees to include a provision requiring such compliance in its lower tier covered transactions.
This certification is required by the regulations implementing Executive Order 12549 and 12689, 2 CFR part 180.

Signature __________

Name Dave Fuller

Title CRESA Director

Organization Clark Regional Emergency Services Agency

Date 05/06/24

Exhibit B – Federal Requirements and Certification

Attachment B – Lobbying Certification

AA. CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned **Grantee** official certifies, 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 an agency, a Member of Congress, an officer or employee of Congress, or an 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 any 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 making lobbying contacts to an officer or employee of any 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such expenditure or failure.

Grantee, Multnomah County, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Grantee understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Grantee's Authorized Official

Dave Fuller
Name (Printed)

CRESA Director
Title

05/06/24
Date

Exhibit C – Information Required by 2 CFR 200.332

1. Federal Award Identification:

   (i) Subrecipient name (which must match the name associated with its unique entity identifier): CLARK REGIONAL EMERGENCY SERVICES AGENCY

   (ii) Subrecipient's unique entity identifier: WN7RNJCGFU67

   (iii) Federal Award Identification Number (FAIN): EMW-2023-SS-00004-S01

   (iv) Federal Award Date: September 1, 2023

   (v) Subaward Period of Performance: Agreement Effective Date through March 31, 2026

   (vi) Subaward Budget Period Start and End Date: Agreement Effective Date through March 31, 2026

   (vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: $42,500

   (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including this Agreement: $42,500

   (ix) Total Amount of Federal Award committed to the subrecipient by the pass-through entity: $42,500

   (x) Federal award project description: The Urban Area Security Initiative Grant plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.

   (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
      a) Federal awarding agency: Department of Homeland Security, Federal Emergency Management Agency
      b) Pass-through entity: Oregon Department of Emergency Management to the City of Portland, Portland Bureau of Emergency Management, on behalf of the Regional Disaster Preparedness Organization
      c) Awarding official: Shad Ahmed, Director, Portland Bureau of Emergency Management, 9911 SE Bush, Portland Oregon 97266

   (xii) Assistance Listings number and Title: 97.067, Homeland Security Grant Program Amount: $8,647,500

   (xiii) Is Award Research & Development? No

   (xiv) Indirect cost rate for the Federal award: 0%

2. Subrecipient's indirect cost rate: 0%

Exhibit D – Subrecipient Insurance

Grantee shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.

Workers' Compensation Insurance: Grantee, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, Grantee, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.

Commercial General Liability Insurance: Grantee shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than $1,000,000, and aggregate limit of not less than $2,000,000.

Automobile Liability Insurance: Grantee shall have automobile liability insurance with coverage of not less than $1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned autos. This coverage may be combined with the commercial general liability insurance policy.

Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name City and its bureaus, officers, agents and employees as Additional Insureds, with respect to Grantee's or its contractor's activities to be performed or services to be provided. Grantee shall provide proof of additional insured coverage in the form of an additional insured endorsement form or a policy coverage document acceptable to City. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

Continuous Coverage; Notice of Cancellation: Grantee shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non-renewal of coverage without thirty (30) days written notice from Grantee to City. If the insurance is canceled or terminated prior to termination of the Agreement, Grantee shall immediately notify City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.

Proof of Insurance: Grantee shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable additional ensured endorsements, to City at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to City. Grantee shall pay for all deductibles and premium from its non-grant funds. City reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. In lieu of filing the certificate of insurance required herein, if Grantee is a public body, Grantee may furnish a declaration that Grantee is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.272 and 30.273.

Exhibit E – Request for Reimbursement (RFR)

INVOICE VOUCHER NO.	DATE:	
SUBMIT INVOICE TO	INSTRUCTIONS TO VENDOR: Submit this form to claim payments/reimbursement for equipment, materials or services. Show complete detail for each item and include all backup documentation (checklist definitions on page 2).	
PORTLAND BUREAU OF EMERGENCY MANAGEMENT ATTN: FINANCE & GRANTS 9911 SE BUSH ST PORTLAND, OR 97266		
SUBRECIPIENT OR CLAIMANT NAME & ADDRESS (Check is to be payable to)		
SUBRECIPIENT IGA NO.	GRANT NUMBER:	

DATE	DESCRIPTION	BUDGET LINE-ITEM	BUDGET AMOUNT	AMOUNT OF REIMBURSEMENT
			TOTAL REIMBURSEMENT	
PREPARED BY (PRINT NAME) & SIGNATURE		PREPARER'S EMAIL		PREPARER'S TELEPHONE NUMBER

I certify that all payments requested are for appropriate purposes in accordance with the grant agreement and set forth in the application award documents and that all backup documentation submitted, as checked on page two (2) accurately represents items or services purchased.

Approver Name & Signature

Date Approved

Exhibit E – Request for Reimbursement (RFR)

PLEASE CHECK BOXES FOR THE FOLLOWING BACKUP DOCUMENTS ATTACHED:

1. **Regional Staffing Reimbursement** - Includes personnel cost, mileage and parking, telecom, space rental, office supplies.
   - ☐ Mileage reimbursement backup document includes google maps showing the total miles travel and the meeting agenda.
   - ☐ Receipts or invoices.
   - ☐ Payroll Reports/Approved timesheets.
2. **Travel Reimbursements** - Lodging and meals must meet the Federal per diem rate. Please visit www.gsa.gov/portal/content/104877 for allowable GSA rates
   - ☐ Registration form.
   - ☐ Travel authorization form.
   - ☐ Conference or training agenda.
   - ☐ Receipts and proof of payment for all expenses except meals.
   - ☐ SAM exclusion (www.sam.gov) (A printout must be submitted).
   - ☐ Training report, if applicable.

   Please Note: Food and beverages provided during the event must be deducted from per diem allowance. Receipts should be itemized and cannot include tips for food or services and alcohol. The UASI Training Report form found at https://www.portlandoregon.gov/pbem/53958 must be submitted within 30 days after the training occurred.

3. **Supplies and Equipment Purchase Reimbursements**
   - ☐ Quotes.
   - ☐ Solicitations (Request for proposals, invitation to bid and responses, proposals, bids).
   - ☐ Copy of procurement contract.
   - ☐ Purchase order.
   - ☐ Price quote summary, if applicable.
   - ☐ SAM exclusion (www.sam.gov) (A printout must be submitted).
   - ☐ Insurance & Worker compensation, if applicable.
   - ☐ Vendor invoices signed "ok to pay" by the individual authorized to do so.
   - ☐ Proof of payment to vendor.

   ONLY City of Portland
   - ☐ EEO Certification https://procure.portlandoregon.gov/ if applicable.
   - ☐ Business registration http://www.portlandoregon.gov/revenue/lookup/index.cfm?accountID=758095.
4. **Overtime or Backfill Reimbursement for Exercise or Training** - Only OT or backfill wages plus FICA, worker's compensation, unemployment and retirement benefits are eligible for reimbursement.
   - ☐ Overtime & Backfill Rate Sheet found at https://www.portlandoregon.gov/pbem/62178
   - ☐ Payroll reports and approved time sheets.
5. **Use of Internal Labor for Installation** -To reimburse for expenses for use of agencies' internal labor for REGULAR installations. Wages and Benefits ONLY.
   - ☐ Payroll report.
   - ☐ Internal labor charge form found at http://www.portlandoregon.gov/pbem/62178 summary showing employee's name, hours worked, hourly rate, benefits, total compensation received and description of work performed. Please Note: A Project Manager who oversees the installation needs to certify the worksheet.
6. **Training and Conference**
   - ☐ Sign-in roster.
   - ☐ Registration information.
   - ☐ Copies of invoice for expenses incurred for meeting space.
   - ☐ Facilitation costs.
   - ☐ Receipts or invoices for materials and supplies.
   - ☐ Copies of the contract, if applicable.
   - ☐ SAM exclusion www.sam.gov (A printout must be submitted), if applicable.

Exhibit F – OEM and City UASI 2023 grant award

See next page

OREGON DEPARTMENT
OF EMERGENCY MANAGEMENT
HOMELAND SECURITY GRANT PROGRAM
URBAN AREA SECURITY INITIATIVE
CFDA # 97.067

City of Portland
$3,800,000

Grant No: 23-170

This Agreement is made and entered into by and between the **State of Oregon,** acting by and through the Oregon Department of Emergency Management, hereinafter referred to as "OEM," and **City of Portland** hereinafter referred to as "Subrecipient," and collectively referred to as the "Parties."

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Program Costs incurred beginning on **October 1, 2023,** and ending, unless otherwise terminated or extended, on **June 30, 2026** (the "Grant Award Period"). No Grant Funds are available for expenditures after the Grant Award Period. OEM's obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.

2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

   Exhibit A: **Program Description and Budget**
   Exhibit B: **Federal Requirements and Certifications**
   Exhibit C: **Subagreement Insurance Requirements**
   Exhibit D: **Information required by 2 CFR 200.332(a)**

   In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit B; this Agreement without Exhibits; Exhibit A; Exhibit C.

3. **Grant Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed **$3,800,000** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2023 Urban Area Security Initiative (UASI) grant.

4. **Program.** The Grant Funds shall be used solely for the Program described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Program unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.

5. **Reports.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. **Fiscal and Programmatic Performance Reports**

i. Subrecipient agrees to submit fiscal and programmatic performance reports, using a form provided by OEM, on its progress in meeting each of the agreed upon milestones. The narrative reports will address specific information regarding the activities carried out under the FY 2023 UASI program. This report will also provide space to disclose financial activities during that reporting period.

ii. Reports are due to OEM on or before the 15th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).

iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. **Financial Reimbursement Reports.**

i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by OEM that includes supporting documentation for all grant expenditures. RFRs may be submitted monthly but no less frequently than quarterly, if expenses occurred during that quarter, during the term of this Agreement. RFRs must be submitted on or before 15 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31). The final RFR must be submitted no later than 30 days following the end of the Grant Award Period (the "RFR Deadline"). OEM has no obligation to reimburse Subrecipient for any RFR submitted after the RFR Deadline.

ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.

iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.

iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period. Subrecipient agrees that no grant may be used for expenses incurred before or after the Grant Award Period.

6. **Disbursement and Recovery of Grant Funds.**

a. **Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the FY 2023 UASI Program, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Program, in accordance with the UASI program guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at http://www.oregon.gov/oem/emresources/Grants/Pages/HSGP.aspx.

b. **Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.

ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.

iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

iv. Subrecipient has provided to OEM with an RFR in accordance with Section 5.b of this Agreement.

v. For any costs or activities identified in Exhibit A as being subject to a FEMA Funding Hold that prohibits Subrecipient from drawing down Grant Funds or otherwise seeking reimbursement from OEM for such costs or activities, FEMA has notified OEM that the Funding Hold has been released.

c. **Recovery of Grant Funds.** Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand.

7. **Representations and Warranties of Subrecipient.** Subrecipient represents and warrants to OEM as follows:

a. **Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.

b. **Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. **No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

d. **NIMS Compliance.** By accepting FY 2023 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS

Requirements located through OEM at http://www.oregon.gov/oem/emresources/Plans_Assessments/Pages/NIMS.aspx.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

a. **Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Program in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter "contractors"), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.

b. **Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Program for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.334. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.

c. **Audits.**

i. If Subrecipient expends $750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than $750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.

ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend $750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.

iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

9. **Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance**

a. **Subagreements.** Subrecipient may enter into agreements (hereafter "subagreements") for performance of the Program. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than $150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than $10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for $100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than $100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.

ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of $100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of $100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.

iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.

iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

b. **Purchases and Management of Property and Equipment; Records.** Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:

i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.

ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.

iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.

iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.

v. Subrecipient must develop, or require its subrecipients to develop, adequate maintenance procedures to keep the property and equipment in good condition.

vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.

vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.

viii. Subrecipient shall require its subrecipients to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.

ix. Subrecipient shall, and shall require its subrecipients to, retain the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the State Homeland Security Program.

c. **Subagreement Indemnity; Insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Subrecipient's contractor(s) nor any attorney engaged by Subrecipient's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Subrecipient's contractor is prohibited from defending State or that Subrecipient's contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Subrecipient's contractor if State elects to assume its own defense.

Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

10. Termination

a. **Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:

  i. Subrecipient fails to perform the Program within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Program by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or

  ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or

  iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Program is no longer allowable or no longer eligible for funding under this Agreement; or

  iv. The Program would not produce results commensurate with the further expenditure of funds; or

  v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.

  vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.

b. **Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:

  i. The requisite local funding to continue the Program becomes unavailable to Subrecipient; or

  ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Program is no longer allowable or no longer eligible for funding under this Agreement.

c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the ten days, if the other Party fails to comply with any of the terms of this Agreement.

d. **Settlement upon Termination.** Immediately upon termination under Sections 10.a.i, v., or vi, no Grant Funds shall be disbursed by OEM and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.c and the terminating party may pursue additional remedies in law or equity. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

11. GENERAL PROVISIONS

when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of the Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

i. **Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Program, including without limitation as described in Exhibit B.

j. **Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than $500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

k. **Independent Contractor.** Subrecipient shall perform the Program as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

n. **Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

a. **Contribution.** To the extent authorized by law, Subrecipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Subrecipient, or its employees, agents or contractors. This Section shall survive expiration or termination of this Agreement.

b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.

c. **Responsibility for Grant Funds.** Subrecipient, pursuant to this Agreement with OEM, shall assume sole liability for its breach of the conditions of this Agreement, and shall, upon its breach of conditions that causes or requires OEM to return funds to DHS or FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the Subrecipient's indemnification ability, the indemnification amount shall be the maximum amount of funds available to Subrecipient for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

e. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

f. **No Third Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Subrecipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subrecipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.

g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

COP Grant ID: EM000078

City of Portland

By Ted Wheeler Digitally signed by Ted Wheeler Date: 2024.04.08 16:04:25 -07'00'

Mayor

Name Ted Wheeler
(printed)

Date

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subrecipient)

By Scott Schneider Digitally signed by Scott Schneider Date: 2024.03.07 14:06:47 -08'00'

Subrecipient's Legal Counsel

Date

Subrecipient Program Contact:
Mark Ferdig
Managing Director
Regional Disaster Preparedness Organization (RDPO)
9911 SE Bush St, Portland, OR 97266
971-442-3188
Mark.Ferdig@portlandoregon.gov

Subrecipient Fiscal Contact:
Toni Slightam
Finanical Analyst
Regional Disaster Preparedness Organization (RDPO)
9911 SE Bush St, Portland, OR 97266
503-865-6758
tonia.slightam@portlandoregon.gov

ODEM Grant ID: 23-170

STATE OF OREGON, acting by and through its Oregon Department of Emergency Management

By Alaina Mayfield

Name Alaina Mayfield
(printed)
Preparedness Section Manager, OEM

Date 04/18/2024

APPROVED AS TO LEGAL SUFFICIENCY

By Samuel B. Zeigler via email
Senior Assistant Attorney General

Date: 02/28/024

OEM Program Contact:
Kevin Jeffries
Grants Coordinator
Oregon Department of Emergency Management
PO Box 14370
Salem, OR 97309-5062
Phone: 503-378-3661
Email: kevin.jeffries@oem.oregon.gov

OEM Fiscal Contact:
Yu Chen
Grants Accountant
Oregon Department of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3734
yu.chen@oem.oregon.gov

EXHIBIT A

Program Description and Budget

I. Program Description

Urban Area Security Initiative

This award supports the Regional Disaster Preparedness Organization in implementing regional planning, training, exercise, and equipment purchases to enhance preparedness, prevention, response, recovery and resiliency in the Portland metropolitan area.

II. Budget

FY 2023 UASI Allocation:	**$3,800,000**
Planning	$1,380,076
Organization	$729,349
Equipment	$1,340,567
Training	$163,970
Management and Administration	
UASI	$183,038
OEM	$3,000
Total Budget:	**$3,800,000**

Funding Holds:

UASI National Priorities

FEMA has placed a funding hold on the following investments under the national priority areas, and $186,500 of UASI funds is on hold in the FEMA financial systems. Until the hold is released, the recipient is prohibited from drawing down funds or reimbursing subrecipients, and the subrecipients are prohibited from obligating or expending UASI funds, for the costs or activities identified below. The hold only applies to the amount of funds identified for each UASI investment under the national priority areas below. To release this hold, additional information is required for the investments identified below which must be submitted in the December 2023 Biannual Strategy Implementation Report (BSIR).

Portland Urban Area:

1. Election Security; $114,000
2. Soft Targets and Crowded Places; $72,500

EXHIBIT B

Federal Requirements and Certifications

1. General.
Subrecipient agrees to comply with all federal requirements applicable to this Agreement. Those federal requirements include, without limitation, financial management and procurement requirements; requirements for maintaining accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP); and all other financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) program regulations and requirements. References below to "recipient" include Subrecipient.

1 - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

2 - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

3 - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942. Article XXXVI - Reporting of Matters Related to Recipient Integrity and Performance If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

4 - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

5 - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

6 - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

7 - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

8 - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313.

9 - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at C.F.R. Part 17 and 44 C.F.R. Part 19.

10 – Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

11 - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

12 - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

13 - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409,

II Other Applicable Federal Regulations

1 - Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Recipients must comply with Title VI of the *Civil Rights Act of 1964*, (42 U.S.C. section 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance- published-help-department- supported-organizations-provide-meaningful-access-peoplelimited and additional resources on http://www.lep.gov.

2- Universal Identifier and System of Award Management
Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

3 - Americans with Disabilities Act of 1990
Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

4 - SAFECOM
Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

5 - Rehabilitation Act of 1973
Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

6 - National Environmental Policy Act
Recipients must comply with the requirements of the *National Environmental Policy Act of 1969 (NEPA)*, Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

7 - Acknowledgement of Federal Funding from DHS
Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

8 - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

9 - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

10 - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

11 - RESERVED

12 - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

13 - Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

14- Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

15 - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

16 - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. sections 8101-8106).

16 - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

17 - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: https://www.fema.gov/media-library/assets/documents/90195. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

18 - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template 2017.pdf as useful resources respectively.

19 - Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

20- Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

21 - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

22- Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

23 - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act,Pub. L. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subrecipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences; and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OEM. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which Subrecipient is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers' liability insurance with coverage limits of not less than $500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OEM. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

Not less than $1,000,000 per occurrence, (for all claimants for claims arising out of a single accident or occurrence) and an annual aggregate limit of not less than $2,000,000.

iii. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

Not less than $1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence) and an annual aggregate limit of not less than $2,000,000.

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the subagreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the subagreement, for a minimum of 24 months following the later of : (i) the contractor's completion and Subrecipient's acceptance of all Services required under the subagreement or, (ii) the expiration of all warranty periods provided under the subagreement. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OEM may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If OEM approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Subrecipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Subrecipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the subagreement. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. INSURANCE REQUIREMENT REVIEW. Subrecipient agrees to periodic review of insurance requirements by OEM under this Agreement and to provide updated requirements as mutually agreed upon by OEM and Subrecipient.

OEM ACCEPTANCE. All insurance providers are subject to OEM acceptance. If requested by OEM, Subrecipient shall provide complete copies of its contractors' insurance policies, endorsements, self-insurance documents and related insurance documents to OEM's representatives responsible for verification of the insurance coverages required under this Exhibit C.

Exhibit D
Information required by 2 CFR 200.332(a)

1. Federal Award Identification:

(i) Sub-recipient name (which must match registered name in Sam.gov): City of Portland.

(ii) Sub-recipient's Unique Entity Identifier (UEI): CKESW99VJ5X7

(iii) Federal Award Identification Number (FAIN): EMW-2023-SS-00004

(iv) Federal Award Date: September 1, 2023

(v) Sub-award Period of Performance Start and End Date: From October 1, 2023, to June 20, 2026

(vi) Sub-award Budget Period State and End Date: From October 1, 2023, June 20, 2026

(vii) Amount of Federal Funds Obligated by this Agreement **$3,800,000**

(viii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement *: $3,851,425

(ix) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: $3,851,425

(x) Federal award project description: State Homeland Security Program Grant plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.

(xi) (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
(b) Name of Pass-through entity: Oregon Department of Emergency Management
(c) Contact information for awarding official: Erin McMahon, Director – Oregon Department of Emergency Management, PO Box 14370, Salem, OR 97309-5062

(xii) Assistance Listings Number and Title: 97.067 Homeland Security Grant Program
Amount: $ 8,647,500.00

(xiii) Is Award R&D? No

(xiv) Indirect cost rate for the Federal award: 0%

2. Subrecipient's indirect cost rate: 0%

*The Total amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current fiscal year

Exhibit G – Equipment Receipt, Transfer or Disposition Form

Link to Equipment Report Form (Receipt, Transfer or Disposition)

Exhibit H – Equipment Inventory Report

	Asset Tag # (assigned by subrecipient)	Asset Description	Serial #	Source of funding (including FAIN) and percentage	Condition Code (see list on instructions pages)	Location of Asset (address)	Asset Cost	Date Acquired	Transfer Status	Transferred to (agency and location)	Disposition Status including date and sale price, if applicable
1											
2											
3											
4											
5											
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UASI 2023 COV Subrecipient Agreement 06.26.24

Final Audit Report 2024-06-26

Created:	2024-06-26
By:	CRESA CRESA (cresa@clark.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAROI28NNaq7ff-LX-uwsdGK5itJF78QZn

"UASI 2023 COV Subrecipient Agreement 06.26.24" History

Document created by CRESA CRESA (cresa@clark.wa.gov)
2024-06-26 - 10:11:20 PM GMT- IP address: 64.4.184.59

Document emailed to Dave Fuller (dave.fuller@clark.wa.gov) for signature
2024-06-26 - 10:11:30 PM GMT

Email viewed by Dave Fuller (dave.fuller@clark.wa.gov)
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Document e-signed by Dave Fuller (dave.fuller@clark.wa.gov)
Signature Date: 2024-06-26 - 10:22:09 PM GMT - Time Source: server- IP address: 64.4.184.59

Agreement completed.
2024-06-26 - 10:22:09 PM GMT

Adobe Acrobat Sign

Staff Report: 137-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/15/2024

SUBJECT Approval of Participation Agreement for State of Washington Opioid Settlement with Kroger Co.

Key Points

- On Council authority in 2019, the City initiated litigation in 2019 against numerous manufacturers, distributors, and retailers of opioids
- On April 23, 2024, the State of Washington joined a March 22, 2024, nationwide settlement with Kroger Co. that is contingent upon every litigating government entity in Washington joining the agreement.
- The State's settlement with Kroger Co. is for $47.5 million, of which local governments receive 50% less costs and attorneys' fees.
- By joining the Agreement, the City of Vancouver would receive approximately $400,000 to be paid over 11 years.

Strategic Plan Alignment

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community.

