

June 14, 2021 - Vancouver City Council Meeting Minutes

WORKSHOPS

Workshops were conducted remotely over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS, or listen via the GoToMeeting conference call.

Councilmember Lebowsky absent from workshops.

4:00-6:00 p.m. Transportation System Plan Update

Rebecca Kennedy, Deputy Director, Community and Economic Development, 360-487-7896; Jennifer Campos, Principal Transportation Planner, 360-487-7728; Tom Brennan, Principal, Nelson Nygaard

Summary

City and consultant staff provided Council with an update on the Transportation System Plan, reviewing the project scope and deliverables and confirming Council direction on approaches to various elements of the plan update.

COUNCIL CONSENT AGENDA MEETING

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

Forum were also facilitated via the GoToMeeting conference call.

Call to Order and Roll Call

The Consent Agenda meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle. This meeting was conducted remotely over video conference.

Present: Councilmembers Fox, Paulsen, Lebowsky, Glover, Stober, Hansen, Mayor McEnerny-Ogle

Absent: None

Also present on the call were the following: Eric Holmes, City Manager; Jonathan Young, City Attorney; Amanda Delapena, Assistant to the City Council; Lisa Brandl, Deputy Finance Director; Chad Eiken, Community and Economic Development Director; James McElvain, Vancouver Police Chief; Natasha Ramras, Chief Financial Officer; Cara Rene, Communications Director; Bryan Snodgrass, Principal Planner; Shannon Williams, Associate Long Range Planner; and members of the public.

Proclamation: Juneteenth Celebration Day

Mayor McEnerny-Ogle read and presented a proclamation to Rev. Lenny Duncan, Second Vice President for the NAACP Vancouver Branch, proclaiming June 19, 2021, as Juneteenth Celebration Day

Community Communication (Items 1-3)

Mayor McEnerny-Ogle opened Community Communication and, receiving no testimony, closed Community Communication.

Consent Agenda (Items 1-3)

Council requested Item 2 be pulled for discussion, as summarized below.

Councilmember Glover asked whether the supplemental budget supports increased grounds maintenance of right-of-ways and freeway entrances.

City Manager Eric Holmes explained that the overall capacity for grounds, right-of-way, and median maintenance was reduced significantly during the recession. When the Street Funding Strategy was approved, some of that capacity was restored, and the City has added grounds maintenance crews with subsequent budget cycles since then. He stated that currently the grounds maintenance capacity is slightly less than pre-recession levels, but the City has achieved some efficiencies as well. He stated this supplemental budget does not change the capacity in grounds maintenance, but that can be looked at when staff is preparing

the next biennial budget for 2023-2024.

Councilmember Hansen asked whether an extra street sweeper was purchased recently. He stated getting the crew out post-pandemic will have a significant impact on the city, and residents should start to see improvements in the next few months. Natasha Ramras, Chief Financial Officer, confirmed this supplemental budget includes a special street sweeping machine that will allow for better sweeping of bike lanes.

Councilmember Paulsen concurred with the need for broad maintenance of City grounds both for safety and aesthetic reasons.

Councilmember Glover asked whether the increased budget for the Community and Economic Development Department with this supplemental would restore an economic development outreach position. She stated that position had been very effective and the need is still there. Mr. Holmes explained that position was originally limited term, and the City has also converted several limited term positions, so he would need to do some research on whether that CED capacity would be restored.

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

1. Professional Services Agreement with Salazar Architects Inc. for architectural and engineering services for the Fourth Plain Commons project

Staff Report 085-21

Summary

In 2015, the City of Vancouver worked with the community to develop the Fourth Plain Forward Action Plan, a framework for equitable development on the Fourth Plain corridor as new investment came into the community, including a significant bus rapid transit (BRT) investment called the Vine that is now complete. Broadly, the Action Plan focuses on supporting small businesses, building community capacity, addressing pedestrian safety issues, and increasing access to economic opportunity and affordable housing near transit.

In alignment with the 2015 Action Plan, the City of Vancouver and Vancouver Housing Authority partnered to make a catalytic investment in the Fourth Plain community that will provide family-sized affordable housing, up-stream services for both businesses and residents, and much needed community spaces all near schools and other community services and on a high capacity transit line (The Vine BRT).

The Vancouver Housing Authority will own and operate more than 100 affordable housing units, and the City of Vancouver will own the ground

floor commercial space that will include the following components:

- A commercial kitchen incubator to launch and support emerging food-based businesses*
- A shared office space to co-locate upstream services to make it easier for residents and businesses to access resources on the corridor*
- A community event space that can be rented for festivals, birthdays, trainings, and other events*
- A public plaza with infrastructure to support a Vancouver Farmer's Market satellite market and other community-serving events*
- A play area and activity lawn to provide outdoor recreation opportunities for the community*

In 2019, the City of Vancouver and Vancouver Housing Authority contracted with Salazar Architects Inc. after a competitive procurement process to lead design of the project. The first phase focused on design of the residential portion of the building, the warm shell for the City-owned commercial spaces and the public plaza, including leading community engagement to better understand community needs and desires for the space to be integrated into the design.

A new contract with Salazar Architects is needed to complete the design of the tenant improvements for the City-owned commercial spaces that was included in the 2019 RFQ process, plus selection and installation of furniture, fixtures and equipment (FF&E) and cost estimating for the complete build out of the commercial spaces.

Request: Authorize the City Manager or his designee to execute a Professional Services Agreement with Salazar Architects Inc. to provide architectural and engineering services for the Fourth Plain Commons project in an amount not to exceed \$400,000, and authorize the City Manager or his designee to amend the contract as needed and to amend the value up to 10% of the not-to-exceed value stated here-in.

Shannon Williams, Associate Long Range Planner, 360-487-7898

Motion approved the request.

2. 2021 First Supplemental Budget

Staff Report 086-21

AN ORDINANCE relating to the 2021-22 Biennial Budget; making various appropriations in various funds which were not and could not reasonably have been foreseen at the time of budget adoption; declaring an emergency; and

setting an immediate effective date.

Summary

The first supplemental of 2021 includes mostly administrative items, such as bond refinancing, carryforwards of projects from 2020, grants related to stimulus support and one-time support from an increase in revenues that was unexpected due to the coronavirus pandemic.

The recommended expenditure appropriation increases for the City's Operating and Capital funds included in the 2021 First Supplemental Budget totals \$107.9 million. An increase of \$50.7 million relates to recommended changes in the Operating budget, with the remaining appropriation increase of \$57.2 million representing changes in capital projects and supporting funding transfers. The Supplemental will result in utilizing \$41.6 million in City resources; of that amount, the General Fund's share is \$3.5 million.

Appropriation increases to the General, Street and Fire funds total \$19.8 million over the biennium. Major items are summarized below:

- Reinstatement of budget appropriation for 20 full-time equivalent positions (FTEs) across the organization that were frozen during the Adopted budget;*
- A set-aside for future funding of public infrastructure in Section 30;*
- Professional Services in Community Planning to support the Critical Areas Code Update and Complete Streets Evaluation;*
- Carry-forward items that were appropriated in 2020, but not fully expended due to timing delays, including Mark-43 system implementation that will replace the VPD RegJIN records system, remaining appropriation in the Pavement Management program, vehicle purchases delayed due to the pandemic and a number of other smaller items;*
- Miscellaneous grants including Interstate Bridge Replacement memorandum of understanding (MOU) funding two FTEs, a grant for a mobile forensic vehicle, and multiple federal grants to fund equipment and personnel (training/overtime).*

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

- Bond refinancing of two debt issues represents the single largest supplemental item in other funds. One of these was approved in 2020 with forward delivery in 2021 and one was approved in June of 2021. The total appropriation increase needed to complete the transaction is \$17.4 million. Refinancing will result in significant savings over the remaining life of the bonds;*
- Federal HOME Investment Partnerships Program (HOME) and*

Community Development Block Grant (CDBG) stimulus grants of \$3.5 million;

- Contribution to Vancouver Housing Authority (VHA) from the Affordable Housing Sales Tax Fund to support purchase of a facility to house the population experiencing homelessness;*
- Human Resources and Risk Management support of professional services to support a market study, a citywide program to reduce injuries and a citywide training program.*

The total net Capital Budget appropriation of \$57.2 million (including internal transfers) is included in the First Supplemental of 2021. Expenditures by project are outlined in Attachment C to the ordinance. Following are some of the changes to projects included in the Supplemental:

- Parks capital projects totaling \$7.3 million for:*
 - Heights infrastructure design, including parks, streets and utilities infrastructure design and construction drawings;*
 - Park Impact Fee (PIF)-funded contingency to fund acquisition of new land parcels in District C.*
- General Capital/Asset Management projects totaling \$17.2 million for:*
 - Vancouver Fire Station 3 relocation/replacement, including land acquisition and station design;*
 - Old library building major maintenance, including roof replacement and other items;*
 - An increase in cost of the Tower Mall demolition project due to the timing delay and current bidding environment;*
 - Vancouver Police Training Facility and Headquarters (Chkalov 521) building remodel;*
 - Marshall Community Center pool resurfacing.*
- Water, Wastewater and Streets/Transportation totaling \$11.1 million for:*
 - Water Station 5 to Water Station 9 Transmission Piping to improve transmission capacity;*
 - Water Station 1 Reservoirs replacement;*
 - 4th Plain Blvd. (36th to Lincoln Ave) Water Main replacement;*
 - 63rd Street Pump Station re-build/relocation;*
 - Westside electrical design upgrade;*
 - True-up of the SE 1st Street (177th Ave to 192nd Ave) transportation project due to an updated engineering estimate, and the related funding from the Transportation Benefit District.*
- Capital Funding Transfers Supporting the City's Capital projects Budget total \$21.5M*