Present Situation

Since 2015, state and local governments around the Country have been united in efforts seeking to hold the manufacturers, distributors, and pharmacies of opioids responsible for the harms caused to their residents. The City of Vancouver joined this fight in 2019, filing suit against a number of manufacturers, distributors and pharmacies. That lawsuit was then transferred to the Northern District of Ohio as part of a nationwide multi-district litigation. The lawsuit has been pending there ever since. The City has already joined settlements with multiple opioid distributors (AmerisourceBergen Corporation, Cardinal Health, Inc., and McKesson Corporation) retailers (Teva, Allergan, CVS, Walgreens, and Walmart), and most recently, Johnson & Johnson/Janssen.

The Council approved a memorandum of understanding in April 2022 ("One Washington MOU"), that delineates the amount the City of Vancouver would receive if any statewide settlement was reached (1.7306605325% of amounts allocated to local governments) and limits the categories for which opioid funds may be expended. In March 2024 the City entered into an interlocal agreement with Camas and Washougal to fulfill its obligations under this MOU so that any expenditure of opioid funds is as transparent as possible to the public. The City of Battle Ground has since joined this interlocal agreement.

On March 22, 2024, Kroger Co. (which operates QFC and Fred Meyer within the State of Washington), a pharmaceutical retailer, entered into a $1.2 billion nationwide settlement. The State of Washington announced on April 23, 2024, that it joined this settlement for an allocation of $47.5 million to be split between the State and local governments, contingent upon eligible cities and counties joining the settlement. On June 28, 2024, the Attorney General's Office provided all litigating local governments (of which Vancouver is one) with a proposed Allocation Agreement. To join the settlement, Vancouver would need to execute the Allocation Agreement and Participation Form. Joining the settlement would bind Vancouver to the terms of the settlement, which is receiving its share of the payout over the next 11 years. Per the Allocation Agreement and One Washington MOU, Vancouver's share would be approximately $400,000 paid out over that time frame.

Advantage(s)

By approving this agreement, the City will receive funds that may be used to address the community impacts of the opioid epidemic in Vancouver, which range from substance addition to mental health to homelessness.

Disadvantage(s)

Forecloses (possibly) a greater share of recovery vis-a-vis other Washington local governments, but the City would have to litigate for that result if it was desired. In addition, refusing to join the settlement would nullify the settlement for the State and all other Washington local governments.

Budget Impact

The City would receive annual payments which would be allocated in a supplemental budget to be used for purposes authorized by the April 2022 One Washington MOU.

Prior Council Review

- Council authorized litigation against the opioid manufacturers, distributors, and retailers in 2019.
- Council authorized the One Washington MOU on April 4, 2022.
- Council authorized the City to join a national settlement with distributors on September 12, 2022.
- Council authorized the City to join a national settlement with other retailers on March 6, 2023.
- Council authorized an interlocal agreement with Camas and Washougal to create an Opioid Abatement Council to monitor receipt and expenditure of opioid funds on March 25, 2024.
- Council authorized the City to join a statewide settlement with Johnson & Johnson/Janssen on April 22, 2024

Action Requested

Authorize the City Manager, City Attorney, and/or designee to execute the attached Settlement Participation Form and attached Allocation Agreement to join the settlement with Kroger Co.

Dan Lloyd, Assistant City Attorney, (360) 487-8500

ATTACHMENTS:

- Participation Form
- Allocation Agreement

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: CITY OF VANCOUVER	State: WASHINGTON
Authorized Official: ERIC HOLMES, CITY MANAGER	
Address 1: PO BOX 1995	
Address 2: 415 W. 6TH STREET	
City, State, Zip: VANCOUVER, WA 98668	
Phone: (360) 487-8600	
Email: CMO@cityofvancouver.us	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 ("*Kroger Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at *https://nationalopioidsettlement.com/*.

3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.

10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: ______________________

Name: ERIC HOLMES

Title: CITY OF VANCOUVER

Date: ______________________

WASHINGTON STATE ALLOCATION AGREEMENT GOVERNING THE ALLOCATION OF OPIOID SETTLEMENT FUNDS PAID BY KROGER

JUNE 28, 2024

This Washington State Allocation Agreement Governing the Allocation of Opioid Settlement Funds Paid by Kroger (the "Allocation Agreement III") governs the distribution of funds obtained from the Kroger Co. ("Kroger") in connection with the resolution of any and all claims by the State of Washington and the counties, cities, and towns in Washington State ("Local Governments") against Kroger via the Kroger Settlement Agreement dated March 22, 2024 ("Settlement"). The Settlement can be accessed at https://nationalopioidsettlement.com/. The terms and definitions of the Settlement are incorporated into this Allocation Agreement III, and any undefined terms in this Allocation Agreement III are as defined in the Settlement.

1. This Allocation Agreement III is intended to be a State-Subdivision Agreement as defined in the Settlement. This Allocation Agreement III shall be interpreted to be consistent with the requirements of a State-Subdivision Agreement in the Settlement.

2. This Allocation Agreement III shall become effective only if all of the following occur:

   A. The State of Washington joins the Settlement and becomes a Settling State as provided for in the Settlement.

   B. The Settlement becomes final and effective and a Consent Judgment is filed and approved as provided for in the Settlement.

   C. The number of Local Governments that execute and return this Allocation Agreement III satisfies the participation requirements for a State-Subdivision Agreement as specified in the Settlement.

3. *Requirements to become a Participating Local Government*. To become a Participating Local Government that can participate in this Allocation Agreement III, a Local Government must do all of the following:

   A. The Local Government must execute and return this Allocation Agreement III.

   B. The Local Government must release its claims against Kroger identified in the Settlement and agree to be bound by the terms of the Settlement by timely executing and returning the Participation Form, which is Exhibit K of the Settlement.

   C. Litigating Subdivisions, also referred to as Litigating Local Governments, must dismiss Kroger with prejudice from their lawsuits.

D. Each of the Local Governments that is eligible to participate in this Allocation Agreement III has previously executed and signed the One Washington Memorandum of Understanding Between Washington Municipalities ("MOU") agreed to by the Participating Local Governments in Washington State, which is attached hereto as Exhibit 1. By executing this Allocation Agreement III, the local government agrees and affirms that the MOU applies to and shall govern the Local Government Share as modified by this Allocation Agreement III for the Settlement.

A Local Government that meets all of the conditions in this paragraph shall be deemed a "Participating Local Government."

4. This Allocation Agreement III applies to the State of Washington's allocation of the (1) Adjusted State Remediation Payment and (2) Additional Remediation Amount, which collectively shall be referred to as the "Washington Abatement Amount." As specified in the Settlement, the Washington Abatement Amount will vary dependent on the percentage of Participating Local Governments and whether there are any Later Litigating Subdivisions.

5. This Allocation Agreement III does not apply to the State Cost Fund, State AG Fees and Costs, or any attorneys' fees, fees, costs, or expenses referred to in the Settlement or that are paid directly or indirectly via the Settlement to the State of Washington ("State's Fees and Costs").

6. This Allocation Agreement III and the MOU are a State Back-Stop Agreement. Kroger is paying a portion of the Local Governments' attorneys' fees and costs as provided for in the Settlement. The total contingent fees an attorney receives from the Contingency Fee Fund in the Settlement, the MOU, and this Allocation Agreement III combined cannot exceed 15% of the portion of the LG Share paid to the Litigating Local Government that retained that firm to litigate against the Settling Entities (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives $1,000,000 from the Settlement, then the maximum that the firm can receive is $150,000 for fees as to the Kroger Settlement.)

7. No portion of the State's Fees and Costs and/or the State Share as defined in Paragraphs 5 and 9 of this Allocation Agreement III shall be used to fund the Government Fee Fund ("GFF") referred to in Paragraph 11 of this Allocation Agreement III and Section D of the MOU, or in any other way to fund any Participating Local Government's attorneys' fees, costs, or common benefit tax.

8. The Washington Abatement Amount shall and must be used by the State and Participating Local Governments for future Opioid Remediation as defined in the Settlement, except as allowed by the Settlement.

9. The State and the Participating Local Governments agree to divide the Washington Abatement Amount as follows:

   A. Fifty percent (50%) to the State of Washington ("State Share").

   B. Fifty percent (50%) to the Participating Local Governments ("LG Share").

10. The LG Share shall be distributed to Participating Local Governments pursuant to the MOU as amended and modified in this Allocation Agreement III.

11. For purposes of this Allocation Agreement III only, the MOU is modified as follows and any contrary provisions in the MOU are struck:

   A. Exhibit A of the MOU is replaced by Exhibit E of the Settlement.

   B. The definition of "Litigating Local Governments" in Section A.4 of the MOU shall mean Litigating Subdivisions as defined in the Settlement and shall also include any local government that notified Judge Polster in Case No. 1:17-md-02804-DAP of its intent to sue Kroger in 2023 after the release of updated ARCOS data.

   C. The definition of "National Settlement Agreement" in Section A.6 of the MOU shall mean the Settlement.

   D. The definition of "Settlement" in Section A.14 of the MOU shall mean the Settlement.

   E. The MOU is amended to add new Section C.4.g.vIII, which provides as follows:

   > "If a Participating Local Government receiving a direct payment (a) uses Opioid Funds other than as provided for in the Settlement, (b) does not comply with conditions for receiving direct payments under the MOU, or (c) does not promptly submit necessary reporting and compliance information to its Regional Opioid Abatement Counsel ("Regional OAC") as defined at Section C.4.h of the MOU, then the Regional OAC may suspend direct payments to the Participating Local Government after notice, an opportunity to cure, and sufficient due process. If direct payments to Participating Local Government are suspended, the payments shall be treated as if the Participating Local Government is foregoing their allocation of Opioid Funds pursuant to Section C.4.d and C.4.j.IIIi of the MOU. In the event of a suspension, the Regional OAC shall give prompt notice to the suspended Participating Local Government and the Settlement Fund Administrator specifying the reasons for the suspension, the process for reinstatement, the factors that will be considered for reinstatement, and the due process that will be provided. A suspended Participating Local

Government may apply to the Regional OAC to be reinstated for direct payments no earlier than five years after the date of suspension."

F. The amounts payable to each law firm representing a Litigating Local Government from the GFF shall be consistent with the MOU and the process set forth in the *Order Appointing the Fee Panel to Allocate and Disburse Attorney's Fees Provided for in State Back-Stop Agreements*, Case No. 1:17-md-02804-DAP Doc #: 4543 (June 17, 2022). All amounts that the City of Seattle has contributed to the GFF shall be returned to the City of Seattle by the Settlement Administrator rather than paid to Hagens Berman Sobol Shapiro LLP.

G. The GFF set forth in the MOU shall be funded by the LG Share of the Washington Abatement Amount only. To the extent the common benefit tax is not already payable by the Settling Entities as contemplated by Section D.8 of the MOU, the GFF shall be used to pay Litigating Local Government contingency fee agreements and any common benefit tax referred to in Section D of the MOU, which shall be paid on a pro rata basis to eligible law firms as determined by the GFF Administrator.

H. To fund the GFF, fifteen percent (15%) of the LG Share shall be deposited in the GFF from each LG Share settlement payment until the Litigating Subdivisions' contingency fee agreements and common benefit tax (if any) referred to in Section D of the MOU are satisfied. Under no circumstances will any Primary Subdivision or Litigating Local Government be required to contribute to the GFF more than 15% of the portion of the LG Share allocated to such Primary Subdivision or Litigating Local Government. In addition, under no circumstances will any portion of the LG Share allocated to a Litigating Local Government be used to pay the contingency fees or litigation expenses of counsel for some other Litigating Local Government.

I. The maximum amount of any Litigating Local Government contingency fee agreement (from the Contingency Fee Fund of the Settlement) payable to a law firm permitted for compensation shall be fifteen percent (15%) of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives $1,000,000 from the Settlement, then the maximum that the firm can receive is $150,000 for fees.) The firms also shall be paid documented expenses due under their contingency fee agreements that have been paid by the law firm attributable to that Litigating Local Government. Consistent with Agreement on Attorneys' Fees, Costs, and Expenses, which is Exhibit R of the Settlement, amounts due to Participating Litigating Subdivisions' attorneys under this Allocation Agreement III shall not impact (i) costs paid by the subdivisions to their attorneys pursuant to a State Back-Stop agreement, (ii) fees paid to subdivision attorneys from the Common Benefit Fund for common benefit work performed by the attorneys pursuant to Exhibit R of the Settlement, or (iii) costs paid to subdivision attorneys from the MDL Expense Fund for expenses incurred by the attorneys pursuant to the Settlement.

J. Under no circumstances may counsel receive more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government. To the extent a law firm was retained by a Litigating Local Government on a contingency fee agreement that provides for compensation at a rate that is less than fifteen percent (15%) of that Litigating Local Government's recovery, the maximum amount payable to that law firm referred to in Section D.3 of the MOU shall be the percentage set forth in that contingency fee agreement.

K. For the avoidance of doubt, both payments from the GFF and the payment to the Participating Litigating Local Governments' attorneys from the Contingency Fee Fund in the Settlement shall be included when calculating whether the aforementioned fifteen percent (15%) maximum percentage (or less if the provisions of Paragraph 10.J of this Allocation Agreement III apply) of any Litigating Local Government contingency fee agreement referred to above has been met.

L. To the extent there are any excess funds in the GFF, the Settlement Administrator shall facilitate the return of those funds to the Participating Local Governments as provided for in Section D.6 of the MOU.

12. In connection with the execution and administration of this Allocation Agreement III, the State and the Participating Local Governments agree to abide by the Public Records Act, RCW 42.56 *et seq.*

13. All Participating Local Governments, Regional OACs, and the State shall maintain all non-transitory records related to this Allocation Agreement III as well as the receipt and expenditure of the funds from the Settlement for no less than five (5) years.

14. If any party to this Allocation Agreement III believes that a Participating Local Government, Regional OAC, the State, an entity, or individual involved in the receipt, distribution, or administration of the funds from the Settlement has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, with a copy of the complaint promptly sent to the Washington Attorney General, Complex Litigation Division, Division Chief, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104.

15. To the extent (i) a region utilizes a pre-existing regional body to establish its Opioid Abatement Council pursuant to the Section 4.h of the MOU, and (III) that

pre-existing regional body is subject to the requirements of the Community Behavioral Health Services Act, RCW 71.24 *et seq.*, the State and the Participating Local Governments agree that the Opioid Funds paid by Kroger is subject to the requirements of the MOU and this Allocation Agreement III.

16. Upon request by Kroger, the Participating Local Governments must comply with the Tax Cooperation and Reporting provisions of the Settlement.

17. Venue for any legal action related to this Allocation Agreement III (separate and apart from the MOU or the Settlement) shall be in King County, Washington.

18. Each party represents that all procedures necessary to authorize such party's execution of this Allocation Agreement III have been performed and that such person signing for such party has been authorized to execute this Allocation Agreement III.

FOR THE STATE OF WASHINGTON:

ROBERT W. FERGUSON
Attorney General

JEFFREY G. RUPERT
Division Chief

Date: 6-28-2024

FOR THE PARTICIPATING LOCAL GOVERNMENT:

Name of Participating Local Government: CITY OF VANCOUVER, WASHINGTON

Authorized signature: ______________________________

Name: ERIC HOLMES

Title: CITY MANAGER

Date: ______________________________

EXHIBIT 1
One Washington Memorandum of Understanding Between Washington Municipalities

ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. "Allocation Regions" are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.

2. "Approved Purpose(s)" shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.

3. "Effective Date" shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.

4. "Litigating Local Government(s)" shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. "Trustee" shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The "Washington State Accountable Communities of Health" or "ACH" shall mean the nine (9) regions described in Section C below.

B. Allocation of Settlement Proceeds for Approved Purposes

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the "County Total" line item in Exhibit B. In the event any county does not participate in this MOU, that county's percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

C. Regional Agreements

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

i. Developing a methodology for obtaining proposals for use of Opioid Funds.

ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.

iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.

iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.

v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.

vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.

iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:

(i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
(ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
(iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.

iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.

v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.

vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.

vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq*. Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq*.

D. Payment of Counsel and Litigation Expenses

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund ("GFF") shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the "Opioid Fee and Expense Committee") consisting of one representative of the following law firms: (a) Keller Rohrback L.LP.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments' private counsel's representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit "tax" imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP ("Common Benefit Tax"). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments' private counsel's representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

E. General Terms

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act. The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

This One Washington Memorandum of Understanding Between Washington Municipalities is signed this _____ day of ___________________, 2022 by:

____

Name & Title ___________________________________

On behalf of ____________________________________

4894-0031-1574, v. 2

EXHIBIT A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:

   a. Medication-Assisted Treatment (MAT);

   b. Abstinence-based treatment;

   c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;

   d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or

   e. Evidence-informed residential services programs, as noted below.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.

6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.

8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.

2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.

4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.

9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.

10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

C. <u>CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)</u>

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.

7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.

8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.

10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.

11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

12. Develop and support best practices on addressing OUD in the workplace.

13. Support assistance programs for health care providers with OUD.

14. Engage non-profits and the faith community as a system to support outreach for treatment.

15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:

    a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

    b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

    c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

    e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;

    f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or

    g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. <u>ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME</u>

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.

6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

    a. Increase the number of prescribers using PDMPs;

    b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or

    c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.

6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:

    a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. <u>PREVENT MISUSE OF OPIOIDS</u>

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.

2. Public education relating to drug disposal.

3. Drug take-back disposal or destruction programs.

4. Fund community anti-drug coalitions that engage in drug prevention efforts.

5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

6. Engage non-profits and faith-based communities as systems to support prevention.

7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.

2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.

2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

EXHIBIT B

County	Local Government	% Allocation
Adams County		
	Adams County	0.1638732475%
	Hatton	
	Lind	
	Othello	
	Ritzville	
	Washtucna	
	County Total:	0.1638732475%
Asotin County		
	Asotin County	0.4694498386%
	Asotin	
	Clarkston	
	County Total:	0.4694498386%
Benton County		
	Benton County	1.4848831892%
	Benton City	
	Kennewick	0.5415650564%
	Prosser	
	Richland	0.4756779517%
	West Richland	0.0459360490%
	County Total:	2.5480622463%
Chelan County		
	Chelan County	0.7434914485%
	Cashmere	
	Chelan	
	Entiat	
	Leavenworth	
	Wenatchee	0.2968333494%
	County Total:	1.0403247979%
Clallam County		
	Clallam County	1.3076983401%
	Forks	
	Port Angeles	0.4598370527%
	Sequim	
	County Total:	1.7675353928%

EXHIBIT B

County	Local Government	% Allocation
Clark County		
	Clark County	4.5149775326%
	Battle Ground	0.1384729857%
	Camas	0.2691592724%
	La Center	
	Ridgefield	
	Vancouver	1.7306605325%
	Washougal	0.1279328220%
	Woodland***	
	Yacolt	
	County Total:	6.7812031452%
Columbia County		
	Columbia County	0.0561699537%
	Dayton	
	Starbuck	
	County Total:	0.0561699537%
Cowlitz County		
	Cowlitz County	1.7226945990%
	Castle Rock	
	Kalama	
	Kelso	0.1331145270%
	Longview	0.6162736905%
	Woodland***	
	County Total:	2.4720828165%
Douglas County		
	Douglas County	0.3932175175%
	Bridgeport	
	Coulee Dam***	
	East Wenatchee	0.0799810865%
	Mansfield	
	Rock Island	
	Waterville	
	County Total:	0.4731986040%
Ferry County		
	Ferry County	0.1153487994%
	Republic	
	County Total:	0.1153487994%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
Franklin County		
	Franklin County	0.3361237144%
	Connell	
	Kahlotus	
	Mesa	
	Pasco	0.4278056066%
	County Total:	0.7639293210%
Garfield County		
	Garfield County	0.0321982209%
	Pomeroy	
	County Total:	0.0321982209%
Grant County		
	Grant County	0.9932572167%
	Coulee City	
	Coulee Dam***	
	Electric City	
	Ephrata	
	George	
	Grand Coulee	
	Hartline	
	Krupp	
	Mattawa	
	Moses Lake	0.2078293909%
	Quincy	
	Royal City	
	Soap Lake	
	Warden	
	Wilson Creek	
	County Total:	1.2010866076%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
Grays Harbor County		
	Grays Harbor County	0.9992429138%
	Aberdeen	0.2491525333%
	Cosmopolis	
	Elma	
	Hoquiam	
	McCleary	
	Montesano	
	Oakville	
	Ocean Shores	
	Westport	
	County Total:	1.2483954471%
Island County		
	Island County	0.6820422610%
	Coupeville	
	Langley	
	Oak Harbor	0.2511550431%
	County Total:	0.9331973041%
Jefferson County		
	Jefferson County	0.4417137380%
	Port Townsend	
	County Total:	0.4417137380%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
King County		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	County Total:	26.0505653608%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
Kitsap County		
	Kitsap County	2.6294133668%
	Bainbridge Island	0.1364686014%
	Bremerton	0.6193374389%
	Port Orchard	0.1009497162%
	Poulsbo	0.0773748246%
	County Total:	3.5635439479%
Kittitas County		
	Kittitas County	0.3855704683%
	Cle Elum	
	Ellensburg	0.0955824915%
	Kittitas	
	Roslyn	
	South Cle Elum	
	County Total:	0.4811529598%
Klickitat County		
	Klickitat County	0.2211673457%
	Bingen	
	Goldendale	
	White Salmon	
	County Total:	0.2211673457%
Lewis County		
	Lewis County	1.0777377479%
	Centralia	0.1909990353%
	Chehalis	
	Morton	
	Mossyrock	
	Napavine	
	Pe Ell	
	Toledo	
	Vader	
	Winlock	
	County Total:	1.2687367832%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
Lincoln County		
	Lincoln County	0.1712669645%
	Almira	
	Creston	
	Davenport	
	Harrington	
	Odessa	
	Reardan	
	Sprague	
	Wilbur	
	County Total:	0.1712669645%
Mason County		
	Mason County	0.8089918012%
	Shelton	0.1239179888%
	County Total:	0.9329097900%
Okanogan County		
	Okanogan County	0.6145043345%
	Brewster	
	Conconully	
	Coulee Dam***	
	Elmer City	
	Nespelem	
	Okanogan	
	Omak	
	Oroville	
	Pateros	
	Riverside	
	Tonasket	
	Twisp	
	Winthrop	
	County Total:	0.6145043345%
Pacific County		
	Pacific County	0.4895416466%
	Ilwaco	
	Long Beach	
	Raymond	
	South Bend	
	County Total:	0.4895416466%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
Pend Oreille County		
	Pend Oreille County	0.2566374940%
	Cusick	
	Ione	
	Metaline	
	Metaline Falls	
	Newport	
	County Total:	0.2566374940%
Pierce County		
	Pierce County	7.2310164020%
	Auburn***	0.0628522112%
	Bonney Lake	0.1190773864%
	Buckley	
	Carbonado	
	DuPont	
	Eatonville	
	Edgewood	0.0048016791%
	Enumclaw***	0.0000000000%
	Fife	0.1955185481%
	Fircrest	
	Gig Harbor	0.0859963345%
	Lakewood	0.5253640894%
	Milton***	
	Orting	
	Pacific***	
	Puyallup	0.3845704814%
	Roy	
	Ruston	
	South Prairie	
	Steilacoom	
	Sumner	0.1083157569%
	Tacoma	3.2816374617%
	University Place	0.0353733363%
	Wilkeson	
	County Total:	12.0345236870%
San Juan County		
	San Juan County	0.2101495171%
	Friday Harbor	
	County Total:	0.2101495171%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
Skagit County		
	Skagit County	1.0526023961%
	Anacortes	0.1774962906%
	Burlington	0.1146861661%
	Concrete	
	Hamilton	
	La Conner	
	Lyman	
	Mount Vernon	0.2801063665%
	Sedro-Woolley	0.0661146351%
	County Total:	1.6910058544%
Skamania County		
	Skamania County	0.1631931925%
	North Bonneville	
	Stevenson	
	County Total:	0.1631931925%
Snohomish County		
	Snohomish County	6.9054415622%
	Arlington	0.2620524080%
	Bothell***	0.2654558588%
	Brier	
	Darrington	
	Edmonds	0.3058936009%
	Everett	1.9258363241%
	Gold Bar	
	Granite Falls	
	Index	
	Lake Stevens	0.1385202891%
	Lynnwood	0.7704629214%
	Marysville	0.3945067827%
	Mill Creek	0.1227939546%
	Monroe	0.1771621898%
	Mountlake Terrace	0.2108935805%
	Mukilteo	0.2561790702%
	Snohomish	0.0861097964%
	Stanwood	
	Sultan	
	Woodway	
	County Total:	11.8213083387%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
Spokane County		
	Spokane County	5.5623859292%
	Airway Heights	
	Cheney	0.1238454349%
	Deer Park	
	Fairfield	
	Latah	
	Liberty Lake	0.0389636519%
	Medical Lake	
	Millwood	
	Rockford	
	Spangle	
	Spokane	3.0872078287%
	Spokane Valley	0.0684217500%
	Waverly	
	County Total:	8.8808245947%
Stevens County		
	Stevens County	0.7479240179%
	Chewelah	
	Colville	
	Kettle Falls	
	Marcus	
	Northport	
	Springdale	
	County Total:	0.7479240179%
Thurston County		
	Thurston County	2.3258492094%
	Bucoda	
	Lacey	0.2348627221%
	Olympia	0.6039423385%
	Rainier	
	Tenino	
	Tumwater	0.2065982350%
	Yelm	
	County Total:	3.3712525050%
Wahkiakum County		
	Wahkiakum County	0.0596582197%
	Cathlamet	
	County Total:	0.0596582197%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
Walla Walla County		
	Walla Walla County	0.5543870294%
	College Place	
	Prescott	
	Waitsburg	
	Walla Walla	0.3140768654%
	County Total:	0.8684638948%
Whatcom County		
	Whatcom County	1.3452637306%
	Bellingham	0.8978614577%
	Blaine	
	Everson	
	Ferndale	0.0646101891%
	Lynden	0.0827115612%
	Nooksack	
	Sumas	
	County Total:	2.3904469386%
Whitman County		
	Whitman County	0.2626805837%
	Albion	
	Colfax	
	Colton	
	Endicott	
	Farmington	
	Garfield	
	LaCrosse	
	Lamont	
	Malden	
	Oakesdale	
	Palouse	
	Pullman	0.2214837491%
	Rosalia	
	St. John	
	Tekoa	
	Uniontown	
	County Total:	0.4841643328%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
Yakima County		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%

*** - Local Government appears in multiple counties

Exhibit C

KING COUNTY REGIONAL AGREEMENT

King County intends to explore coordination with its cities and towns to facilitate a Regional Agreement for Opioid Fund allocation. Should some cities and towns choose not to participate in a Regional Agreement, this shall not preclude coordinated allocation for programs and services between the County and those cities and towns who elect to pursue a Regional Agreement. As contemplated in C.5 of the MOU, any Regional Agreement shall comply with the terms of the MOU and any Settlement. If no Regional Agreement is achieved, the default methodology for allocation in C.4 of the MOU shall apply.

Item #10.

Staff Report: 138-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/15/2024

SUBJECT Resolution Authorizing Grant for Pearson Field from Washington State Department of Transportation, Aviation Division

Key Points

- The City will be doing a construction project of an electrical vault/runway lighting system rehabilitation project at Pearson Field Airport in 2024.
- The Federal Aviation Administration (FAA) will be funding 90% of the estimated $900,000 project.
- The Washington State Department of Transportation, Aviation Division has Airport Aid grants that can fund 5% of the project. The grant application requires a resolution indicating the City Council's authorization to apply for the grant.

Strategic Plan Alignment

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

Present Situation

The City of Vancouver is receiving a grant from the Federal Aviation Administration (FAA) to fund the construction of an electrical vault/runway lighting system rehabilitation project at Pearson Field Airport in 2024. The project includes the construction of a new electrical vault and the rehabilitation of the runway lighting system. Total cost of the project is estimated to be $900,000. The FAA grant will pay for 90% of the project. WSDOT Aviation Division has Airport Aid grants that can be used as a 5% match for the project. The City, through the Pearson Field budget, would be responsible for the remaining 5%. The grant application requires a resolution indicating the City Council's authorization to apply for the grant.

Advantage(s)

The construction of an electrical vault/runway lighting system rehabilitation project is an important capital improvement project for Pearson Field. This grant could provide 5% of the funding for that project.

Disadvantage(s)

None

Budget Impact

The cost estimate for the project is $900,000. The FAA will pay for 90% of the project. The WSDOT grant will pay for 5% and the City will be responsible for the remaining 5%. There is funding approved for this project in the 2023-2024 Pearson Field budget.

Prior Council Review

None

Action Requested

On July 15, 2024, approve a resolution authorizing the City Manager, or designee, to apply for a Washington State Department of Transportation, Aviation Division, Airport Aid grant for the construction of a electrical vault/runway lighting system rehabilitation at Pearson Field.

Guy Lennon, Airport Manager, 360-487-8619

ATTACHMENTS:

- WSDOT grant Resolution

XX/XX/2024

RESOLUTION NO. M-

A RESOLUTION authorizing the City of Vancouver to apply for a Washington State Department of Transportation, Aviation Division, Airport Aid grant to fund the construction of an electrical vault/runway lighting system rehabilitation project at Pearson Field Airport, and providing for an effective date.

WHEREAS, the City of Vancouver operates Pearson Field, a general aviation airport which is part of the federally designated Vancouver National Historic Reserve;

WHEREAS, the City is receiving a grant from the Federal Aviation Administration (FAA) to fund a portion of the construction of the rehabilitation of the runway lighting system and electrical vault at Pearson Field;

WHEREAS, the grant from the FAA will fund 90% percent of the estimated $900,000 for the design of the runway lighting rehabilitation and electrical vault project; and

WHEREAS, the Washington State Department of Transportation (WSDOT), Aviation Division has Airport Aid grants available that can be used as a 5% match for the construction of the runway lighting rehabilitation and electrical vault project; and

WHEREAS, the 2022-2023 budget for Pearson Field, as approved by the City Council, includes matching funds for the construction of the runway lighting rehabilitation and electrical vault project; and

WHEREAS, the application for the WSDOT Airport Aid grant requires a resolution indicating the City Council’s support for the project and authorization to apply for the grant.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The recitals set forth above are adopted as findings supporting the action of the City Council in adopting this resolution.

Section 2. The City Council supports the construction of the runway lighting rehabilitation and electrical vault project and confirms that local matching funds have been appropriated for this project.

Section 3. Effective immediately, the City Council, hereby authorizes the City Manager, or designee, to apply for grant funding through the WSDOT, Aviation Division for the construction of the runway lighting rehabilitation and electrical vault project at Pearson Field.

ADOPTED at a Regular Meeting of the Vancouver City Council this ___ day of ______, 2024.

____
Anne McEnerny-Ogle, Mayor

Attest:

____
Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

Item #11.

Staff Report: 139-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/15/2024

SUBJECT Resolution Authorizing Grant from Federal Aviation Administration

Key Points

- The City will be constructing an electrical vault/runway lighting system rehabilitation project at Pearson Field Airport in 2024.
- The Federal Aviation Administration (FAA) is funding 90% of the estimated $900,000 project.
- The grant offer requires a resolution indicating the City Council's authorization for the grant.

Strategic Plan Alignment

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

Present Situation

The City of Vancouver has received a grant offer from the Federal Aviation Administration (FAA) to fund the construction of an electrical vault/runway lighting system rehabilitation project at Pearson Field Airport in 2024. The project includes the construction of a new electrical vault and the rehabilitation of the runway lighting system. Total cost of the project is estimated to be $900,000. The FAA grant will pay for 90% of the project. The City, through the Pearson Field budget, would be responsible for the 5% and a Washington State Department of Transportation Airport Aid Program grant is proposed to cover the remaining 5%. The grant requires a resolution indicating the City Council's authorization for the grant.

Advantage(s)

The construction of an electrical vault/runway lighting system rehabilitation project is an important capital improvement project for Pearson Field. This grant could provide 90% of the funding for that project.

Disadvantage(s)

None

Budget Impact

The cost estimate for the project is $900,000. The FAA will pay for 90% of the project. The City will be responsible for 5% and a Washington State Department of Transportation Airport Aid Program grant is proposed to cover the remaining 5%. There is funding approved for this project in the 2023-2024 Pearson Field budget.

Prior Council Review

None

Action Requested

On July 15, 2024, approve a resolution authorizing the City to accept a Federal Aviation Administration Airport Improvement Program grant for the construction of an electrical vault/runway lighting system rehabilitation at Pearson Field.

Guy Lennon, Airport Manager, 360-487-8619

ATTACHMENTS:

- FAA grant Resolution
- Grant Agreement

XX/XX/2022

RESOLUTION NO. M-

A RESOLUTION authorizing the City Manager to execute a Federal Aviation Administration (FAA), Airport Improvement Program grant to fund the construction of an electrical vault/runway lighting system rehabilitation project at Pearson Field Airport; and providing for an effective date.

WHEREAS, the City of Vancouver operates Pearson Field, a general aviation airport which is part of the federally designated Vancouver National Historic Reserve; and

WHEREAS, the City is receiving a grant from the Federal Aviation Administration (FAA) to fund the construction of the rehabilitation of the runway lighting system and electrical vault at Pearson Field; and

WHEREAS the grant from the FAA will fund 90% percent of the estimated $900,000 for the construction of the runway lighting rehabilitation and electrical vault project; and

WHEREAS, the 2022-2023 budget for Pearson Field, as approved by the City Council, includes matching funds for the construction of the runway lighting rehabilitation and electrical vault project; and

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The recitals set forth above are adopted as findings supporting the action of the City Council in adopting this resolution.

Section 2. The City Council supports the construction of the runway lighting rehabilitation and electrical vault project and confirms that local matching funds have been appropriated for this project.

Section 3. Effective immediately, the City Council, hereby authorizes the City Manager as its "authorized representative" to execute the grant agreement, No. 3-53-0139-020-2022, accepting grant funding for a FAA, Airport Improvement Program grant for the rehabilitation of the runway lighting system and electrical vault at Pearson Field.

ADOPTED at a Regular Meeting of the Vancouver City Council this ______ day of _____, 2024.

____
Anne McEnerny-Ogle, Mayor

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

RESOLUTION

U.S. Department of Transportation
Federal Aviation Administration

Airports Division
Northwest Mountain Region
Oregon, Washington

Seattle Airports District Office:
2200 S 216th St
Des Moines, WA 98198

July 2, 2024

Mr. Eric Holmes
City Manager
Pearson Field
415 W 6th St
Vancouver, WA 98660

Dear Mr. Eric Holmes:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-53-0139-020-2024 at Pearson Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement. To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 24, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Chelsea Branchcomb, (206) 231-4231, Chelsea.L.Branchcomb@faa.gov, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Warren D. Ferrell
Manager, Seattle Airports District Office

U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2024 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 2, 2024
Airport/Planning Area	Pearson Field – Vancouver, Washington
AIP Grant Number	3-53-0139-020-2024 (Contract Number: DOT-FA24NM-0045)
Unique Entity Identifier	TM9CHABUP4B2

TO: City of Vancouver, Washington
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 11, 2024, for a grant of Federal funds for a project at or associated with the City of Vancouver, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Pearson Field Airport (herein called the "Project") consisting of the following:

Reconstruct Airport Lighting Vault (phase 2-construction); Reconstruct Runway 8/26 Edge Lighting (phase 2-construction); Acquire and Install Emergency Generator (phase 2-construction);

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application;

and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90% of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $763,055.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning;
   $763,055 airport development; and,
   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination:

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does

not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

5. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

6. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

7. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 24, 2024, or such subsequent date as may be prescribed in writing by the FAA.

8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

9. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

10. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

11. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

12. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

13. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

16. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

b. May be increased by not more than 15 percent for development projects, if funds are available;

c. May be increased by not more than the greater of the following for a land project, if funds are available:

    1. 15 percent; or

    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

18. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

a. Verify the non-Federal entity is eligible to participate in this Federal program by:

    1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

    2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

    3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

20. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
   i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
   ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

21. **Trafficking in Persons.**

a. *Posting of contact information.*

1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
   i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
   ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
   iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
   i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
   ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
      a) Associated with performance under this Grant; or
      b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –
   i. Associated with performance under this Grant; or
   ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

d. *Provisions applicable to any recipient.*
   1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.
   2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
      i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
      ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
   3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions.* For purposes of this Grant Condition:
   1. "Employee" means either:
      i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
   2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
   3. "Private entity":
      i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
      ii. Includes:
         a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

22. **Exhibit "A" Property Map**. The Exhibit "A" Property Map dated September 2013, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

23. **Employee Protection from Reprisal**.

a. Prohibition of Reprisals.

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

i. Gross mismanagement of a Federal grant;

ii. Gross waste of Federal funds;

iii. An abuse of authority relating to implementation or use of Federal funds;

iv. A substantial and specific danger to public health or safety; or

v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;

v. A court or grand jury;

vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or

vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

24. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.

25. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

26. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

27. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the

Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at https://www.congress.gov/bill/118th-congress/house-bill/3935/text

SPECIAL CONDITIONS

28. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

29. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

30. **Grant Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA approval of this grant is based on the Sponsor's certification to carry out the project in accordance **with** policies, standards, and specifications approved by the FAA. The Sponsor Certifications received from the Sponsor for the work included in this grant are hereby incorporated into this grant agreement. The Sponsor understands that:

    a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;

    b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;

    If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

Warren Ferrell

Warren D. Ferrell

Manager, Seattle Airports District Office

Manager, Seattle Airports District Office

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated ______________________________

City of Vancouver
(Name of Sponsor)

____
(Signature of Sponsor's Authorized Official)

By: ______________________________
(Typed Name of Sponsor's Authorized Official)

Title: ______________________________
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Washington. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at

By:

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 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.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

Footnotes to Assurance (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title

49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

   2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

   3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

   4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

   Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

   1. eliminate such adverse effect in a manner approved by the Secretary; or

   2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**[Selection Criteria: Sponsor Name]**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or 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 no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interést therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;

2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of April 11, 2024.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

    1. Describes the requests;

    2. Provides an explanation as to why the requests could not be accommodated; and

    3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Item #12.

Staff Report: 140-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/15/2024

SUBJECT Amendments to City Council Policy 100-32

Key Points

- City Council policies and procedures provide a valuable operational framework which, though non-legally binding, is generally followed absent more specific, policy-level direction from the City Council.
- The Vancouver City Council meets periodically to review its policies and make amendments as necessary.
- On April 1 and June 17, 2024, City Council reviewed and discussed opportunities to connect with residents through Community Communication Forums and provided direction to make specific changes to City Council Policy 100-32 as outlined more fully below.

Strategic Plan Alignment

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

Present Situation

The City Council's operating policies and procedures were originally adopted in 1999. Periodic review and update to the policies are necessary to reflect changes in City policy as well as best practices in municipal governance and state law.

Vancouver City Council Policy 100-32 was last amended on January 9, 2023, by passage of Resolution M-4204. At that time, the City transitioned from a longstanding practice of holding Community Communication Forums twice per month at City Hall, to holding Community Forums at various locations throughout the community on a quarterly basis. Since that time, the City Council has observed that the Quarterly Communication Forums have been very productive.

The City Council discussed its policies on April 1 and June 17, 2024, and expressed interest in making further refinements to Policy 100-32. Attached for City Council's consideration are proposed modifications that, if adopted, would:

- Add approximately eight (8) community forum events to the City Council's annual calendar to be held in months in which a (quarterly) community forum is not otherwise scheduled to occur. The additional Community Communication Forums would be held at the end of the last Regular Meeting of each month, last up to one (1) hour, and allow up to three (3) total minutes of testimony from each speaker on any lawful topic.

- Address minor grammatical updates for sake of consistency throughout the policy as indicated in the "track changes" version of Policy 100-32 (attached).

- Establish an effective date for the new Policy of August 1, 2024. If adopted, City Staff anticipate returning to City Council on August 5 with an updated annual calendar and holding the first Regular Meeting with a Community Communication Forum on August 26, 2024.

Advantage(s)
Adds additional opportunities for community members to engage with their elected officials.

Disadvantage(s)
None

Budget Impact
None

Prior Council Review
April 1, 2024 - Workshop
June 17, 2024 - Communications

Action Requested
Adopt a resolution amending City Council Policy 100-32.

Jonathan Young, City Attorney, 360-487-8500

ATTACHMENTS:

- Resolution
- 100-32 Policy - Track Changes
- 100-32 Policy - Clean

RESOLUTION NO. M-_____

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

WHEREAS, Council policies and procedures provide a valuable operational framework and are reviewed periodically by the City Council for updates and revisions; and

WHEREAS, the Vancouver City Council met on April 1, 2024 and June 17, 2024, reviewed Council Policy 100-32, and identified areas for revision and improvement.

NOW, THEREFORE

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. That as recommended in SR_____ and materials attached thereto, the attached revisions to City Council Policy and Procedure entitled "City Council Meetings," No. 100-32, last modified January 9, 2023, by Resolution M-4204, are hereby adopted.

Section 2. Effective Date. This Resolution together with its prescribed changes to City Council Policy 100-32 shall become effective on August 1, 2024.

[This space intentionally left blank.]

ADOPTED at regular session of the Council of the City of Vancouver, this 15th day of July, 2024.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 2

POLICY AND PROCEDURE

CITY OF VANCOUVER WASHINGTON	**INDEX** **Administrative/Council/City Manager**			
Subject **City Council Meetings**	**Number** 100-32	**Rev.** ~~K~~L	**Effective Date** ~~1/9/2023~~8/1/2024	**Page 1 of 12**
	Supersedes ~~12/19/2022~~1/9/2023	**Prepared by:** [City Manager]	**Approved by:** [Mayor]	

1.0 Purpose

The purpose of this policy is to establish formal procedures for the conduct of City Council meetings.

2.0 Organizations Affected

City Council/City Manager

3.0 References

City Council Resolution M-3239, August 9, 1999
City Council Resolution M-3258, November 22, 1999
City Council Resolution M-3350, July 23, 2001
City Council Resolution M-3412, December 12, 2002
City Council Resolution M-3607, April 16, 2007
City Council Resolution M-3737, March 21, 2011
City Council Resolution M-3844, December 15, 2014
City Council Resolution M-3912, November 14, 2016
City Council Resolution M-3980, September 24, 2018
City Council Resolution M-4157, December 13, 2021
City Council Resolution M-4172, June 6, 2022
City Council Resolution M-4201, December 19, 2022
City Council Resolution M-4204, January 9, 2023
City Council Resolution M-____, July 15, 2024

4.0 Presiding Officer

The Presiding Officer at all meetings of the Council is the Mayor, and in the absence of the Mayor, the Mayor Pro Tempore will act in that capacity. If both the Mayor and Mayor Pro Tempore are absent, the most senior member in attendance shall act in that capacity. Seniority amongst members of the Council shall be established according to the date members first join the Council. In the event two or more members of the Council are elected from the same election, seniority among such members shall be established according to number of votes received (such that the highest available seniority is conferred to the Councilmember-elect who received the greatest number of votes).

4.1. Choosing Mayor Pro Tempore

The Mayor Pro Tempore shall be chosen according to *Section 2.04 of the Vancouver City Charter* and Ranked Choice Voting. All members of the City Council, including those nominated for Mayor Pro Tempore, shall vote unless they abstain for a qualifying reason. See Section 10.16.3. The City Council Assistant shall prepare and circulate a ballot containing the names of all nominees. Council members will then be given an opportunity to fill out and return their ballot to the City Council Assistant who will tally the votes as follows:

- If a nominee receives 50 percent or more of first-choice votes, that nominee wins.
- If no nominee exceeds 50 percent of first-choice votes, the nominee(s) in last place is/are eliminated. All the votes for the eliminated nominee(s) are then reallocated to whichever nominee those voters ranked second.
- The elimination process is repeated until one nominee receives over 50 percent of the vote.

In the event that the first round of ranked choice voting results in a tie between two or more nominees, the Presiding Officer may call for further discussion from the City Council and repeat the process above, as needed, until a Mayor Pro Tem has been selected. Copies of all counted ballots will be affixed to the meeting minutes.

4.2. Obligations of Presiding Officer

The Presiding Officer shall:

(1) Preserve order and decorum in the Council chambers in accordance with Section 10.14~~5~~;
(2) Observe and enforce all rules adopted by the Council;
(3) Decide all questions on procedure and order, in accordance with these rules, subject to appeal by a Councilmember;
(4) Recognize Councilmembers in the order in which they request the floor, giving every Councilmember who wishes an opportunity to speak. The Presiding Officer, as a Councilmember, shall have only those rights, and shall be governed in all matters and issues by the same rules and restrictions as other Councilmembers.
(5) From time to time, appoint Councilmembers to serve on ad hoc committees.

5.0 General Information

5.1. Meetings Schedule

City Council meetings are held on the first, second, third, and fourth Mondays of a month ("Regular Meetings") in the City Council Chambers, 415 West 6th Street, Vancouver, Washington. Special Meetings may be scheduled on the fifth Monday of a month on an as-needed basis for in-depth policy discussions, and other dates upon proper notice. (RCW 42.30.080).

The Vancouver City Charter requires that Council meet "regularly" but not less often than twice each month. All Regular meetings will begin at 6:30 p.m., unless otherwise advertised, and will adjourn no later than 11 p.m. To continue past this time, a majority of the Council must concur.