Attachment B of the ordinance outlines changes to FTEs, with an overall new increase of 11.5 FTEs recommended in the 2021 First Supplemental. Of those, 4.0 new, unfunded FTEs were added in the General, Street and Fire funds. Major changes from Attachment B are listed below:

- *Administrative capacity due to reorganization by the following:*
 - *Add 1.5 FTEs, (Management Analyst & Support Specialist), in the newly created Economic Health & Housing Department;*
 - *Add 1.0 FTE (Administrative Assistant) in Parks, Recreation & Culture;*
 - *Align a Support Specialist from Affordable Housing Fund (-1.0 FTE) to City Manager's Office (+1.0 FTE) to support new Deputy City Manager.*
- *Positions to support grant and revenue-funded work:*
 - *Add 2.0 Limited-Term FTEs supported through the Interstate Bridge Replacement MOU, which includes 1.0 FTE (Associate Planner) in Economic Development and 1.0 FTE (Senior Traffic Engineer) in Public Works*
 - *Add 1.0 Limited-Term FTE (Associate Planner) in Economic Development working on Complete Street priorities and funded through the City's Street Funding Strategy*
 - *Extended 1.0 Limited-Term FTE (Associate Planner) working on the Commute Trip Reduction Program through the end of the biennium majority supported by the Commute Trip Reduction Grant and supplemented by General Fund for additional transportation planning efforts*
 - *Add 1.0 Limited-Term (Principal Planner) to support increased work from the American Rescue Plan HOME grant*
- *Other FTE changes to support the organization:*
 - *Reinstate 1.0 FTE (Program Coordinator) at Pearson Airport*
 - *Reinstate 0.5 FTE (Legal Secretary) for HART Diversion*
 - *Add 1.0 FTE (Capital Projects Manager) to support Citywide projects such as the Heights and Section 30*
 - *Add 1.0 FTE in Human Resources to support employee engagement, wellness, and recognition*
 - *Increase 0.75 FTE (Program Coordinator) in Parks and Recreation to 1.0 FTE*
 - *Increase 0.75 FTE (Program Coordinator - Law) in Legal to 1.0 FTE*

Request: On Monday, June 14, 2021, approve ordinance on first reading, setting date of second reading and public hearing for Monday, June 21, 2021.

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

Mayor McEnerny-Ogle read the title of the ordinance into the record.

Motion approved the request.

3. **Approval of Claim Vouchers**

Request: Approve claim vouchers for June 14, 2021.

Motion approved claim vouchers for June 14, 2021, in the amount of \$2,883,466.30.

Community Forum

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

- Cathryn Chudy, Vancouver, urged the Council to be ambitious in its climate action goals, and stated the Council holding its ground related to sustainability measures for development projects shows Vancouver is a leader on sustainability.
- Mary Elkin, Vancouver, expressed concerns that nothing had been included in the first supplemental budget to help improve Vancouver Fire Department response times.
- Don Steinke, Vancouver, thanked the Council for pushing for higher sustainability standards for the Renaissance Boardwalk development, and stated recent state legislation regarding higher efficiency building standards should incentives builders to include such in their projects now.
- Alona Steinke, Vancouver, urged the City to continue its moratorium on large-scale fossil fuel facilities to ensure an increased number of trains transporting fossil fuels does not start traveling through Vancouver.

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

Executive Session re: Labor Negotiation Strategy (30 minutes)

Mayor McEnerny-Ogle announced the Council would be entering executive session to discuss labor negotiations strategy for about 30 minutes and no action would be taken. The executive session was held virtually. Council re-entered public session at 7:17 p.m.

Adjournment

7:19 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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

To: Vancouver City Council and Staff
Citizen Forum Public Comment/June 14, 2021/Cathryn Chudy

Back in 2020 the Vancouver community climate survey sought input on vision and priority setting, at the start of the Climate Strategy development process. The survey asked a specific question: *“When you think about taking action on sustainability or climate change, how ambitious do you want Vancouver to be?”* Not surprisingly, a majority of those surveyed responded that they want Vancouver to be **“much more ambitious.”**

Workshops have been held with both the City Council and the Planning Commission to review progress being made in taking the results of the community survey along with the updated greenhouse gas emissions inventory and input from community roundtable conversations with various groups in Vancouver, to move forward from strategy to action. Covid and budget constraints have slowed the timeline for adoption of a final Climate Action Plan from the end of 2021 to the second quarter of 2022. However, the intention and the forward momentum has been made clear: Vancouver is on a path to become “a City that Leads” with the priority being “emissions reductions first; minimizing offsets.” This calls for Council decisions relative to long term development (formalized in Development Agreements) to reflect the community’s desire for Vancouver to be “much more ambitious” on sustainability and climate action.