In the event a City-recognized holiday occurs on Monday, the Council shall not meet. The City Manager's Office will develop the next year's annual Council meeting schedule by December 1 each year. The meeting calendar will be presented for Council approval at the first meeting in December.

The adopted annual schedule will be distributed to Council, the media, and all City departments, and will placed on the City's website before January 1 of each year. City Council may, at any time, add, cancel or change a meeting date and/or time by a majority vote of the Council and proper notification to the press. Special meetings not included in the adopted annual meeting schedule may be called in accordance with Section 9.0.

5.2. Quorum

At all meetings of the Council, a majority of the Council constitutes a quorum for the transaction of business, but a lesser number may adjourn from day to day or until the time of the next regular meeting and may compel the attendance of absent members in such manner and under such penalties as the City Council shall prescribe. *(Section 2.10 of Vancouver City Charter)*

5.3 Councilmember Absences from Meetings

Councilmembers shall inform the Mayor or City Manager, as well as Council Assistant, if they are unable to attend any Council meeting, or if they will be late to any meeting. A majority vote is required following the initial meeting roll call to excuse any Councilmember absence as outlined per Section 10.1.

5.4. Council Seating

The Presiding Officer and six elected Councilmembers sit on a dais facing the public with the Presiding Officer seated in the middle. The Councilmembers are seated based on seniority, with the most senior Councilmember seated on the Presiding Officer's left side and continuing in decreasing seniority away from the Presiding Officer. Maintaining order, exceptions may be made to balance seating on the dais. The order is continued at the far opposite side of the dais and progressing toward the Presiding Officer's right side, resulting in the least senior Councilmember seated on the Presiding Officer's right side.

5.5 Council Meeting Staffing

The City Manager shall attend all meetings of the Council. In the event of the City Manager's absence, the Deputy City Manager shall attend. At the discretion of the City Manager, the Deputy City Manager, department heads, and other staff members shall attend. The City Manager may make recommendations to the Council and shall have the right to take part in the discussions of the Council but shall have no vote.

5.6 Recording Proceedings

The City Clerk or delegate shall maintain action minutes of all Regular, Special Meetings and Workshops of the Council in accordance with statutory requirements and Section 2.11 of the Vancouver City Charter. Such minutes shall be open to public inspection and will also be posted on the City's website. City Council meeting minutes can be corrected if in error but shall not be revised without a majority affirmative vote of the Council at a regularly scheduled Council meeting.

5.7 Broadcasting

Regular meetings, including workshops, are cablecast live and replayed on CVTV-23 and CVTV-323, and streamed live at www.cvtv.org, to the extent consistent with this policy and whenever reasonable use of technology allows.

5.8 Media Representation at Council Meetings

All public meetings of the City Council and its advisory committees shall be open to the media, freely subject to recording by radio, television, electronic, and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meeting.

6.0 Order of Business

Regular– meetings shall follow a general order of business to ensure consistency and enhance public expectations as to the general format of the agenda.

Modifications to the order of business and meeting format as provided for in Sections 6.1 may occur in the event of scheduling necessities or by Council action.

6.1. Regular Meetings

The order of the agenda for Regular Council meetings will be as follows:

- Pledge of Allegiance
- Call to Order and Roll
- Approval of Minutes
- Proclamations and Special Presentations
- Community Member Communication
- Consent Agenda
- Public Hearings
- New Business
- Unfinished Business
- Communications
  - From the Council
  - From the Mayor
  - From the City Manager
- Adjournment

6.1.1. Regular Meetings with a Community Communication Forum

The agenda for Regular Meetings with a Community Communication Forum will follow the same order as Regular Meetings except:

- CVTV Coverage will end following Communications from the City Manager, following which there will be no Final Action[1] by the Council; and
- Communications from the Community (the Monthly Community Forum) will be the last agenda item preceding adjournment.

7.0 Workshops

At the discretion of Council, Council workshops are held Mondays from 4 to 6 p.m. Occasionally, the Mayor and City Manager may extend workshops beyond this timeframe as needed. Workshop times will be published on the final agenda, and Councilmembers will be given as much advance notice as possible if a workshop is scheduled to fall outside this normal timeframe.

During these meetings, items needing in-depth discussion are introduced and reviewed. No formal action is taken at workshops. Formal action is defined as a collective positive or negative decision following an actual vote by a majority of the Council upon a resolution, order or ordinance.

[1] Once the Presiding Officer has ordered that CVTV end the television broadcast of a regular City Council meeting, no additional Final Action shall be taken. "Final Action" as used in this policy means a collective positive or negative decision, or an actual vote by a majority of the members of a governing body when sitting as a body or entity, upon a motion, proposal, resolution, order, or ordinance. (See also, RCW 42.30.020.)

Council will, on a regular basis, be provided with an on-going preview of upcoming workshops.

8.0 Executive Sessions

An Executive Session is a council meeting or portion of a council meeting that is closed except to the Council, City Manager and authorized staff members and/or consultants authorized by the City Manager. The public is restricted from attendance. Executive Sessions may be held during Regular meetings, Workshops or Special council meetings and will be announced by the Mayor. Before convening an Executive Session, the Mayor shall announce the purpose of the meeting and the anticipated time when the session will be concluded. Should the session require more time, a public announcement shall be made that the meeting is being extended and the duration of the extension. Executive Sessions shall be held in accordance with the provisions of the Washington State Open Public Meetings Act. Council Regular Meetings, and Workshops are "regular meetings" as that term is defined by RCW 42.30.075 and used in RCW 42.30.110(1).

9.0 Special Meetings

The city clerk shall call special public meetings of the City Council upon the approval of the Mayor or a majority of the Councilmembers. Any request shall state the subjects to be considered at such special meeting and no other subject shall there be acted upon. (Section 2.10 of the Vancouver City Charter)

Notice of every special meeting shall be given in writing personally, by fax or email to every Councilmember, to the City Manager, to the City Attorney, and to all local news media representatives who have on file with the city clerk a request for such notices. The notice shall be posted on the City's website, prominently displayed at the main entrance to City Hall and the meeting site if the meeting is not being held at City Hall. The notice must be delivered or posted at least 24 hours before the meeting. The notice shall state the place and time of the meeting and the business to be conducted. The Council shall not make final disposition of any matter not included in the notice.

Councilmembers are active in their community and attend many meetings and events. The people of Washington have declared that all meetings of a public agency shall be open and public. When a quorum of the council is present at a meeting where action is taken, the meeting is subject to the Open Public Meetings Act. A "meeting" of the Council occurs "when a majority of its members gathers with the collective intent of transacting the governing body's business."[2] "Action" is broadly defined as the transaction of the official business of an agency including "deliberations, discussions, considerations, reviews, [and] evaluations" and receipt of testimony.[3] If Councilmembers plan to attend an event or meeting with the intent of transacting City business, they should notify the City Manager's Office so that it can be determined if a quorum of the Council will be present. If a quorum

[2] Citizens All. for Prop. Rights Legal Fund v. San Juan County, 184 Wn.2d 428, 444, 359 P.3d 753, 761~~,~~ (2015). ~~Wash. LEXIS 1146, *18~~

[3] RCW 42.30.020

will be present the City Manager's Office will provide a notice of a special meeting of the Council. In order to prepare and give notice of the meeting, Councilmembers need to notify the City Manager's Office at least one week before the meeting.

If a quorum of Council is present at an event or meeting without notice having been provided, Councilmembers shall "self-police" by either having members leave to avoid a quorum or by not sitting together and not discussing City business. In the absence of an agreement otherwise, the Councilmember(s) whose arrival triggered the quorum shall leave the event or meeting.

10.0 Council Meeting Protocol

10.1 Call to Order and Roll Call

The Presiding Officer shall call the meeting to order and request the Council Assistant call roll of Councilmember attendance. Lack of response by a Councilmember at the time of roll call will indicate the absence of that Councilmember. A majority vote is required to excuse any Councilmember absence. Councilmembers should provide advance notice of absences whenever possible, as provided for in Section 5.3.

10.2 Changes to Agenda Item Order

The Presiding Officer may, with the concurrence of the Councilmembers, take agenda items out of order or change the order of the agenda.

10.3 Approval of Minutes

Meeting minutes shall be approved by a majority vote of the Council. Councilmembers who were absent from the meeting may either vote on approval of those minutes or may choose to abstain from voting.

10.4 Formal Proclamations and Special Presentations

A proclamation is an official announcement or recognition as defined and signed by the Mayor. The issuance of a proclamation at a Council meeting shall be at the discretion of the Mayor.

Proclamations will be briefly summarized by the Mayor and presented to the recipient(s). The recipient(s) will be allowed to make brief comments.

Special presentations include, but are not limited to, retirements, commendations and recognition by the Mayor and City Council.

10.5 Community Member Communications on Agenda Items

Members of the public are invited to speak for a total of approximately three minutes each about any item on that evening's Council Agenda that is not already scheduled for public hearing or which otherwise allows for public testimony. Such public comment is taken at the beginning of the meeting under Community Member Communication and is subject to the provisions of Section 10.14. A total of ninety (90) minutes of public testimony (or less depending on the number of speakers) will be taken on the Agenda, unless the opportunity for public testimony is extended by majority vote of the Council.

Item numbers to be considered under Community Member Communications shall be indicated on the agenda. Testimony taken under Community Member Communications shall follow protocol set forth in Section 10.14.

10.6 Consent Agenda

Items appearing on the Consent Agenda are routine items voted on by a single motion. Typical items include payment of bills, awarding contracts, adoption of resolutions that do not require a public hearing, and first reading of ordinances. Any Councilmember may remove any item from the Consent Agenda for discussion and separate action. Councilmembers should indicate which items they wish to pull from the Consent Agenda prior to the Council's vote on the full Consent Agenda.

10.7 Ordinances for First Reading

First readings of ordinances shall follow the provisions provided for in the City of Vancouver Charter, Section 2.13~~.~~. Upon passage at first reading, City Council sets a date for second reading and public hearing. The Presiding Officer shall read the title of any ordinance passed on first reading into the record.

10.8 Public Hearings

Public hearing items are those specific items being considered by Council on which community members are invited to present their views. Certain item types may be required by law to be scheduled as a public hearing. The Presiding Officer will state the public hearing procedures before each public hearing. Except as otherwise required by law, or otherwise announced by the Presiding Officer, a total of ninety (90) minutes of public testimony (or less depending on the number of speakers) will be taken on the Public Hearings. Provided, that the opportunity for public testimony on Public Hearings may be extended by majority vote of the Council.

All public hearings are advertised in The Columbian at least three days in advance, or as required by law, and information is posted on the City's website. In an emergency, most public hearings can be called within 24 hours with proper media notification, unless longer notice is required by law.

Public testimony on public hearing items is subject to the provisions of Section 10.14.

10.9 Ordinances for Second Reading and Public Hearing

Community members are invited to present their views on proposed ordinances before a final vote by Council. All public hearings on proposed ordinances are advertised in accordance with Section 10.8.

The Presiding Officer shall read into the record the title of any ordinance appearing for second reading at the time of its consideration on the agenda. Second readings of ordinances shall follow the provisions provided for in the City of Vancouver Charter, Sections 2.14 and 2.15.

10.10 Council and City Manager Communications

City Councilmembers, Mayor and the City Manager make special announcements or provide updates on current issues or items of Council interest.

Councilmembers, the Mayor and the City Manager may also present new proposals and seek feedback on such at this time.

10.11 Community Member Forum

A Community Member Forum will generally be conducted at the last Regular Meeting of each month. Each forum will be conducted as either a "Regular Meeting with a Community Communication Forum" (Section 6.1.1 and Section 10.11.1) or as a "Quarterly Community Forum" (Section 10.11.2).

10.11.1 Regular Meeting with a Community Forum

Each Regular Meeting with a Community Forum will be audio recorded by the Council Assistant and conducted in a manner such that it is fully compliant with Washington's Open Public Meetings Act (RCW 42.30), but in general, will not be televised. At each monthly community forum, members of the public are invited to speak for a total of approximately three minutes each on any lawful topic related to City business. Such public comment is subject to the restrictions, limitations, and provisions of Section 10.14. Advance registration is required for remote testimony as specified in Section 10.14. A total of sixty (60) minutes of public testimony (or less depending on the number of speakers) will be taken at the monthly community forum, unless the opportunity for public testimony is extended by majority vote of the Council. Community member forum events shall also be subject to the provisions of Section 5.1 requiring adjournment by 11 p.m. unless extended by majority vote of the City Council.

10.11.2 Quarterly Community Forum

A Quarterly Community Member Forum will be held four times per year, approximately coinciding with the last Regular meeting in each quarter of the year and at additional meetings as noticed and announced. The format of these Community Member Forums, and at additional meetings as noticed and announced, may vary from quarter to quarter and will be conducted in accordance with Ground Rules announced in advance of the meeting notice and/or by the Presiding Officer at the beginning of the meeting.

10.12 New Business

Matters that do not appear on the agenda may be raised as new business.

10.13 Unfinished Business

Council discusses ongoing issues or items continued from earlier meetings.

10.14 Public Testimony and Conduct

Speakers who wish to testify before the City Council are required to complete a "Testimony Registration Form" which requests the speaker's name, address, agency or group represented, the item the speaker wishes to testify on, and their position on the subject. Distinct cards will be used to identify whether community members wish to offer testimony on items that appear on the agenda or, if applicable, as a part of a community forum. Advance registration is required. Community members who wish to submit written testimony, or testify through the City's remote meeting platform, must register online by 12:00 p.m. on the day of the meeting. Copies of written testimony shall be distributed to the City Council in advance of the meeting. Those who wish to testify in-person, must submit a written Testimony Registration Card to the City Council Assistant by the beginning of the meeting or at such later time as the Presiding Officer may permit.

At the appropriate time, speakers are requested by the Presiding Officer to step up to the place designated for testimony, give their name and place of residence for the record, and limit remarks to approximately three minutes. (Council prefers lengthy written testimony to be submitted at least a week prior, so Council has a chance to fairly consider the comments.) All remarks will be addressed to the Council as a whole. Each person who addresses the Council shall do so in an orderly manner, upon recognition by the Presiding Officer, and refrain from disorderly words or conduct.

The term "disorderly words or conduct" as used in this City Council Policy means that those addressing the City Council shall not, by words or action, engage in unlawful conduct or make any threatening, harassing, slanderous, ~~or~~ profane, or prohibited political[4] remarks to any member of the Council, staff or the general public. Any person who ~~makes such remarks or who becomes boisterous, threatening or personally abusive~~ violates this policy

[4] Pursuant to RCW 42.17A.555, the City is prohibited from allowing testimony in support or opposition to any ballot proposition except as expressly allowed by law. The City is also prohibited from allowing testimony in support of any person's campaign for an elective office.

while addressing the Council, ~~and which~~ or disrupts or otherwise impedes the orderly conduct of any Council meeting, may be requested to leave the meeting.

In addition, members of the audience are prohibited from disrupting, disturbing, delaying or impeding the orderly conduct of a meeting of the Vancouver City Council.

The Presiding Officer ~~and~~ or City Manager has~~ve~~ the authority to enforce the Rules of the City Council and preserve order at all meetings of the Council, to cause the removal of any person from any meeting for disorderly words or conduct as described herein, ~~and~~ or for otherwise~~which~~ disrupting, disturbing, delaying~~s~~ or ~~otherwise~~ impeding~~es~~ the orderly conduct of a Council meeting~~ and to enforce the Rules of the Council~~. The Presiding Officer and City Manager may command assistance of any peace officer of the City to enforce all lawful orders to restore order at any meeting.

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All Council discussion shall be governed by Robert's Rules of Order, Newly Revised. The City Attorney is the Parliamentarian. Every Councilmember shall be provided with a copy of Robert's Rules of Order, Newly Revised when first joining the Council.

10.16 Voting

10.16.1 Roll Call Votes

The Council Assistant will take a roll call vote, if requested by the Presiding Officer, a Councilmember, or as required by law. The roll call vote shall be by seniority with the least senior member voting first.

10.16.2 Tie Vote

The passage of a Motion, Resolution or Ordinance is lost by a tie vote, provided that the question may be brought forward again at the request of any member at the same meeting or at the next meeting when any members who were absent or disqualified at the time of the tie vote are present.

10.16.3 Votes on Questions

Each member present shall vote on all questions put to the City Council except on matters on which he or she has been disqualified for a conflict of interest or under the Appearance of Fairness Doctrine. Such a member shall disqualify himself or herself prior to any discussion of the matter. If abstaining, the Councilmember must state the reasons for abstaining, identifying one or more of the following: (1) an excused absence from the prior council meeting and/or (2) a conflict of interest and/or (3) an Appearance of Fairness issue. See Policy 100-39. A Councilmember, who abstains but fails to identify the absence, conflict of interest and/or Appearance of Fairness issue, will be considered to have voted for the majority's position in respect to questions before the council and have their vote so recorded. When disqualification of a member or members results, or would result, in the inability of the Council to act on a matter on which it is required by law to take action, any member who is absent or who is disqualified under the Appearance of Fairness Doctrine may subsequently participate, provided such member first shall have reviewed all materials and listened to all tapes of the proceedings in which the member did not participate.

10.17 Adjournment

There being no further business, the Presiding Officer adjourns the meeting.

11.0 Agenda Preparation

11.1 General Information

The City Manager's office will prepare an agenda for each Council meeting specifying the time and place of the meeting and set forth a brief general description of each item to be considered by the Council. The agenda is subject to approval by the Mayor and the City Manager.

11.2 Placing Item on the Agenda

An item may be placed on a Council meeting agenda by any of the following methods:

(1) By any two (2) or more Councilmembers,
(2) By the City Manager, or
(3) By the Mayor.

11.3 Adding an Item to a Published Agenda

An item may be added to a Regular meeting agenda, per Section 11.2, after the agenda is closed and the notice published if an amended agenda is published, provided to the Mayor and City Councilmembers and posted on the City's website prior to the subject meeting date.

An item may be added to a Regular meeting agenda on the subject Council meeting date as a walk-on item if the Councilmember or City Manager requesting the addition of the item explains the necessity and receives a majority vote of the Council to amend the agenda at the public meeting.

11.4 Agenda Finalization Schedule

Agenda materials will be available at City Hall and on the City's website for City staff, the media and public by Wednesday prior to the meeting. Agenda materials will be available for Councilmembers by Tuesday prior to the meeting.

POLICY AND PROCEDURE

CITY OF VANCOUVER WASHINGTON	INDEX Administrative/Council/City Manager			
Subject **City Council Meetings**	**Number** 100-32	**Rev.** L	**Effective Date** 8/1/2024	**Page 1 of 12**
	Supersedes 1/9/2023	**Prepared by:** [City Manager]	**Approved by:** [Mayor]	

1.0 Purpose

The purpose of this policy is to establish formal procedures for the conduct of City Council meetings.

2.0 Organizations Affected

City Council/City Manager

3.0 References

City Council Resolution M-3239, August 9, 1999
City Council Resolution M-3258, November 22, 1999
City Council Resolution M-3350, July 23, 2001
City Council Resolution M-3412, December 12, 2002
City Council Resolution M-3607, April 16, 2007
City Council Resolution M-3737, March 21, 2011
City Council Resolution M-3844, December 15, 2014
City Council Resolution M-3912, November 14, 2016
City Council Resolution M-3980, September 24, 2018
City Council Resolution M-4157, December 13, 2021
City Council Resolution M-4172, June 6, 2022
City Council Resolution M-4201, December 19, 2022
City Council Resolution M-4204, January 9, 2023
City Council Resolution M-____, July 15, 2024

4.0 Presiding Officer

The Presiding Officer at all meetings of the Council is the Mayor, and in the absence of the Mayor, the Mayor Pro Tempore will act in that capacity. If both the Mayor and Mayor Pro Tempore are absent, the most senior member in attendance shall act in that capacity. Seniority amongst members of the Council shall be established according to the date members first join the Council. In the event two or more members of the Council are elected from the same election, seniority among such members shall be established according to number of votes received (such that the highest available seniority is conferred to the Councilmember-elect who received the greatest number of votes).

4.1. Choosing Mayor Pro Tempore

The Mayor Pro Tempore shall be chosen according to *Section 2.04 of the Vancouver City Charter* and Ranked Choice Voting. All members of the City Council, including those nominated for Mayor Pro Tempore, shall vote unless they abstain for a qualifying reason. See Section 10.16.3. The City Council Assistant shall prepare and circulate a ballot containing the names of all nominees. Council members will then be given an opportunity to fill out and return their ballot to the City Council Assistant who will tally the votes as follows:

- If a nominee receives 50 percent or more of first-choice votes, that nominee wins.
- If no nominee exceeds 50 percent of first-choice votes, the nominee(s) in last place is/are eliminated. All the votes for the eliminated nominee(s) are then reallocated to whichever nominee those voters ranked second.
- The elimination process is repeated until one nominee receives over 50 percent of the vote.

In the event that the first round of ranked choice voting results in a tie between two or more nominees, the Presiding Officer may call for further discussion from the City Council and repeat the process above, as needed, until a Mayor Pro Tem has been selected. Copies of all counted ballots will be affixed to the meeting minutes.

4.2. Obligations of Presiding Officer

The Presiding Officer shall:

(1) Preserve order and decorum in the Council chambers in accordance with Section 10.14;
(2) Observe and enforce all rules adopted by the Council;
(3) Decide all questions on procedure and order, in accordance with these rules, subject to appeal by a Councilmember;
(4) Recognize Councilmembers in the order in which they request the floor, giving every Councilmember who wishes an opportunity to speak. The Presiding Officer, as a Councilmember, shall have only those rights, and shall be governed in all matters and issues by the same rules and restrictions as other Councilmembers.
(5) From time to time, appoint Councilmembers to serve on ad hoc committees.

5.0 General Information

5.1. Meetings Schedule

City Council meetings are held on the first, second, third, and fourth Mondays of a month ("Regular Meetings") in the City Council Chambers, 415 West 6th Street, Vancouver, Washington. Special Meetings may be scheduled on the fifth Monday of a month on an as-needed basis for in-depth policy discussions, and other dates upon proper notice. (RCW 42.30.080).

The Vancouver City Charter requires that Council meet "regularly" but not less often than twice each month. All Regular meetings will begin at 6:30 p.m., unless otherwise advertised, and will adjourn no later than 11 p.m. To continue past this time, a majority of the Council must concur.

In the event a City-recognized holiday occurs on Monday, the Council shall not meet. The City Manager's Office will develop the next year's annual Council meeting schedule by December 1 each year. The meeting calendar will be presented for Council approval at the first meeting in December.

The adopted annual schedule will be distributed to Council, the media, and all City departments, and will placed on the City's website before January 1 of each year. City Council may, at any time, add, cancel or change a meeting date and/or time by a majority vote of the Council and proper notification to the press. Special meetings not included in the adopted annual meeting schedule may be called in accordance with Section 9.0.

5.2. Quorum

At all meetings of the Council, a majority of the Council constitutes a quorum for the transaction of business, but a lesser number may adjourn from day to day or until the time of the next regular meeting and may compel the attendance of absent members in such manner and under such penalties as the City Council shall prescribe. *(Section 2.10 of Vancouver City Charter)*

5.3 Councilmember Absences from Meetings

Councilmembers shall inform the Mayor or City Manager, as well as Council Assistant, if they are unable to attend any Council meeting, or if they will be late to any meeting. A majority vote is required following the initial meeting roll call to excuse any Councilmember absence as outlined per Section 10.1.

5.4. Council Seating

The Presiding Officer and six elected Councilmembers sit on a dais facing the public with the Presiding Officer seated in the middle. The Councilmembers are seated based on seniority, with the most senior Councilmember seated on the Presiding Officer's left side and continuing in decreasing seniority away from the Presiding Officer. Maintaining order, exceptions may be made to balance seating on the dais. The order is continued at the far opposite side of the dais and progressing toward the Presiding Officer's right side, resulting in the least senior Councilmember seated on the Presiding Officer's right side.

5.5 Council Meeting Staffing

The City Manager shall attend all meetings of the Council. In the event of the City Manager's absence, the Deputy City Manager shall attend. At the discretion of the City Manager, the Deputy City Manager, department heads, and other staff members shall attend. The City Manager may make recommendations to the Council and shall have the right to take part in the discussions of the Council but shall have no vote.

5.6 Recording Proceedings

The City Clerk or delegate shall maintain action minutes of all Regular, Special Meetings and Workshops of the Council in accordance with statutory requirements and Section 2.11 of the Vancouver City Charter. Such minutes shall be open to public inspection and will also be posted on the City's website. City Council meeting minutes can be corrected if in error but shall not be revised without a majority affirmative vote of the Council at a regularly scheduled Council meeting.

5.7 Broadcasting

Regular meetings, including workshops, are cablecast live and replayed on CVTV-23 and CVTV-323, and streamed live at www.cvtv.org, to the extent consistent with this policy and whenever reasonable use of technology allows.

5.8 Media Representation at Council Meetings

All public meetings of the City Council and its advisory committees shall be open to the media, freely subject to recording by radio, television, electronic, and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meeting.

6.0 Order of Business

Regular meetings shall follow a general order of business to ensure consistency and enhance public expectations as to the general format of the agenda.

Modifications to the order of business and meeting format as provided for in Sections 6.1 may occur in the event of scheduling necessities or by Council action.

6.1. Regular Meetings

The order of the agenda for Regular Council meetings will be as follows:

- Pledge of Allegiance
- Call to Order and Roll
- Approval of Minutes
- Proclamations and Special Presentations
- Community Member Communication
- Consent Agenda
- Public Hearings
- New Business
- Unfinished Business
- Communications
  - From the Council
  - From the Mayor
  - From the City Manager
- Adjournment

6.1.1. Regular Meetings with a Community Communication Forum

The agenda for Regular Meetings with a Community Communication Forum will follow the same order as Regular Meetings except:

- CVTV Coverage will end following Communications from the City Manager, following which there will be no Final Action[1] by the Council; and
- Communications from the Community (the Monthly Community Forum) will be the last agenda item preceding adjournment.

7.0 Workshops

At the discretion of Council, Council workshops are held Mondays from 4 to 6 p.m. Occasionally, the Mayor and City Manager may extend workshops beyond this timeframe as needed. Workshop times will be published on the final agenda, and Councilmembers will be given as much advance notice as possible if a workshop is scheduled to fall outside this normal timeframe.

During these meetings, items needing in-depth discussion are introduced and reviewed. No formal action is taken at workshops. Formal action is defined as a collective positive or negative decision following an actual vote by a majority of the Council upon a resolution, order or ordinance.

[1] Once the Presiding Officer has ordered that CVTV end the television broadcast of a regular City Council meeting, no additional Final Action shall be taken. "Final Action" as used in this policy means a collective positive or negative decision, or an actual vote by a majority of the members of a governing body when sitting as a body or entity, upon a motion, proposal, resolution, order, or ordinance. (See also, RCW 42.30.020.)

Council will, on a regular basis, be provided with an on-going preview of upcoming workshops.

8.0 Executive Sessions

An Executive Session is a council meeting or portion of a council meeting that is closed except to the Council, City Manager and authorized staff members and/or consultants authorized by the City Manager. The public is restricted from attendance. Executive Sessions may be held during Regular meetings, Workshops or Special council meetings and will be announced by the Mayor. Before convening an Executive Session, the Mayor shall announce the purpose of the meeting and the anticipated time when the session will be concluded. Should the session require more time, a public announcement shall be made that the meeting is being extended and the duration of the extension. Executive Sessions shall be held in accordance with the provisions of the Washington State Open Public Meetings Act. Council Regular Meetings, and Workshops are "regular meetings" as that term is defined by RCW 42.30.075 and used in RCW 42.30.110(1).

9.0 Special Meetings

The city clerk shall call special public meetings of the City Council upon the approval of the Mayor or a majority of the Councilmembers. Any request shall state the subjects to be considered at such special meeting and no other subject shall there be acted upon. (Section 2.10 of the Vancouver City Charter)

Notice of every special meeting shall be given in writing personally, by fax or email to every Councilmember, to the City Manager, to the City Attorney, and to all local news media representatives who have on file with the city clerk a request for such notices. The notice shall be posted on the City's website, prominently displayed at the main entrance to City Hall and the meeting site if the meeting is not being held at City Hall. The notice must be delivered or posted at least 24 hours before the meeting. The notice shall state the place and time of the meeting and the business to be conducted. The Council shall not make final disposition of any matter not included in the notice.

Councilmembers are active in their community and attend many meetings and events. The people of Washington have declared that all meetings of a public agency shall be open and public. When a quorum of the council is present at a meeting where action is taken, the meeting is subject to the Open Public Meetings Act. A "meeting" of the Council occurs "when a majority of its members gathers with the collective intent of transacting the governing body's business."[2] "Action" is broadly defined as the transaction of the official business of an agency including "deliberations, discussions, considerations, reviews, [and] evaluations" and receipt of testimony.[3] If Councilmembers plan to attend an event or meeting with the intent of transacting City business, they should notify the City Manager's Office so that it can be determined if a quorum of the Council will be present. If a quorum will be present the City Manager's Office will provide a notice of a special meeting of the

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[2] Citizens All. for Prop. Rights Legal Fund v. San Juan County, 184 Wn.2d 428, 444, 359 P.3d 753, 761 (2015).
[3] RCW 42.30.020

Council. In order to prepare and give notice of the meeting, Councilmembers need to notify the City Manager's Office at least one week before the meeting.

If a quorum of Council is present at an event or meeting without notice having been provided, Councilmembers shall "self-police" by either having members leave to avoid a quorum or by not sitting together and not discussing City business. In the absence of an agreement otherwise, the Councilmember(s) whose arrival triggered the quorum shall leave the event or meeting.

10.0 Council Meeting Protocol

10.1 Call to Order and Roll Call

The Presiding Officer shall call the meeting to order and request the Council Assistant call roll of Councilmember attendance. Lack of response by a Councilmember at the time of roll call will indicate the absence of that Councilmember. A majority vote is required to excuse any Councilmember absence. Councilmembers should provide advance notice of absences whenever possible, as provided for in Section 5.3.

10.2 Changes to Agenda Item Order

The Presiding Officer may, with the concurrence of the Councilmembers, take agenda items out of order or change the order of the agenda.

10.3 Approval of Minutes

Meeting minutes shall be approved by a majority vote of the Council. Councilmembers who were absent from the meeting may either vote on approval of those minutes or may choose to abstain from voting.

10.4 Formal Proclamations and Special Presentations

A proclamation is an official announcement or recognition as defined and signed by the Mayor. The issuance of a proclamation at a Council meeting shall be at the discretion of the Mayor.

Proclamations will be briefly summarized by the Mayor and presented to the recipient(s). The recipient(s) will be allowed to make brief comments.

Special presentations include, but are not limited to, retirements, commendations and recognition by the Mayor and City Council.

10.5 Community Member Communications on Agenda Items

Members of the public are invited to speak for a total of approximately three minutes each about any item on that evening's Council Agenda that is not already scheduled for public hearing or which otherwise allows for public testimony. Such public comment is taken at the beginning of the meeting under Community Member Communication and is subject to the provisions of Section 10.14. A total of ninety (90) minutes of public testimony (or less depending on the number of speakers) will be taken on the Agenda, unless the opportunity for public testimony is extended by majority vote of the Council.

Item numbers to be considered under Community Member Communications shall be indicated on the agenda. Testimony taken under Community Member Communications shall follow protocol set forth in Section 10.14.

10.6 Consent Agenda

Items appearing on the Consent Agenda are routine items voted on by a single motion. Typical items include payment of bills, awarding contracts, adoption of resolutions that do not require a public hearing, and first reading of ordinances. Any Councilmember may remove any item from the Consent Agenda for discussion and separate action. Councilmembers should indicate which items they wish to pull from the Consent Agenda prior to the Council's vote on the full Consent Agenda.

10.7 Ordinances for First Reading

First readings of ordinances shall follow the provisions provided for in the City of Vancouver Charter, Section 2.13. Upon passage at first reading, City Council sets a date for second reading and public hearing. The Presiding Officer shall read the title of any ordinance passed on first reading into the record.

10.8 Public Hearings

Public hearing items are those specific items being considered by Council on which community members are invited to present their views. Certain item types may be required by law to be scheduled as a public hearing. The Presiding Officer will state the public hearing procedures before each public hearing. Except as otherwise required by law, or otherwise announced by the Presiding Officer, a total of ninety (90) minutes of public testimony (or less depending on the number of speakers) will be taken on the Public Hearings. Provided, that the opportunity for public testimony on Public Hearings may be extended by majority vote of the Council.

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The Presiding Officer shall read into the record the title of any ordinance appearing for second reading at the time of its consideration on the agenda. Second readings of ordinances shall follow the provisions provided for in the City of Vancouver Charter, Sections 2.14 and 2.15.

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City Councilmembers, Mayor and the City Manager make special announcements or provide updates on current issues or items of Council interest.

Councilmembers, the Mayor and the City Manager may also present new proposals and seek feedback on such at this time.

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The term "disorderly words or conduct" as used in this City Council Policy means that those addressing the City Council shall not, by words or action, engage in unlawful conduct or make any threatening, harassing, slanderous, profane, or prohibited political[4] remarks to any member of the Council, staff or the general public. Any person who violates this policy while addressing the Council, or disrupts or otherwise impedes the orderly conduct of any Council meeting, may be requested to leave the meeting.

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An item may be placed on a Council meeting agenda by any of the following methods:

(1) By any two (2) or more Councilmembers,
(2) By the City Manager, or
(3) By the Mayor.

11.3 Adding an Item to a Published Agenda

An item may be added to a Regular meeting agenda, per Section 11.2, after the agenda is closed and the notice published if an amended agenda is published, provided to the Mayor and City Councilmembers and posted on the City's website prior to the subject meeting date.

An item may be added to a Regular meeting agenda on the subject Council meeting date as a walk-on item if the Councilmember or City Manager requesting the addition of the item explains the necessity and receives a majority vote of the Council to amend the agenda at the public meeting.

11.4 Agenda Finalization Schedule

Agenda materials will be available at City Hall and on the City's website for City staff, the media and public by Wednesday prior to the meeting. Agenda materials will be available for Councilmembers by Tuesday prior to the meeting.

Item #13.

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/15/2024

SUBJECT Parks and Recreation Advisory Commission Appointments

Present Situation

The role of a Parks and Recreation Advisory Commission member is to act in an advisory manner to Vancouver Parks and Recreation staff, the Vancouver City Council and to advocate to decision makers and the public for parks and recreation issues.

Mayor McEnerny-Ogle recently interviewed candidates for this commission and recommends the reappointment of Jaynee Haygood and Jeremy Robbins to full-term positions that would begin July 31, 2024, and expire July 31, 2027.

If there are no objections, this appointment will be presented for Council action at the at the **Monday, July 15**, Council meeting.

Action Requested

Reappoint Jaynee Haygood and Jeremy Robbins to full-term positions on the Parks and Recreation Advisory Commission that begin July 31, 2024, and expire July 31, 2027.

Mayor Anne McEnerny-Ogle

ATTACHMENTS:

CITY OF Vancouver WASHINGTON

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/15/2024

SUBJECT Urban Forestry Commission Appointment

Present Situation

Established for the purpose of managing, conserving and enhancing the existing trees located in the parks and public areas owned by the City of Vancouver and in public rights-of-way, and thereby enhancing the appearance of the city and protecting an important environmental and economic resource for the benefit of the city's residents and visitors, and for the purpose of assisting property owners and public agencies to improve and maintain trees in a manner consistent with adopted city policies.

Council Committee 2 recently interviewed candidates for this commission and recommends the full-term appointment of Lucius Shields and Jesse Durfee to positions that would begin immediately and expire June 30, 2028.

If there are no objections, this appointment will be presented for Council action at the at the **Monday, July 15**, Council meeting.

Action Requested

Appoint Lucius Shields and Jesse Durfee to full term positions on the Urban Forestry Commission, that would begin immediately and expire June 30, 2028.

Council Committee 2

ATTACHMENTS:

CITY OF Vancouver WASHINGTON

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/15/2024

SUBJECT Parking Advisory Committee Appointments

Present Situation

The Parking Advisory Committee advises City Council on policy issues related to all city-owned on-street and off-street parking facilities and makes recommendations on facilities and parking regulations.

Council Committee 1 recently interviewed candidates for this committee and recommends the reappointment of Jocelyn Cross and Ryan Morin to full-term positions that would begin immediately and expire June 30, 2028.

If there are no objections, this appointment will be presented for Council action at the at the **Monday, July 15**, Council meeting.

Action Requested

Reappoint Jocelyn Cross and Ryan Morin to full-term positions on the Parking Advisory Committee that would begin immediately and expire June 30, 2028.

Council Committee 1

ATTACHMENTS:

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:

$ 23,416,909.19 this 15th day of July 2024.

MAYOR

COUNCILMEMBER

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
June 24, 2024 - July 07, 2024	Accounts Payable Checks (see attached)	**$ 18,572,893.37**
June 24, 2024 - July 07, 2024	Hansen City Payments (see attached)	**$ 491,714.44**
June 24, 2024 - July 07, 2024	Visa Refunds (see attached)	**$ 7,782.16**
June 24, 2024 - July 07, 2024	Payroll Checks (see attached)	**$ 4,344,519.22**
TOTAL		**$ 23,416,909.19**

INVOICE PAYMENTS REPORT

Category	Payment Type	Reference	Date	Amount	Payee	Memo
Supplier Payment	Check	19461	6/25/2024	6,257.02	Aflac	
Supplier Payment	Check	19462	6/25/2024	6,040.39	AFSCME Local #307	
Supplier Payment	Check	19463	6/25/2024	1,033.50	Chapter 13 - Trustee	
Supplier Payment	Check	19464	6/25/2024	774.90	IAM Local #1374	
Supplier Payment	Check	19465	6/25/2024	8,930.18	Life Insurance Company of North America	
Supplier Payment	Check	19466	6/25/2024	1,000.00	MFS Service Center Inc	
Supplier Payment	Check	19467	6/25/2024	4,208.63	OPEIU Local #11	
Supplier Payment	Check	19468	6/25/2024	814.00	Teamsters Local #58	
Supplier Payment	Check	19469	6/25/2024	262.50	UA Local #290	
Supplier Payment	Check	19470	6/25/2024	3,425.10	Western Conference of Teamsters	
Supplier Payment	Check	19471	6/25/2024	1,395.18	Western Metal Industry Pension Plan	
Supplier Payment	Check	19472	6/25/2024	334.00	California State Disbursement Unit	
Supplier Payment	Check	19473	6/25/2024	491.00	Hawaii SDU	
Supplier Payment	Check	19474	6/26/2024	8,842.50	Action Onsite Inc	
Supplier Payment	Check	19475	6/26/2024	25.20	Airgas, Inc	
Supplier Payment	Check	19476	6/26/2024	200.00	American Medical Response Northwest Inc - Remit-To: AMR - Vancouver	
Supplier Payment	Check	19477	6/26/2024	136.00	American Sani-Can	
Supplier Payment	Check	19478	6/26/2024	4,250.00	Andrew Prochniak	
Supplier Payment	Check	19479	6/26/2024	10,830.00	Arborscape Ltd Inc	
Supplier Payment	Check	19480	6/26/2024	20,179.50	Berry Dunn McNeil & Parker LLC	
Supplier Payment	Check	19481	6/26/2024	400.00	Bradford Davis	
Supplier Payment	Check	19482	6/26/2024	275.00	Bretley Christie	
Supplier Payment	Check	19483	6/26/2024	10,778.05	Brown & Wilson Partnership LLC	
Supplier Payment	Check	19484	6/26/2024	13,800.00	Cascade Inn	
Supplier Payment	Check	19485	6/26/2024	1,274.77	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	19486	6/26/2024	800.00	Chanmi Development LLC	
Supplier Payment	Check	19487	6/26/2024	17,613.00	City of Portland - Remit-To: City of Portland - General AR	
Supplier Payment	Check	19488	6/26/2024	6,522.00	Clark County Gun Club	
Supplier Payment	Check	19489	6/26/2024	525.10	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	19490	6/26/2024	458,436.96	Clark Public Utility District No. 1	
Supplier Payment	Check	19491	6/26/2024	114,952.79	Clary Longview LLC	
Supplier Payment	Check	19492	6/26/2024	64.95	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	19493	6/26/2024	32.54	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	19494	6/26/2024	188.33	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	19495	6/26/2024	95.90	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	19496	6/26/2024	121.84	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	19497	6/26/2024	95.90	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	

INVOICE PAYMENTS REPORT

Category	Payment Type	Reference	Date	Amount	Payee	Memo
Supplier Payment	Check	19498	6/26/2024	104.96	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	19499	6/26/2024	6,800.00	Concord Adult Care Home, LLC	
Supplier Payment	Check	19500	6/26/2024	624.98	DKS Associates Inc	
Supplier Payment	Check	19501	6/26/2024	7,526.00	Erickson Structural Consulting Engineers	
Supplier Payment	Check	19502	6/26/2024	9,692.94	Esther Short Commons LLP	
Supplier Payment	Check	19503	6/26/2024	28,053.25	FFA Architecture and Interiors, Inc	
Supplier Payment	Check	19504	6/26/2024	39,520.28	Fourth Plain Forward	
Supplier Payment	Check	19505	6/26/2024	1,416.85	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	19506	6/26/2024	22,224.61	Janus Youth Programs Inc	
Supplier Payment	Check	19507	6/26/2024	1,620.00	Kramer Gehlen & Associates	
Supplier Payment	Check	19508	6/26/2024	316.86	L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons	
Supplier Payment	Check	19509	6/26/2024	19,234.82	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	19510	6/26/2024	9,171.38	Maul Foster & Alongi Inc	
Supplier Payment	Check	19511	6/26/2024	70,019.76	Motorola Solutions Inc	
Supplier Payment	Check	19512	6/26/2024	4,427.52	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	19513	6/26/2024	600.00	Nagra & Atwal Corporation	
Supplier Payment	Check	19514	6/26/2024	5,204.38	National Park Service - Remit-To: National Park Service - Pearson Lease	
Supplier Payment	Check	19515	6/26/2024	8,079.32	Nelson Nygaard Consulting Associates Inc - Remit-To: Nelson Nygaard Consulting Associates Inc	
Supplier Payment	Check	19516	6/26/2024	100.00	Pacific Islander Community Association of WA	
Supplier Payment	Check	19517	6/26/2024	1,432.00	Portland Adventist Medical Center	
Supplier Payment	Check	19518	6/26/2024	495.00	Professional Translators and Multicultural Experts Inc	
Supplier Payment	Check	19519	6/26/2024	6,810.91	Qwest Corporation - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	19520	6/26/2024	1,909.22	Raimi & Associates, Inc.	
Supplier Payment	Check	19521	6/26/2024	22,867.00	Rapid Response Bio Clean Inc.	
Supplier Payment	Check	19522	6/26/2024	11,000.00	Right-Way CDL Academy, LLC	
Supplier Payment	Check	19523	6/26/2024	681.71	River City Environmental	
Supplier Payment	Check	19524	6/26/2024	181,130.36	SeaWestern Inc	
Supplier Payment	Check	19525	6/26/2024	2,391.40	Soha Sign	
Supplier Payment	Check	19526	6/26/2024	11,592.26	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	19527	6/26/2024	89,922.74	State of Washington Department of Transportation	
Supplier Payment	Check	19528	6/26/2024	1,909.50	The Loudenback Corporation	
Supplier Payment	Check	19529	6/26/2024	6,250.00	Trauma Intervention Programs	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Category	Payment Type	Reference	Date	Amount	Payee	Memo
Supplier Payment	Check	19530	6/26/2024	1,161.14	Trilogy MedWaste West, LLC	
Supplier Payment	Check	19531	6/26/2024	200.00	Vancouver Aire LLC	
Supplier Payment	Check	19532	6/26/2024	100.00	Vancouver Metro LULAC Council 47026	
Supplier Payment	Check	19533	6/26/2024	108.69	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	19534	6/26/2024	244.59	W.B. Sprague Co. Inc.	
Supplier Payment	Check	19535	6/26/2024	8,458.00	Wallis Engineering PLLC	
Supplier Payment	Check	19536	6/26/2024	1,541.58	Walter E Nelson Company	
Supplier Payment	Check	19537	6/26/2024	1,196.00	Washington Amateur Softball Association	
Supplier Payment	Check	19538	6/26/2024	300.00	Washington State Criminal Justice Training Commission	
Supplier Payment	Check	19539	6/26/2024	298.41	Washington State Healthcare Authority	
Supplier Payment	Check	19540	6/26/2024	3,599.90	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	19541	6/26/2024	2,147.50	Water Systems Consulting Inc	
Supplier Payment	Check	19542	6/26/2024	200.00	Willis Towers Watson Insurance Services West inc	
Supplier Payment	Check	19543	6/26/2024	770.82	WVP OF Washington PC	
Ad Hoc Payment	Check	19544	6/26/2024	19.60	Breimon,Debra	Utility Refunds: 0111021004-03
Ad Hoc Payment	Check	19545	6/26/2024	139.00	Couch,Benjamin	Utility Refunds: 0019007200-04
Ad Hoc Payment	Check	19546	6/26/2024	43.78	David Peppers or Mardies Lobe	Utility Refunds: 0092004560-01
Ad Hoc Payment	Check	19547	6/26/2024	240.00	Dunn,Rebecca or David	Utility Refunds: 0024058200-10 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19548	6/26/2024	114.94	Flagstar Bank N A	Utility Refunds: 0022041301-02
Ad Hoc Payment	Check	19549	6/26/2024	43.34	Floyd or Darlene Printz or Karen Mcknight	Utility Refunds: 0032064400-01
Ad Hoc Payment	Check	19550	6/26/2024	131.54	Hardy,Virginia	Utility Refunds: 0015006417-01
Ad Hoc Payment	Check	19551	6/26/2024	89.15	JKB PNW Properties LLC	Utility Refunds: 0029020000-02
Ad Hoc Payment	Check	19552	6/26/2024	125.82	Karrington M Burks or Andrew W Lange	Utility Refunds: 0106000620-01
Ad Hoc Payment	Check	19553	6/26/2024	56.07	Kean,Amanda or James	Utility Refunds: 0010002400-04
Ad Hoc Payment	Check	19554	6/26/2024	352.00	Laptiv,Lyubov or Alexander	Utility Refunds: 0109004314-01
Ad Hoc Payment	Check	19555	6/26/2024	311.39	Louie,Shelton or Christine	Utility Refunds: 0012036359-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19556	6/26/2024	28.78	Lunar Properties LLC	Utility Refunds: 0000003005-04
Ad Hoc Payment	Check	19557	6/26/2024	49.56	Matherly,Steven R	Utility Refunds: 0066028600-00
Ad Hoc Payment	Check	19558	6/26/2024	135.36	Maxwell,Catherine	Utility Refunds: 0019075100-07
Ad Hoc Payment	Check	19559	6/26/2024	163.87	Murphy,Brenda	Utility Refunds: 0012031309-03
Ad Hoc Payment	Check	19560	6/26/2024	151.22	Peppers,David	Utility Refunds: 0092004560-01
Ad Hoc Payment	Check	19561	6/26/2024	173.56	Phillips,Ian	Utility Refunds: 0030003700-09
Ad Hoc Payment	Check	19562	6/26/2024	80.93	Printz,Floyd or Darlene	Utility Refunds: 0032064400-01

INVOICE PAYMENTS REPORT

Category	Payment Type	Reference	Date	Amount	Payee	Memo
Ad Hoc Payment	Check	19563	6/26/2024	165.97	Reeves,Jodi	Utility Refunds: 0009051000-17
Ad Hoc Payment	Check	19564	6/26/2024	93.88	Russey,Michael	Utility Refunds: 0000003005-04
Ad Hoc Payment	Check	19565	6/26/2024	118.00	Sloan,William or Molly	Utility Refunds: 0017090200-14 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19566	6/26/2024	32.55	Snow,William or Nicole	Utility Refunds: 0030027800-02
Ad Hoc Payment	Check	19567	6/26/2024	111.44	Stanisel,Allison or Benjamin	Utility Refunds: 0000005822-02
Ad Hoc Payment	Check	19568	6/26/2024	166.26	Stephen e Black-Phillips or Terry J Phillips	Utility Refunds: 0087010338-05
Ad Hoc Payment	Check	19569	6/26/2024	93.64	Summers,Tyler or Valerie	Utility Refunds: 0000008645-03
Ad Hoc Payment	Check	19570	6/26/2024	79.00	Susan Barker or Katharine or Robert Koenninger,or Melinda Meyer	Utility Refunds: 0016025100-01
Ad Hoc Payment	Check	19571	6/26/2024	136.31	Towne,John or Janet	Utility Refunds: 0012064400-02
Ad Hoc Payment	Check	19572	6/26/2024	230.96	Trend,Patrick D	Utility Refunds: 0011057200-01
Ad Hoc Payment	Check	19573	6/26/2024	137.00	Walter,Judith	Utility Refunds: 0015005015-01 Consolidated refund created from multiple refunds
Miscellaneous Payment	Check	19574	6/26/2024	1,000.00	Central Catholic High School	Damage deposit refund and overpayment
Miscellaneous Payment	Check	19575	6/26/2024	970.00	Danja Vancleve-Watts	CLAIM PAYMENT: DOI: 06/13/2024 - RISK
Miscellaneous Payment	Check	19576	6/26/2024	75.00	Esther Short Commons Apartments	Refund duplicate payment to INV#77011748
Miscellaneous Payment	Check	19577	6/26/2024	500.00	Hockinson Grad Party Committee	Damage deposit refund
Miscellaneous Payment	Check	19578	6/26/2024	6,835.50	L & S Contractors	Invoice #24303 - 7103 NE 63rd Ave - Clark
Miscellaneous Payment	Check	19579	6/26/2024	99.33	Lisa Petrovski	Activity Refunds
Miscellaneous Payment	Check	19580	6/26/2024	658.00	Melvia Hasman	Refund for 2 weeks of day camps due to schedule conflicts
Miscellaneous Payment	Check	19581	6/26/2024	500.00	Milwaukie High School PTSA	Damage deposit refund
Miscellaneous Payment	Check	19582	6/26/2024	11.00	Shallbe Shafer	Prorated Activity Refund
Miscellaneous Payment	Check	19583	6/26/2024	500.00	SHS Senior Parents	Damage deposit refund
Miscellaneous Payment	Check	19584	6/26/2024	196.74	Strive Electric LLC	MPE-343067 (jobsite: 8606 E MILL PLAIN BLVD A)
Miscellaneous Payment	Check	19585	6/26/2024	50.00	United Health Care	Damage deposit refund
Miscellaneous Payment	Check	19586	6/26/2024	83.00	Vincent Anderson	Activity Refund
Ad Hoc Payment	Check	19587	7/3/2024	22.68	Arden,Mary H	Utility Refunds: 0032044600-02
Ad Hoc Payment	Check	19588	7/3/2024	52.49	Bishop,Sonja	Utility Refunds: 0077056180-01
Ad Hoc Payment	Check	19589	7/3/2024	26.63	Davis,Luann T or Robert M	Utility Refunds: 0129001090-05
Ad Hoc Payment	Check	19590	7/3/2024	230.01	Dittman,Marion B	Utility Refunds: 0126006770-02
Ad Hoc Payment	Check	19591	7/3/2024	95.48	Gary Dean Williamson, Sucessor Trustee under Mary,Ellen Williamson Revocable Trust	Utility Refunds: 0045026406-04
Ad Hoc Payment	Check	19592	7/3/2024	61.68	Giles,Elsie M	Utility Refunds: 0085023631-01
Ad Hoc Payment	Check	19593	7/3/2024	68.79	Peterman,Ellen	Utility Refunds: 0072075026-02
Ad Hoc Payment	Check	19594	7/3/2024	181.37	RL Davis Properties LLC	Utility Refunds: 0129001090-05
Ad Hoc Payment	Check	19595	7/3/2024	180.48	Schmidt,Maxwell	Utility Refunds: 0150009104-03

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Category	Payment Type	Reference	Date	Amount	Payee	Memo
Ad Hoc Payment	Check	19596	7/3/2024	92.26	Spencer,Nancy A	Utility Refunds: 0123002736-04
Ad Hoc Payment	Check	19597	7/3/2024	67.48	Stone,Carol	Utility Refunds: 0101000188-04
Ad Hoc Payment	Check	19598	7/3/2024	186.00	The Estate of Gene C Ringo	Utility Refunds: 0054006044-05 Consolidated refund created from multiple refunds
Customer Refund	Check	19599	7/3/2024	4,877.64	WPC VANCOUVER LLC	Refund of payment for invoice #00041810
Miscellaneous Payment	Check	19600	7/3/2024	394.00	BRAVO! Concerts Northwest	Refund of duplicate payment to INV# 77065351
Miscellaneous Payment	Check	19601	7/3/2024	1,873.50	Carley Adams	Funeral Benefit/Medicare B Reimbursement
Miscellaneous Payment	Check	19602	7/3/2024	40.00	Douglas R Lyon	Refund request for overpayment Douglas R Lyon, Citation #7205005161
Miscellaneous Payment	Check	19603	7/3/2024	75.00	Finance of America Mortgage	refund overpayment for inv #77017964
Miscellaneous Payment	Check	19604	7/3/2024	259.00	Laurel Smith	Laurel is DECU/ICAC's primary Prosecuting Attorney. She was invited to attend this conference. This request is for her meal fund reimbursement while in travel status to attend the National Law Enforcement Training on Child Exploitation- Atlanta, GA; June 11-13, 2024
Miscellaneous Payment	Check	19605	7/3/2024	1,831.70	Paula Winters	Funeral Benefit/Medicare B Reimbursement
Miscellaneous Payment	Check	19606	7/3/2024	10.86	Professional Credit Service	Refund request for invoice 39460 negative trust. Citation 7202503068 SOBCZUK, LEVI
Miscellaneous Payment	Check	19607	7/3/2024	76.00	Rick & Company	refund for overpayment on inv #77025392
Supplier Payment	Check	19608	7/3/2024	8,100.00	Action Onsite Inc	
Supplier Payment	Check	19609	7/3/2024	9,480.28	Action Technology Systems	
Supplier Payment	Check	19610	7/3/2024	39.53	Airgas, Inc	
Supplier Payment	Check	19611	7/3/2024	4,253.44	Albina Holdings Inc	
Supplier Payment	Check	19612	7/3/2024	798.00	Allegheny Answering Services	
Supplier Payment	Check	19613	7/3/2024	77.00	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	19614	7/3/2024	57.75	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	19615	7/3/2024	19.25	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	19616	7/3/2024	19.25	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	19617	7/3/2024	38.50	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	19618	7/3/2024	38.50	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	19619	7/3/2024	178,753.34	Alpine Products Inc	
Supplier Payment	Check	19620	7/3/2024	1,209.00	AmeriGlo Holdings, LLC	
Supplier Payment	Check	19621	7/3/2024	7,777.86	Applied Business Software Inc	
Supplier Payment	Check	19622	7/3/2024	10,241.33	Arborscape Ltd Inc	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Category	Payment Type	Reference	Date	Amount	Payee	Memo
Supplier Payment	Check	19623	7/3/2024	10,347.03	AT & T Mobility National Accounts LLC	
Supplier Payment	Check	19624	7/3/2024	1,480.07	BNSF Railway Company	
Supplier Payment	Check	19625	7/3/2024	2,250.00	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	19626	7/3/2024	187,697.73	Buell Recreation LLC	
Supplier Payment	Check	19627	7/3/2024	30,577.96	CECO Inc	
Supplier Payment	Check	19628	7/3/2024	291.79	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	19629	7/3/2024	30,922.50	Cellebrite Inc	
Supplier Payment	Check	19630	7/3/2024	2,440,495.76	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	19631	7/3/2024	217.40	Clark County Title Company	
Supplier Payment	Check	19632	7/3/2024	400.00	Clark County Title Company - Remit-To: Clark County - Reconveyance Fees	
Supplier Payment	Check	19633	7/3/2024	778.50	Clark Public Utility District No. 1	
Supplier Payment	Check	19634	7/3/2024	927.37	Clark Public Utility District No. 1	
Supplier Payment	Check	19635	7/3/2024	588.08	Clark Public Utility District No. 1	
Supplier Payment	Check	19636	7/3/2024	686.98	Clark Public Utility District No. 1	
Supplier Payment	Check	19637	7/3/2024	17,807.78	Columbia Resource Company	
Supplier Payment	Check	19638	7/3/2024	119.88	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	19639	7/3/2024	104.96	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	19640	7/3/2024	64.95	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	19641	7/3/2024	195.39	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	19642	7/3/2024	674.17	Connecta Satellite Solutions LLC	
Supplier Payment	Check	19643	7/3/2024	11,810.25	Consor North America Inc	
Supplier Payment	Check	19644	7/3/2024	140.00	Constangy, Brooks, Smith & Prophete, LLP.	
Supplier Payment	Check	19645	7/3/2024	7,435.26	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	19646	7/3/2024	583.52	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	19647	7/3/2024	572.04	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	19648	7/3/2024	1,061.18	Day Management Corp - Remit-To: Day Wireless - Milwaukie	
Supplier Payment	Check	19649	7/3/2024	268.00	Dex Media West	
Supplier Payment	Check	19650	7/3/2024	400.00	Donald Lane Riggs	
Supplier Payment	Check	19651	7/3/2024	3,871.19	Esix Sportswear	
Supplier Payment	Check	19652	7/3/2024	250.00	Financial Consulting Solutions Group Inc	
Supplier Payment	Check	19653	7/3/2024	517.81	First-Citizens Bank & Trust Company	
Supplier Payment	Check	19654	7/3/2024	4,081.52	Genuine Parts Company - Remit-To: NAPA - Vancouver	
Supplier Payment	Check	19655	7/3/2024	351,079.10	Grade Werks Excavating LLC	

INVOICE PAYMENTS REPORT

Category	Payment Type	Reference	Date	Amount	Payee	Memo
Supplier Payment	Check	19656	7/3/2024	878.75	Groundwater Solutions, Inc.	
Supplier Payment	Check	19657	7/3/2024	1,500.00	Harney Heights Neighborhood Association	
Supplier Payment	Check	19658	7/3/2024	16,171.90	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	19659	7/3/2024	36,776.40	Herrera Environmental Consultants Inc	
Supplier Payment	Check	19660	7/3/2024	8,666.67	Hispanic Metropolitan Chamber	
Supplier Payment	Check	19661	7/3/2024	176.44	Howmedica Osteonics Corp	
Supplier Payment	Check	19662	7/3/2024	65,686.04	ICOR Technology Inc.	
Supplier Payment	Check	19663	7/3/2024	509.21	J-2 Blueprint Supply Co.	
Supplier Payment	Check	19664	7/3/2024	3,750.00	James Rickerd Day	
Supplier Payment	Check	19665	7/3/2024	1,466.10	Jamestown Networks	
Supplier Payment	Check	19666	7/3/2024	400.00	Jeannine M. Harwood	
Supplier Payment	Check	19667	7/3/2024	33,033.84	KBT Distributing LLC	
Supplier Payment	Check	19668	7/3/2024	631.92	L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons	
Supplier Payment	Check	19669	7/3/2024	1,360,561.03	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	19670	7/3/2024	31,224.80	Lexipol LLC	
Supplier Payment	Check	19671	7/3/2024	5,294.45	LSW Architects PC	
Supplier Payment	Check	19672	7/3/2024	179.36	Mark IV Enterprises Inc	
Supplier Payment	Check	19673	7/3/2024	1,500.00	Message Gears LLC	
Supplier Payment	Check	19674	7/3/2024	1,327.95	One Call Concepts Inc	
Supplier Payment	Check	19675	7/3/2024	1,031.41	Oregon Web Press Inc	
Supplier Payment	Check	19676	7/3/2024	55,635.05	Pacific Ace LLC	
Supplier Payment	Check	19677	7/3/2024	8,440.35	Parametrix, Inc	
Supplier Payment	Check	19678	7/3/2024	49.00	Parkeon	
Supplier Payment	Check	19679	7/3/2024	35.00	Porter W Yett Company	
Supplier Payment	Check	19680	7/3/2024	2,395.00	Portland Adventist Medical Center	
Supplier Payment	Check	19681	7/3/2024	4,815.37	S&B Inc	
Supplier Payment	Check	19682	7/3/2024	4,774.00	SafeFire LLC	
Supplier Payment	Check	19683	7/3/2024	8,826.44	Safeware Inc.	
Supplier Payment	Check	19684	7/3/2024	3,784.28	SeaWestern Inc	
Supplier Payment	Check	19685	7/3/2024	425.00	Shumway Neighborhood Association	
Supplier Payment	Check	19686	7/3/2024	199.00	Simplifile Holdings, INC.	
Supplier Payment	Check	19687	7/3/2024	149.36	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	19688	7/3/2024	59,562.26	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	19689	7/3/2024	4,720.17	State of Washington Department of Natural Resources - Remit-To: Dept of Natural Resources - Box 47041	
Supplier Payment	Check	19690	7/3/2024	400.52	State of Washington Department of Transportation	
Supplier Payment	Check	19691	7/3/2024	7.03	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	19692	7/3/2024	30.51	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	19693	7/3/2024	12,133.08	TCF Architecture, PLLC	
Supplier Payment	Check	19694	7/3/2024	900.00	Thomas Garvey	
Supplier Payment	Check	19695	7/3/2024	831.58	Towing & Recovering Services Inc	
Supplier Payment	Check	19696	7/3/2024	3,145.23	Triple J Enterprises	
Supplier Payment	Check	19697	7/3/2024	5,750.00	Vancouver Arena	
Supplier Payment	Check	19698	7/3/2024	108.69	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	19699	7/3/2024	2,934.36	W.B. Sprague Co. Inc.	
Supplier Payment	Check	19700	7/3/2024	2,196.58	Walter E Nelson Company	

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INVOICE PAYMENTS REPORT

Category	Payment Type	Reference	Date	Amount	Payee	Memo
Supplier Payment	Check	19701	7/3/2024	516.68	Washington State Fire Fighters Apprenticeship Trust	
Supplier Payment	Check	19702	7/3/2024	11,965.51	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	19703	7/3/2024	7,500.00	Webb Management Services Inc.	
Supplier Payment	Check	19704	7/3/2024	9,750.00	Winslow Home Solutions Inc.	
Supplier Payment	Check	19705	7/3/2024	95.85	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	19706	7/3/2024	1,083.68	Yakima County	
Supplier Payment	Check	19707	7/3/2024	2,282.68	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Supplier Payment	Check	19708	7/3/2024	99.00	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	19709	7/3/2024	65.00	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	19710	7/3/2024	1,400.00	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	19711	7/3/2024	23.49	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	19712	7/3/2024	109.92	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	19713	7/3/2024	36.52	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	19714	7/3/2024	42.17	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	19715	7/3/2024	8,911.92	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	19716	7/3/2024	3,650.95	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	19717	7/3/2024	23.49	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	19718	7/3/2024	73.28	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	19719	7/3/2024	16.55	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	19720	7/3/2024	10.40	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
			Check	**6,455,132.33**		
Cash Advance Payment	Direct Deposit	EFT-00252387	6/27/2024	118.50	Timothy Kays	
Expense Payment	Direct Deposit	EFT-00252388	6/27/2024	12.25	Robert Givens	
Cash Advance Payment	Direct Deposit	EFT-00252389	6/27/2024	221.50	Jennifer English	
Expense Payment	Direct Deposit	EFT-00252390	6/27/2024	113.75	Troy Price	
Cash Advance Payment	Direct Deposit	EFT-00252391	6/27/2024	221.50	Jordan Shepherd	
Expense Payment	Direct Deposit	EFT-00252392	6/27/2024	75.00	Chad Lawry	
Cash Advance Payment	Direct Deposit	EFT-00252393	6/27/2024	221.50	Tyler Dillmon	
Expense Payment	Direct Deposit	EFT-00252394	6/27/2024	998.05	Shane LaBeck	
Cash Advance Payment	Direct Deposit	EFT-00252395	6/27/2024	221.50	Michael McHugh	
Expense Payment	Direct Deposit	EFT-00252396	6/27/2024	297.75	Brandon Lore	
Cash Advance Payment	Direct Deposit	EFT-00252397	6/27/2024	221.50	Ryan Thorne	
Cash Advance Payment	Direct Deposit	EFT-00252398	6/27/2024	221.50	Andrew Tryon	
Expense Payment	Direct Deposit	EFT-00252399	6/27/2024	30.09	Cale Baker	
Expense Payment	Direct Deposit	EFT-00252400	6/27/2024	305.00	Lucas Saylor	
Cash Advance Payment	Direct Deposit	EFT-00252401	6/27/2024	221.50	Dima Kozachok	

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INVOICE PAYMENTS REPORT

Category	Payment Type	Reference	Date	Amount	Payee	Memo
Cash Advance Payment	Direct Deposit	EFT-00252402	6/27/2024	221.50	Kenny Burt	
Expense Payment	Direct Deposit	EFT-00252403	6/27/2024	209.00	Rick Peterson	
Expense Payment	Direct Deposit	EFT-00252404	6/27/2024	98.50	Angelica Martinez Sulvaran	
Cash Advance Payment	Direct Deposit	EFT-00252405	6/27/2024	221.50	Chad Dammarell	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00252406	6/27/2024	221.50	Bryan Kenney	Travel Advance
Expense Payment	Direct Deposit	EFT-00252407	6/27/2024	33.75	Erik Jennings	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00252408	6/27/2024	221.50	Thomas Schell	Travel Advance
Expense Payment	Direct Deposit	EFT-00252409	6/27/2024	240.00	Leland Brown	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00252410	6/27/2024	221.50	David Sturbelle	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00252411	6/27/2024	221.50	Shane Orem	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00252412	6/27/2024	221.50	Ian Poulos	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00252413	6/27/2024	221.50	Jason Dement	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00252414	6/27/2024	221.50	Brandon Walsh	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00252415	6/27/2024	221.50	Billy Wherley	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00252416	6/27/2024	221.50	Benjamin Uhl	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00252417	6/27/2024	221.50	Gunner Talkington	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00252418	6/27/2024	221.50	Nolan Sasse	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00252419	6/27/2024	221.50	Casey Pietrzyk	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00252420	6/27/2024	221.50	Thomas Miller	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00252421	6/27/2024	221.50	James Mayne	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00252422	6/27/2024	221.50	Nahiku Lidstone	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00252423	6/27/2024	221.50	Tyler Kesterson	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00252424	6/27/2024	221.50	Justin Kelly	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00252425	6/27/2024	221.50	Stephan Hoobler	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00252426	6/27/2024	221.50	Taylor Hauck	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00252427	6/27/2024	221.50	Brady Harmon	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00252428	6/27/2024	221.50	Miguel Favela Jr.	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00252429	6/27/2024	221.50	Alex Emry	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00252430	6/27/2024	221.50	Conner Denning	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00252431	6/27/2024	221.50	Aharon Curtis	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00252432	6/27/2024	221.50	Robert Conrath	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00252433	6/27/2024	221.50	Keaton Card	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00252434	6/27/2024	221.50	Kyle Brosius	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00252435	6/27/2024	221.50	Trent Aldrich	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00252436	6/27/2024	124.50	James Dewey	Travel Advance
Expense Payment	Direct Deposit	EFT-00252580	7/5/2024	49.25	Tyler Kesterson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00252581	7/5/2024	10.00	Mary Wells	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00252582	7/5/2024	356.26	Pete Adams	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00252583	7/5/2024	87.33	Jordan Macfarlane	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00252584	7/5/2024	119.63	Casey Holmes	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00252585	7/5/2024	615.72	Natasha Ramras	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00252586	7/5/2024	146.00	Clesson Werner	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00252587	7/5/2024	193.48	Jonathan Guerrero	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00252588	7/5/2024	136.00	Douglas Sweyer	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00252589	7/5/2024	136.00	Jay Glover	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00252590	7/5/2024	541.91	Obie Bowman	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00252591	7/5/2024	106.00	Jaime Blas lopez	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00252592	7/5/2024	368.97	Rainy Rau	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00252593	7/5/2024	24.97	Jarrod Grahn	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00252594	7/5/2024	51.54	Jessica Trownsell	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00252595	7/5/2024	386.34	Jesse Martin	Employee Reimbursement
			Direct Deposit	**14,181.04**		
Supplier Payment	EFT	EFT-00252327	6/25/2024	40.81	Ziply Fiber	
Supplier Payment	EFT	EFT-00252372	6/25/2024	144.43	Legal Shield	

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INVOICE PAYMENTS REPORT

Category	Payment Type	Reference	Date	Amount	Payee	Memo
Supplier Payment	EFT	EFT-00252373	6/25/2024	1,259.64	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00252374	6/25/2024	33,146.13	IAFF Local #452	
Supplier Payment	EFT	EFT-00252375	6/25/2024	12,151.97	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00252376	6/25/2024	17,651.58	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00252437	6/27/2024	11,449.00	Sustainability Solutions Group USA, Inc. - Remit-To: Sustainability Solutions Group USA, Inc	
Supplier Payment	EFT	EFT-00252438	6/27/2024	64,723.23	State of Washington Auditor's Office	
Supplier Payment	EFT	EFT-00252439	6/27/2024	40,195.00	Alta Planning & Design	
Supplier Payment	EFT	EFT-00252440	6/27/2024	3,500.00	Council for the Homeless	
Supplier Payment	EFT	EFT-00252441	6/27/2024	995.69	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	EFT	EFT-00252442	6/27/2024	2,862.00	Sharon Rice	
Supplier Payment	EFT	EFT-00252443	6/27/2024	4,659.31	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00252444	6/27/2024	26,845.87	Live Love Outreach	
Supplier Payment	EFT	EFT-00252445	6/27/2024	446.80	Freedom independent Living Home Care Inc.	
Supplier Payment	EFT	EFT-00252446	6/27/2024	58,851.05	BCE Engineers, Inc.	
Supplier Payment	EFT	EFT-00252447	6/27/2024	38,375.00	Keen Independent Research LLC	
Supplier Payment	EFT	EFT-00252448	6/27/2024	27,888.50	Nolan Merriman	
Supplier Payment	EFT	EFT-00252449	6/27/2024	1,483.24	State of Washington Consolidated Technology Services	
Supplier Payment	EFT	EFT-00252450	6/27/2024	13,259.59	Second Step Housing	
Supplier Payment	EFT	EFT-00252451	6/27/2024	25,774.77	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00252452	6/27/2024	1,000.38	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00252453	6/27/2024	4,369.15	Lifeline Connections	
Supplier Payment	EFT	EFT-00252454	6/27/2024	10,403.01	Kennedy Jenks Consultants	
Supplier Payment	EFT	EFT-00252455	6/27/2024	760.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00252456	6/27/2024	9,375.00	Kenneth Wallace Law PLLC	
Supplier Payment	EFT	EFT-00252457	6/27/2024	1,623.54	Columbia West Engineering	
Supplier Payment	EFT	EFT-00252458	6/27/2024	3,399.05	Vatten Plumbing LLC - Remit-To: Vatten Plumbing LLC	
Supplier Payment	EFT	EFT-00252459	6/27/2024	6,318.12	New Life Friends Church	
Supplier Payment	EFT	EFT-00252460	6/27/2024	424.78	Copiers Northwest Inc.	
Supplier Payment	EFT	EFT-00252461	6/27/2024	10,000.00	The Foundation WA	
Supplier Payment	EFT	EFT-00252462	6/27/2024	1,892.09	Share	
Supplier Payment	EFT	EFT-00252463	6/27/2024	10,000.00	Chess for Success	
Supplier Payment	EFT	EFT-00252464	6/27/2024	329.61	Purple Communications Inc	
Supplier Payment	EFT	EFT-00252465	6/27/2024	12,999.08	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00252466	6/27/2024	1,000.00	SELF - Support for Early Learning + Families	
Supplier Payment	EFT	EFT-00252467	6/27/2024	16,161.00	Pacifica Law Group LLP	
Supplier Payment	EFT	EFT-00252468	6/27/2024	45,675.00	Coffman Engineers Inc	
Supplier Payment	EFT	EFT-00252469	6/27/2024	13,145.09	Clean Earth Environmental Solutions Inc.	
Supplier Payment	EFT	EFT-00252596	7/5/2024	203,546.37	Colf Construction LLC	
Supplier Payment	EFT	EFT-00252597	7/5/2024	4,554.94	Commonstreet Consulting, LLC	
Supplier Payment	EFT	EFT-00252598	7/5/2024	4,642.85	The Amy VanCamp Experience LLC	
Supplier Payment	EFT	EFT-00252599	7/5/2024	5,100.00	Clearwater Springs	
Supplier Payment	EFT	EFT-00252600	7/5/2024	3,130.56	Key Code Media, Inc	
Supplier Payment	EFT	EFT-00252601	7/5/2024	12,021.79	InfoSense, Inc	
Supplier Payment	EFT	EFT-00252602	7/5/2024	78,966.56	Fehr & Peers	

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INVOICE PAYMENTS REPORT

Category	Payment Type	Reference	Date	Amount	Payee	Memo
Supplier Payment	EFT	EFT-00252603	7/5/2024	269,856.67	Halme Excavating Inc	
Supplier Payment	EFT	EFT-00252604	7/5/2024	976.50	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	EFT	EFT-00252605	7/5/2024	244.58	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00252606	7/5/2024	11,250.00	Andrews Terry Jeffers LLP	
Supplier Payment	EFT	EFT-00252607	7/5/2024	193,129.05	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00252608	7/5/2024	7,777.97	CivicPlus, LLC	
Supplier Payment	EFT	EFT-00252609	7/5/2024	7,402.47	Oregon Rifleworks LLC	
Supplier Payment	EFT	EFT-00252610	7/5/2024	49,630.00	United Site Services of Nevada, Inc.	
Supplier Payment	EFT	EFT-00252611	7/5/2024	640.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00252612	7/5/2024	5,547.50	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00252613	7/5/2024	123,777.70	Stellar J Corporation	
Supplier Payment	EFT	EFT-00252614	7/5/2024	291.09	Miller Mendel Inc	
Supplier Payment	EFT	EFT-00252615	7/5/2024	5,496.86	Western Water Works Supply Co Inc	
Supplier Payment	EFT	EFT-00252616	7/5/2024	24,869.94	Clark EMS Physicians, LLC	
Supplier Payment	EFT	EFT-00252617	7/5/2024	25,306.13	Council for the Homeless	
Supplier Payment	EFT	EFT-00252618	7/5/2024	127,375.05	Clark and Sons Excavating Inc	
Supplier Payment	EFT	EFT-00252619	7/5/2024	8,075.95	Retail Lockbox Inc	
Supplier Payment	EFT	EFT-00252620	7/5/2024	12,500.00	Vancouver Downtown Association	
Supplier Payment	EFT	EFT-00252621	7/5/2024	19,084.25	Otak Inc	
Supplier Payment	EFT	EFT-00252622	7/5/2024	5,069.75	Pitney Bowes Inc	
Supplier Payment	EFT	EFT-00252623	7/5/2024	33,000.00	Liberty Mutual Group Inc.	
Supplier Payment	EFT	EFT-00252624	7/5/2024	4,853.95	Wapiti NW LLC	
Supplier Payment	EFT	EFT-00252625	7/5/2024	106,584.96	Del Sol Inc	
Supplier Payment	EFT	EFT-00252626	7/5/2024	22,906.66	Brenda Lee Fairbanks - Remit-To: Brenda Lee Fairbanks	
Supplier Payment	EFT	EFT-00252627	7/5/2024	68,266.17	Operations Management International Inc	
Supplier Payment	EFT	EFT-00252628	7/5/2024	807.64	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	EFT	EFT-00252629	7/5/2024	126,336.66	Outsiderinn.org	
Supplier Payment	EFT	EFT-00252630	7/5/2024	21,740.08	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00252631	7/5/2024	1,800.00	Pacific Talent Inc	
Supplier Payment	EFT	EFT-00252632	7/5/2024	6,787.13	Linguava Interpreters Inc	
Supplier Payment	EFT	EFT-00252633	7/5/2024	85,739.84	Spire Metering Technology, LLC	
Supplier Payment	EFT	EFT-00252634	7/5/2024	9,506.80	Clark County Volunteer Lawyers Program	
Supplier Payment	EFT	EFT-00252635	7/5/2024	141,778.00	Jeffrey D. Barrar, PS	
Supplier Payment	EFT	EFT-00252636	7/5/2024	19,842.51	YWCA Clark County	
Supplier Payment	EFT	EFT-00252637	7/5/2024	114,211.37	First Forty Feet LLC	
Supplier Payment	EFT	EFT-00252638	7/5/2024	4,036.49	Boys and Girls Clubs of Southwest Washington	
Supplier Payment	EFT	EFT-00252639	7/5/2024	25,511.54	Metereaders LLC	
Supplier Payment	EFT	EFT-00252640	7/5/2024	161,740.95	Share	
Supplier Payment	EFT	EFT-00252641	7/5/2024	19,414.91	Power Systems West	
Supplier Payment	EFT	EFT-00252642	7/5/2024	663.08	Loma Media Partners	
Supplier Payment	EFT	EFT-00252643	7/5/2024	9,770.72	Copiers Northwest Inc.	
Supplier Payment	EFT	EFT-00252644	7/5/2024	337.14	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00252645	7/5/2024	11,997.23	Marten Law LLP	
Supplier Payment	EFT	EFT-00252646	7/5/2024	40.81	Ziply Fiber	
Supplier Payment	EFT	EFT-00252647	7/5/2024	135.00	Atlas Technical Consultants LLC	
Supplier Payment	EFT	EFT-00252648	7/5/2024	11,925.06	Hero Fence LLP	
Supplier Payment	EFT	EFT-00252649	7/5/2024	37,850.00	Pacific Talent Inc	
Supplier Payment	EFT	EFT-00252650	7/5/2024	2,100.00	Brad Piesch Aggressive Enterprises, Inc	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Category	Payment Type	Reference	Date	Amount	Payee	Memo
			EFT	**2,794,527.74**		
Supplier Payment	Manual Wire		6/17/2024	133.23	JP Morgan Chase Bank, N.A.	
Supplier Payment	Manual Wire		6/24/2024	14,223.40	Washington Dental Service	
Supplier Payment	Manual Wire		6/24/2024	141,042.55	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		6/24/2024	59,406.13	Paymentus Corporation	
Supplier Payment	Manual Wire		6/25/2024	61,918.99	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		6/25/2024	34,410.00	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		6/25/2024	29,500.00	Washington State Firefighters	
Supplier Payment	Manual Wire		6/25/2024	6,907.95	Washington SDU	
Supplier Payment	Manual Wire		6/25/2024	604.00	Oregon SDU	
Supplier Payment	Manual Wire		6/25/2024	322,989.42	International City Management Association Retirement Corporation	
Supplier Payment	Manual Wire		6/25/2024	21,919.29	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		6/26/2024	401,964.99	State of Washington Department of Revenue	
Supplier Payment	Manual Wire		6/26/2024	1,288,163.49	Internal Revenue Service	
Supplier Payment	Manual Wire		6/27/2024	47,604.29	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire		6/27/2024	12,333.21	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		6/28/2024	4,316,700.83	Chicago Title Company of WA	
Supplier Payment	Manual Wire		6/28/2024	76,298.25	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		6/28/2024	954,298.03	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		7/1/2024	3,030.12	Internal Revenue Service	
Supplier Payment	Manual Wire		7/1/2024	15,466.52	Athlactron Holding	
Supplier Payment	Manual Wire		7/3/2024	170,846.62	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		7/3/2024	23,956.70	Washington Dental Service	
Supplier Payment	Manual Wire		7/5/2024	71,535.06	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		7/5/2024	208,496.48	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		7/5/2024	608,061.30	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		7/5/2024	406,902.87	Kaiser Permanente - Remit-To: Kaiser Permanente	
Supplier Payment	Manual Wire		7/5/2024	10,338.54	VSP Vision Care Inc	
			Manual Wire	**9,309,052.26**		
			Checks	**6,455,132.33**		
			Direct Deposit	**14,181.04**		
			EFT	**2,794,527.74**		
			7/1/2024	42,215.63	City Payments	Posted 06-24-24 to 06-30-24
			7/8/2024	449,498.81	City Payments	Posted 07-01-24 to 07-07-24
			Hansen Total	**491,714.44**		
			7/1/2024	1,962.66	Miscellanous	Parks Class Refunds FCC 06-24-24 to 06-30-24

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Category	Payment Type	Reference	Date	Amount	Payee	Memo
			7/1/2024	1,324.00	Miscellanous	Parks Class Refunds MCC 06-24-24 to 06-30-24
			7/8/2024	3,282.50	Miscellanous	Parks Class Refunds FCC 07-01-24 to 07-07-24
			7/8/2024	1,213.00	Miscellanous	Parks Class Refunds MCC 07-01-24 to 07-07-24
			VISA Total	**7,782.16**		
			Payroll Total	**4,344,519.22**		
			GRAND TOTAL	**23,416,909.19**		

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

City of Vancouver
Payroll Council Report
June 24, 2024 - July 07, 2024

Check No.	Date	Explanation	Amount
N/A	06/25/24	VOID - MISPRINT	$ -
2159 - 2182	06/25/24	June 25th Payroll	$ 5,579.65
250408 - 252326	06/25/24	June 25th Direct Deposits	$ 4,291,980.25
2183 - 2186	06/28/24	06 2024 Pension Payroll	$ 5,421.53
252328 - 252371	06/28/24	06 2024 Pension Direct Deposits	$ 41,537.79
N/A	06/25/24	6/25/2024 NACHA Return	$ (355.22)
252470	06/28/24	Replacement for NACHA Return	$ 355.22

$ 4,344,519.22

CITY OF Vancouver WASHINGTON

Staff Report: 141-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/15/2024

SUBJECT Resolution requesting a voted measure from the City to be placed on the ballot during the General Election on November 5, 2024, requesting voter approval of a regular levy lid lift property tax increase to fund police and public safety services and equipment and setting forth the ballot proposition

Key Points

- Community growth has driven a 30% increase in call volume for police services and an 87% increase in reported crimes since 2018.
- In addition to increased call volume, the complexity of the calls to which VPD is responding more frequently requires multiple officers on scene for extended periods of time, consequently leaving portions of the community under-resourced for some part of each day.
- Reforms to policing practices undertaken locally and as a result of state-wide legislation have increased the need for training, supervision and officer development.
- A growth in demand for police services has strained departmental investigative capacity, resulting in nearly 3,100 cases with viable leads going uninvestigated each year.
- The increased call volume and associated decline in response times have also negatively impacted the City's ability to perform proactive police response activities that prevent crimes.
- Staff engaged with a community advisory committee to codevelop a multi-stage staffing, equipment, and facility investment plan to address these gaps.
- The investment plan relies on property tax levies and a sales tax levy, to be proposed to voters and implemented over a six-year period. The first stage of this plan is property tax levy lid lift.

Strategic Plan Alignment

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

Present Situation

The City's population has been increasing significantly since 2017. With that growing increase, calls for police service have increased as well. In addition, the complexity of calls has also been increasing. The current staffing level is insufficient to address the volume and complexity of calls.

VPD is actively triaging calls for service and consistently prioritizing person and violent crimes. Approximately 3,100 reported crimes go uninvestigated per year.

Over the last decade, the City Manager's Office has engaged the community in multiple ways regarding the services, outcomes, transparency, and accountability of the Vancouver Police Department. Building on this foundation, in early 2024, the City invited the community to come together for the next chapter of engagement on police-related matters.

The Police Community Advisory Committee was assembled in January 2024 to advise the City Manager on issues relating to police services in Vancouver. The committee includes 12 community members and three members of the City Council. The Committee reviewed the current levels of service, staffing, and outcomes VPD is delivering and trends in demand for service, such as call volume and criminal cases. Based on this review, the committee was tasked to advise on community values and priorities relative to a proposed increase in staffing capacity developed by the Office of the Police Chief.

The Committee has identified the following priorities, outcomes, and impacts to improve police services:

1. Build and strengthen relationships between VPD and the community.
2. Support partnerships that help reduce conflict and prevent crime, especially by expanding the capacity to co-response and complementary programs aimed at addressing urgent mental health or substance use concerns.
3. Maintain and improve overall VPD capacity and level of service
4. Retain and support VPD staff
5. Utilize technology to improve efficiency and community safety, including creating an automated traffic camera enforcement program.

To achieve the objectives above, the Committee has endorsed a six-year plan of staffing increase to ultimately add up to 116 full time employees (FTEs) to police and support services, including up to 80 sworn positions and up to 36 non-sworn FTEs as well as the creation of a traffic enforcement camera program, and expanding the Homeless Assistance and Resource Team (HART) program by four new positions by 2030. The non-sworn staff would be hired to support essential functions, such as records, evidence, analysis, community engagement, HART, and communications. An increase in police staffing will also include increased costs in the criminal justice system, from additional court costs to additional jail and corrections services. The programmatic expenses above are to be limited by sustainable new revenue and appropriated through the City's regular budgetary process.

To fully implement the hiring investments described above, VPD would need an estimated $36 million annually by 2030. A new capital investment, a precinct, will also be required to house the newly added staff.

The Committee proposed the following funding approach: a permanent six-year property tax levy lid lift beginning in 2024, followed by a facilities bond in 2026 and a public safety sales tax in 2028 to round out the police's staffing needs.

At the July 1 and 7 Council meetings, the City Council reviewed the recommendations of the Committee. It directed staff to prepare a resolution to put a permanent multi-year levy lid lift request before voters during the November 2024 general election to increase the City regular levy by approximately $0.41 per $1,000 of assessed value (AV) in addition to the annual increase of 1% authorized by the Washington State law. In the subsequent five years, the total City regular levy is to be increased by 5% annually, and the resulting revenue in the year 2030 will serve as the basis for calculating all subsequent regular levies. The 2030 levy amount, less expiring levies, will be used to calculate subsequent levy limits in future years.

The City's 2024 property tax levy rate is $2.364 per $1,000 in AV. This number includes a $0.2739 per $1,000 AV affordable housing levy which is levied separately from the regular property tax levy. With the proposed regular property tax levy rate increase of approximately $0.41 per $1,000 AV, the estimated regular property levy rate for the City will not exceed $2.63 per $1,000 AV for taxes levied in 2025. The total levy rate is anticipated to grow to $3.125 per $1,000 AV by 2030 and will start declining annually thereafter.
If approved by voters, the proposed levy lid lift increase is anticipated to cost an owner of a $500,000 house a total of $205 more per year in City taxes in 2025 and an estimated $585 per year, in today's dollars, in 2030.

The Committee is invited to remain engaged on an ongoing basis to work with the city manager's office in support of transparency and accountability for implementation of these resources and the targeted outcomes anticipated to be supported by this additional staffing.

Advantage(s)

1. If the Council approves the resolution, the levy measure will be placed on the November 5, 2024, ballot.
2. If a majority of voters approve, additional property tax revenues will increase the City's resources to provide police and public safety services.

Disadvantage(s)

The increased property taxes, if approved by the voters, may disproportionately impact some taxpayers.

Budget Impact

If the levy proposition is approved by the Council and a majority of voters, the budget increase will be incorporated into the 2025-2026 Biennial budget during one of the Supplemental Budget opportunities, adding staffing, equipment, and services supported by this measure. The long-term plan to sustain the additional staff included in this proposition anticipates subsequent action by the Council to engage voters and/or implement councilmanic revenue tools to support staffing and facilities investments.

Prior Council Review

- December 18, workshop - VPD Workshop outlining the current system's capacity and identifying the needs.
- July 1, 2024 workshop -- Review of property tax tools.
- July 8, 2024, workshop – Additional review of the VPD needs, Council direction on levy design

Action Requested

Adopt the proposed resolution authorizing a proposition put before voters during the general election of 2024 to request the voter approval of an increase in the regular property tax of approximately $0.41 in addition to the annual 1% increase to fund police and public safety needs and set forth the ballot proposition and to authorize the yearly 5% total City levy increase for years 2025-2030, with the levy in year 2030 to serve as a base for calculation of the subsequent levies.

Natasha Ramras, Chief Financial Officer, 360-487-8484; Jeff Mori, Police Chief 360-487-7421

ATTACHMENTS:

- Ballot Measure Resolution

RESOLUTION NO. M-_____

A RESOLUTION of the City Council of the City of Vancouver, Washington, providing for the submission to the qualified electors of the City of Vancouver at the November 5, 2024, General Election of a proposition authorizing the City to increase its regular property tax levy above the limit established in chapter 84.55 RCW to fund police and public safety services, staffing, facilities and equipment; requesting the Clark County Auditor to place the proposition on the November 5, 2024, ballot; and approving matters properly related thereto.

WHEREAS, community growth and the associated 35% increase in call volume for police services from 2017-2023 has resulted in a decline in police response times; and

WHEREAS, a growth in demand for police services has strained investigative capacity of detectives such that nearly 3,100 cases go uninvestigated each year; and

WHEREAS, there is an insufficient effective police force to meet demands of the community; and

WHEREAS, building capacity to meet the demand for services can be accomplished through investments in sworn staff, non-sworn staff, co- and complimentary-response teams and programs, and technology; and

WHEREAS, in addition to the operational gaps, the new staff will require equipment, technology and new precinct space; and

WHEREAS, during 2023, Vancouver Police Department staff identified the necessary additional operating resources needed to increase the ability of the department to more effectively respond to the public safety needs of the community, and to build capacity to proactively engage the community in pre-emptive strategies to prevent threats to community safety, and worked with other City departments to estimate the cost of these additional resources; and

WHEREAS, the city manager convened a community advisory committee on policing to review and advise on identified needs and recommendations from the police department and to formulate a recommendation on potential investments in police and related capacities; and

WHEREAS, operating demands citywide necessitate an additional sworn staff of approximately eighty (80) commissioned/sworn full-time employees (FTEs) in a range of ranks and assignments, and approximately thirty-six (36) non-sworn/non-commissioned FTE positions, related support costs, equipment and related facilities; and

WHEREAS, additional staffing will likely results in additional costs to the criminal justice system and will be eligible for this funding; and

WHEREAS, there are complimentary response services, such as the City's homelessness assistance response team and mental health and substance use disorder response teams, that, if deployed alongside police, may enhance the effectiveness and capacity of an expansion of authorized sworn officer ranks, and contribute to overall community safety and wellbeing; and

WHEREAS, during the workshop on July 1, 2024, Vancouver City Council reviewed the operating improvements necessary to increase call response time; and

WHEREAS, during the July 1 and July 8, 2024 workshops, Vancouver City Council considered the recommendation by the Public Safety Advisory Committee to increase the City's regular property tax levy to fund the operating expenses needed to improve public safety in Vancouver as the first step in a three-step funding approach for the increased police staffing; and

WHEREAS, additional voted revenue increases will be necessary to fully fund the proposed increase in police and public safety service costs, including a voted excess levy to fund the capital costs and a voted sales tax levy will be necessary to fund the proposed investments beyond 2030; and

WHEREAS, Washington State law limits the annual increase of a city's regular property tax levy amount to 1% plus an allowance for new construction unless the voters of a city approve the collection of regular property taxes in a greater amount; and

WHEREAS, the City's 2024 regular property tax levy is approximately $2.36 per $1,000 of assessed value, which includes a $0.2738 per $1,000 of assessed value affordable housing levy. The City's total levy is approximately $0.96 per $1,000 of assessed value less than what is statutorily authorized; and

WHEREAS, RCW 84.55.050 provides for the levy of regular property taxes in an amount exceeding the limitation specified in chapter 84.55 RCW if such increased levy is authorized by a ballot proposition approved by a majority of the voters at an election held with the taxing district (a "levy lid lift"); and

WHEREAS, the City Council deems it necessary to submit to the voters of the City a permanent levy lid lift proposition of whether or not the City shall levy regular property taxes for collection in 2025 in excess of the limit factor provided for in RCW 84.55.050(1); and

WHEREAS, the City Council anticipates future levies to further fund and sustain the investments contemplated herein; and

WHEREAS, on July 15, 2024, the City Council deliberated on the desired size of the levy increase and selected $0.41/$1,000 of assessed value as the levy rate increase to put before the voters during the general election to be held on November 5, 2024;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VANCOUVER:

Section 1. **Findings.** The Council hereby adopts and incorporates by reference the above recitals as findings. The Council further finds that the best interests of the residents of the City require the City to fund police services, staffing, equipment, and facilities, including but not limited to the following (together referred to herein as "Police and Public Safety Services"):

- Add up to eighty (80) FTEs sworn officers in a range of ranks and assignments;
- Add up to thirty-six (36) FTEs non-sworn police positions;
- Fund equipment, technology, and vehicles consistent with both current and future standards;
- Fund a traffic enforcement camera program;
- Expand Homeless Assistance & Resources Team (HART) response;
- Fund additional operating, related services, to include the impact of the additional staffing on jail, corrections, public defense and other criminal justice related services, maintenance and facility expenses to provide police services, as determined by the City Council; and
- Fund necessary administrative and staffing costs in other City of Vancouver departments to support investments outlined above.

The programmatic expenses above are to be limited by sustainable new revenue and appropriated through the City's regular budgetary process.

The City Council shall determine the timing, order and manner of funding Police and Public Safety Services and the use of levy lid lift proceeds, including those investments described above, as part of the budgeting process. The cost of all compensation, benefits, training, support services, equipment, technology, vehicles, infrastructure, facilities, real property, and administrative expenses and other costs incurred in connection with the Police and Public Safety Services shall be deemed a part of the costs of such Police and Public Safety Services. The City Council may alter, make substitutions to and amend such components as it determines are in the best interests of the City and consistent with the police service purposes described herein.

Section 2. **Calling of Election Regarding the Levy of Additional Property Taxes.** There shall be submitted to the qualified electors of the City of Vancouver, Washington a proposition whether the City shall levy regular property taxes above the levy limitations established in RCW 84.55.050 and RCW 84.55.010 for their ratification or rejection at a special election to be held on November 5, 2024. The Clark County Auditor, as ex officio supervisor of elections in Clark County, is hereby requested to call and conduct the election referenced on such day and to submit to the qualified electors of the City for their approval or rejection a proposition to (a) increase the City's regular property tax levy by approximately $0.41 per $1,000 of assessed valuation in addition to the regular annual levy inflationary increase, to a total maximum regular property tax rate not to exceed $2.63 per $1,000 of assessed valuation for collection in 2025, as allowed by chapter 84.55 RCW, and (b) for the five calendar years following 2025 (2026-2030), increase the City's total regular property tax levy amount by a limit factor of 5%. The 2030 levy amount will be used as the basis to calculate subsequent levy limits beginning in 2031.

Upon approval of the voters of the proposition set forth herein, the City may use proceeds of such levy to pay the costs of Police and Public Safety Services as set forth in Section 1 of this resolution.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 3. **Ballot Proposition.** The City Clerk is hereby authorized and directed as required by law, to certify a proposition to the Clark County Auditor, as ex officio supervisor of elections in Clark County, Washington, in substantially the following form:

PROPOSITION NO. 4

CITY OF VANCOUVER, WASHINGTON
POLICE AND PUBLIC SAFETY SERVICES
LEVY LID LIFT

The Vancouver City Council adopted Resolution M-____ concerning a levy lid lift to fund police and public safety.

If approved, this proposition would fund police and public safety services, including staffing, equipment, technology, facilities, and criminal justice costs; increase Vancouver's regular property tax by approximately $0.41/$1,000 assessed valuation, for a maximum levy rate not to exceed $2.63/$1,000 for 2025; set the limit factor for Vancouver's total regular property tax levy for 2026-2030 to 100% plus annual increase of 5%; and authorize the 2030 levy amount as the basis to calculate subsequent levies (84.55 RCW).

Should this proposition be approved?
YES . . . . □
NO . . . . □

For purposes of receiving notice of the language of the ballot proposition required by RCW 29A.36.080, the City Council hereby designates: (a) the City Clerk (Natasha Ramras), telephone (360) 487-8484; email: natasha.ramras@cityofvancouver.us; and (b) the City Attorney (Jonathan Young); telephone: (360) 487-8500; email: jonathan.young@cityofvancouver.us, as the individuals to whom such notice from the Auditor should be provided. The City Attorney and the City Clerk are each authorized individually to approve changes to the wording of such proposition as may be recommended by the Clark County Auditor and the Clark County Prosecuting Attorney, as long as the intent of the proposition remains clear and consistent with the intent of this resolution.

Section 4. **Voters Pamphlet.** To the extent that a local voters' pamphlet and/or online voters' guide ("Voters' Pamphlet") will be produced for the November 5, 2024 election, the Voters' Pamphlet shall include an explanatory statement to be prepared according to state and local requirements, and arguments advocating approval and disapproval of the ballot measure, if any. Pursuant to RCW 29A.32.280, the arguments advocating approval and rejection of the ballot measure shall be prepared by committees appointed by the City Council. Each committee shall be composed of not more than three persons; however, a committee may seek the advice of any person or persons. The committee advocating approval shall be composed of persons known to favor the ballot measure, and the committee advocating rejection shall be composed of persons known to oppose the ballot measure. Should the City Council not appoint the persons to each Committee by the time required by law, the Clark County Auditor shall appoint said committees.

Section 5. **Severability.** If any provisions of this resolution shall be declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed severable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the levy or collection of the taxes authorized by this proposition.

Section 6. **Effective Date.** This resolution shall take effect and be in full force immediately upon adoption by the City Council.

ADOPTED at a Regular Meeting of the Vancouver City Council this________, of July, 2024.

____
Anne McEnerny-Ogle, Mayor

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

CITY OF Vancouver WASHINGTON

Item #

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/15/2024

SUBJECT Climate Update

Key Points

- The Climate Team monitors and tracks GHG emissions data, supports other departments, and leads key initiatives to drive GHG reductions and enhance climate resiliency.
- The Climate Team is leading several foundational efforts to drive GHG emission reductions, including the development of the Green Building Program, an EV Infrastructure Strategy, and a Building Decarbonization effort.
- The Climate Team emphasizes the importance of engaging with overburdened communities, building capacity with youth climate leaders, and serving as and community catalysts to advance the City's equity and environmental justice goals.

Strategic Plan Alignment

Climate and Natural Systems – Environmental stewardship and efforts to address climate change to ensure a sustainable future.

Present Situation

The Climate Team will present an update to the City Council later this year, covering the City's GHG Inventory and providing recommendations for prioritized actions. This update aims to give context for the GHG Inventory and inform the Council about key actions the Climate Team is undertaking to advance the goals of the City's Climate Action Framework.

Advantage(s)

This agenda item is for informational purposes only. No action is proposed.

Disadvantage(s)

This agenda item is for informational purposes only. No action is proposed.

Budget Impact

None - This agenda item is for informational purposes only.

Prior Council Review

N/A

Action Requested

This agenda item is for informational purposes only. No action is proposed.

ATTACHMENTS:

- Presentation

CITY OF Vancouver WASHINGTON

Climate Program Update

Stacey Dalgaard
Assoc. Climate Project Coordinator
City Manager's Office

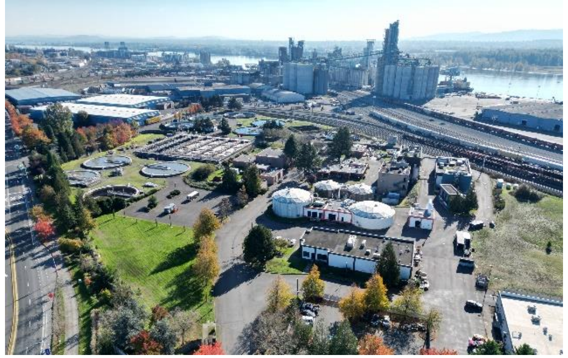
Rebecca Small
Senior Policy Analyst

July 15, 2024

Citywide Climate Agenda

Systems change for community climate action

Comprehensive Plan



Wastewater Solids Renewal

Transportation System Improvements

Homeless Emergency

Emergency Management

Solid Waste Management

Climate Program Role

Advancing the Climate Action Framework

Emissions Reductions

Climate Resilience

Youth Leadership

GHG Inventory

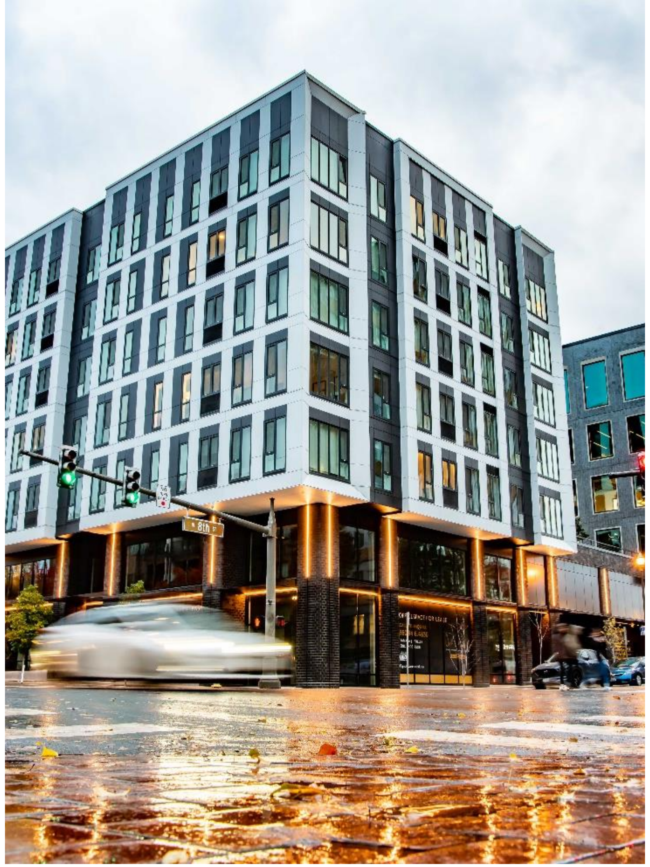
Internal Consultant

Community Catalyst

Foundational Emissions Reductions Strategies

- **Green Buildings Program**
  - Draft coming to Council in August
- **Citywide EV Infrastructure Strategy***
  - Selecting consultant and building community partnerships
- **Building Decarbonization Program***
  - Providing support for local building owners to comply with State standards

* Funded by Climate Commitment Act



Enhancing Resilience with Overburdened Communities

Key outreach question:

How can we increase safety and reduce stress during severe weather emergencies?

Unhoused Survey

Thrive2Survive surveyed **47** unhoused community members about their unique needs during severe weather.

Community Conversations

Council for the Homeless led small group conversations with **32** residents of affordable housing.

CBO Listening Sessions

City of Vancouver met with **9** community-based organizations serving environmental justice, BIPOC, and disability communities.

* Funded by Dept. of Commerce Solar Plus Storage for Resilient Communities Grant

Building Capacity with Youth Climate Leaders

- Recruiting high school students for Youth Climate Leadership Program
- Focus on climate justice, civic engagement, community resilience
- Climate Program, Water Center, Office of Equity & Inclusion

Application deadline: August 4

www.cityofvancouver.us/yclp

FOURTH PLAIN FORWARD

Lower Columbia Estuary Partnership

PIC PARTNERS IN CAREERS

THE FOUNDATION

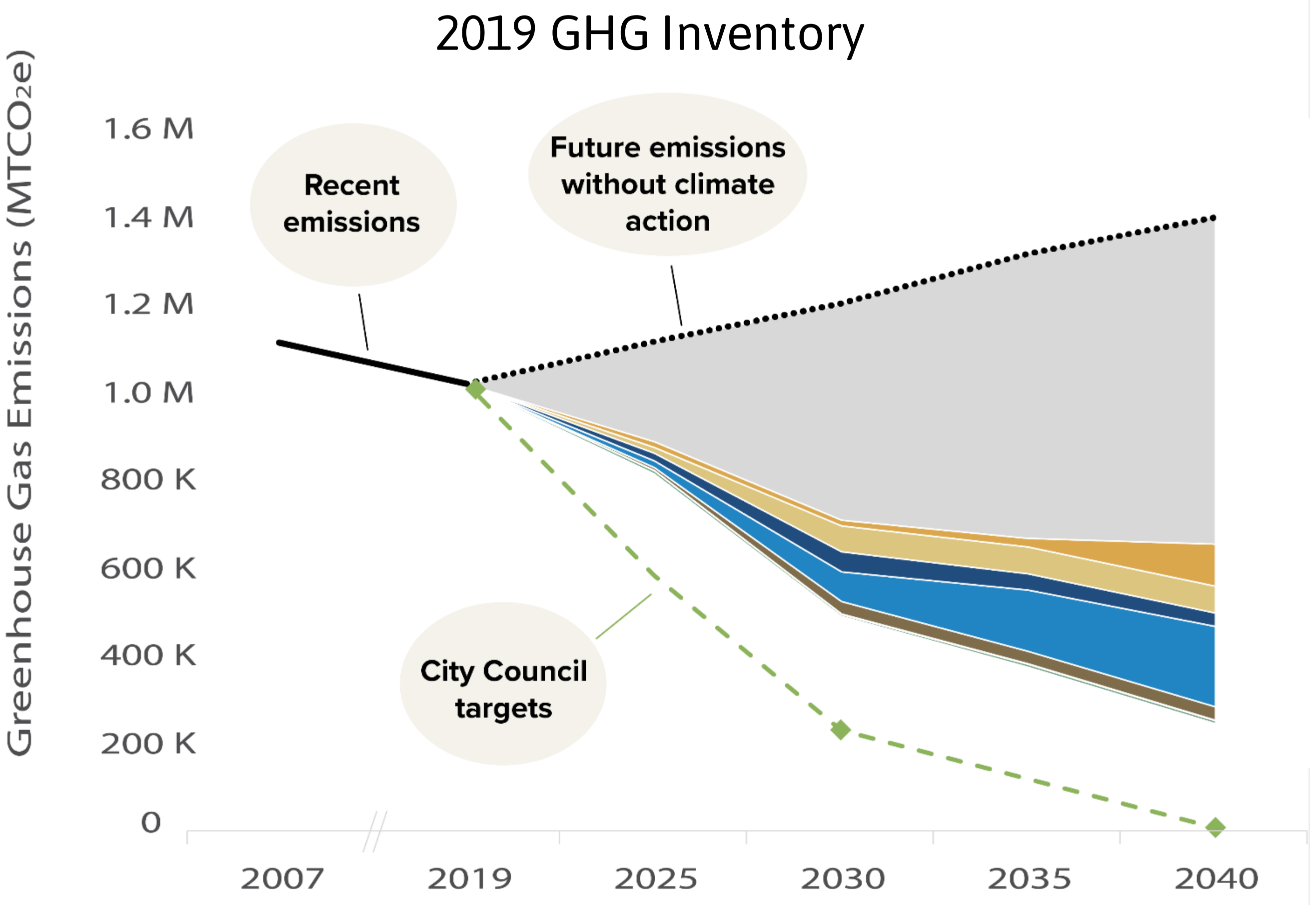
Creating Ripple Effects

Internal Consultants

- Maintaining emissions data
- Advising departments and budget committee
- Capacity building and funding
- Cross-department coordination

Community Catalyst

- Climate Pubs
- Supporting capacity at CBOs
- Collaboration with Clark Public Utilities on EVs and solar
- Engaging with green tech



Next:
2023 GHG Inventory

- Sept. 16 Workshop – 2023 GHG Inventory Results
- Identify key areas for 2025-26 investments to maximize progress
- Provide guidance on strategy refinements for the 2026 CAF update

Thank You

Homelessness Emergency Situation Report

Incident Name: Homelessness Emergency
Situation Report # 8

Incident Commander: Aaron Lande
Operational Period: June 2024

New Emergency Orders (if any)

NONE

Emergency Response

- **We've lost 25 people since the Homeless Memorial** in December 2024; **5 deaths in the past month**; **13 of those deaths were due to overdose**
- Year-to-date reporting from **VFD shows 1,301 unique calls related to homelessness**:
    - **167 Fire** & **1,134 Rescue/EMS**

HART Activities

- In addition to the regular clean-ups noted in previous Situation Reports, HART conducted clean-ups at the following locations:
    - Discovery Trail
    - Other smaller pop-up jobs/locations as needed
    - Regular coordination with WSDOT for outreach and cleanup on their properties

- Removed **22.55 tons of solid waste from public property** in **June**; **YTD: 203.61 tons**
- Responded to **113 My Vancouver app submissions in June**; **YTD: 683**
- Similarly to VFD, HART has partnered with the WA State Dept. of Health's Opioid Education and Naloxone Distribution (OEND) Program, which supports access to naloxone for people who are likely to experience or witness an opioid overdose by providing free naloxone to organizations and community groups for distribution to clients and community members. Recipients also assist by sharing data on monthly naloxone usage, overdoses, etc. with DOH.

Community engagement and tours:

- Individual neighbors
- Association of Washington Cities Annual Conference – Tour of 415 West & Safe Park
- WA State Dept. of Commerce
- Retails Thrift Store – establishing partnership for low-barrier employment and volunteering opportunities, household items for move-ins, etc.
- Sakura 39ers – established partnership for culturally specific outreach
- City of Minneapolis
- Ideal Option – Medication Assisted Treatment Clinic

Safe Stays/Safe Park

- **The Outpost:**
    - No exits to housing this month, but 6 people are on deck for July/August housing
    - **2 residents approved for SSI/SSDI** after waiting for more than 3 years for approval
    - A lot of health and wellness activity this month – 1 resident had eye surgery and received hearing aids, others got glasses, dentures, and long-awaited Medicaid/Medicare approval.
    - **1 resident passed her Certified Peer Counselor** course and is now able to support others on their journey
    - **1 resident reconnected with children** for first time in over 5 years
    - YMCA hosted a jewelry craft day at the Y that some residents attended and enjoyed

- **Hope Village:**
    - No exits to housing this month, but **1 couple has been approved for an apartment**, and upon moving in at the end of July, their children will be reuniting with them
    - 2 residents have applied for long-term care and toured assisted living facilities
    - **2 residents obtained employment**
    - 1 resident finally received approval for a surgery that's been needed for a long time; and another resident connected with primary care and began needed medications
    - **1 resident celebrated 3 months clean and sober**

- **415 West:**
    - **3 residents exited to housing,** and 4 new residents moved in

- 1 resident was approved to transition to Open House Ministries to reunite with her children
- **2 residents celebrated 30 days clean and sober; 1 resident entered inpatient treatment**
- **1 resident obtained employment**
- Victory Food Project continues to visit the site to garden with residents; residents are taking great pride in maintaining the garden boxes and the site as a whole.
- DSHS Mobile visited for quarterly event to help residents access services they are eligible for
- SWACH facilitated a Narcan training, and 5 residents received certificates
- Humane Society provided spay/neuter services for one of the furry residents, along with a generous donation of cat food and litter
- Site staff hosted a tie-dye event, and everyone enjoyed making their own t-shirts

- Kiggins Village:
  - **1 resident exited to housing,** and 1 is on deck for early July
  - **2 ID's, 2 Social Security cards, and 1 birth certificate** obtained this month
  - **1 resident went to detox**
  - **50%** of residents at this site are **veterans**

- Road2Home-Safe Park:
  - **3 residents exited to housing**
  - **1 resident transferred from vehicle to more substantial shelter** at one of our Safe Stays
  - **1 resident obtained employment**
  - Key Bank Volunteer Day cookout

Community Court

- Space use agreement approved for 5107 E. Fourth Plain Blvd, Suite 105, which is one of the units in the City-owned Zhen building.; Last day at Recovery Café was 7/1, and first day in the new space will be this Friday, 7/12.

Columbia River Mental Health Services – Community Response Team (CRMHS – CRT)
May 24 – June 21

	May 24 – June 21	10/1/23 – 6/21/24
Calls that were Screened	14	136
In Person Interventions and Outreach	54	203
Public Engagements	28	233

Public Engagement Contacts / Individuals	61	859

- **Ongoing and New Partnerships**
    - St Vincent de Paul –twice a week
    - The FISH of Vancouver – twice a week
    - The Center, Adventist Community Services – twice a week
    - Recovery' Café – weekly
    - Fourth Plain Community Commons – weekly
    - River City Church on Fourth Plain - weekly

- **Update on Progress**
  CRT recently visited Safe Park – Road2Home and met with the Thrive2Survive team who operate the site. This meeting was particularly fruitful as they expressed a strong interest in collaborating with us to help connect individuals at Safe Park – Road2Home to essential resources. This partnership could enhance our efforts in providing comprehensive support to the community.

  The team also met with the staff at the Living Water Church and was asked to engage with an individual on the Church's property. The individual's tent and sleeping bag had been stolen. The team was able to replace these items with donations that have been made to CRT. The individual was also open to discussing their drug use and they accepted referrals for mental health and SUD services. The team appreciated this opportunity and look forward to additional encounters to assist community members in need.

  CRT and HART are also engaging to discuss resources and services in the area. This has recently been for Community Court members and identifying community partners to assist specific individual's needs.

Property Closures

None