It should come as no surprise, then, to the developers involved in pursuing lucrative development agreements with the city, that our City Council is serious about setting higher sustainability expectations, very much in the public interest and in line with our community asking for Vancouver to be “much more ambitious” in taking action on sustainability and climate change. We cannot “Lead” and be “much more ambitious” in reducing emissions without ensuring new development does its share now, not off in the distant future.

I am thankful that you as a City Council joined Council Members Paulsen and Stober to vote unanimously to delay the decision on the Development Agreement for the Renaissance Boardwalk project, noting that more ambitious energy conservation measures are called for as the developer seeks the substantial tax breaks that the city can offer, provided the “public benefit” is strong enough to warrant those tax breaks. There is no stronger public benefit than taking action now to couple the benefits Kirkland seeks with the co-benefit of an ambitious energy conservation expectation for this signature project. Holding your ground can demonstrate that Vancouver is truly walking its talk in being a “City that Leads” on sustainability measures.

I have been at numerous City Council meetings in the past year in which young people have shown up to remind you that you hold their future well being in your hands with the decisions you make now. The only way to show that you take their voices seriously and that you are listening to what they are asking of you is to make wise decisions going forward as you negotiate Development Agreements such as the one facing you with Kirkland on July 12th. Catastrophic climate change is what is changing the rules of the game when it comes to the urgent need to reduce emissions as much as possible now, not later, and you, as our elected representatives, have the right to act accordingly with that urgency firmly in mind.

From: [City of Vancouver - Office of the City Manager](#)
To: [Delapena, Amanda](#)
Subject: FW: Don Steinke's comments June 14, 2021
Date: Thursday, June 17, 2021 12:08:17 PM

From: Don Steinke <crvancouverusa@gmail.com>
Sent: Monday, June 14, 2021 8:44 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Cc: Cathryn Chudy <chudyca@gmail.com>
Subject: Don Steinke's comments June 14, 2021

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

Hello Everyone, my name is Don Steinke. I taught physics for 9 years in Camas and various other math and science classes for 27 years at Fort Vancouver High School. Thank you, Council, for pushing for higher Energy Efficiency Standards on the Waterfront East side. There are at least three new laws that are relevant.

First law: I called a technical advisor for the Building Code Council and he says that our 2018 code is the strongest in the nation and that it is just now being rolled out. He says that it is an unfunded mandate which means there is no budget for training your staff, and he is swamped fielding calls from businesses around the state including Clark County. I hope your staff is getting up to speed.

2nd law: In 2019 my friend, Representative Doglio was the prime sponsor of HB1257 which was signed into law. As best as I understand it, HB 1257 sets higher energy efficiency requirements for all non-residential buildings over 50,000 square feet that will exist in 2028. Larger buildings will need to make upgrades sooner.

Furthermore, the law provides an incentive for those that comply early. The County Assessor is charged with identifying the qualifying properties. No taxes were raised to provide for the incentive. The funding for the incentive will be from the taxes paid to the state by the utilities. It seems like builders could plan on getting the incentive before they start, and its cheaper to do so during planning than as an upgrade. I sent this information to you about 1 or 2 years ago, urging you to notify the planning dept.

3rd law: Last month, the Climate Commitment Act SB 5126 was signed into law. It's an improved version of California's Cap and Trade Program. Initially, the gas utilities will be given free allowances for pollution but they will be required to sell those allowances and give the money to low-income households to neutralize the cost increases for the other gas customers. New customers signed up after a certain date will benefit regardless of income.

In other words, it is in a developer's interest to invest in efficiency and all-electric heat pumps for space and water heating.

A heat pump is like a reversible refrigerator. The standard fridge extracts heat from warm foods and transfers the heat to another space using a compressor and refrigerant.

We've heated our home 99% of the time for nearly fifty years, with an air-source heat pump. It is far more efficient than electric resistance heat. Air source heat pumps loose efficiency during times of freezing rain and when very cold, but a ground source heat=pump would not have that problem.

A ground source heat-pump is ideal for commercial properties. The ground has a nearly constant temperature around 53 degrees and is ideal for a starting source of heat in the winter and as a heat sink in the summer. I believe the headquarters for the Banfield Pet Hospital uses a ground source heat pump.

Take a look at the new PAE building in downtown Portland. It is Leed Platinum plus certified as a Living Building which means it is net zero energy. It's on Pine between 1st and 2nd. I've included links to HB 1257 and SB 5126 in my written comments sent this morning to Amanda. Thanks for the opportunity to speak.

From HB 1257 (biennium 2019-2020)

<http://lawfilesexternal.leg.wa.gov/biennium/2019-20/Pdf/Bills/House%20Passed%20Legislature/1257-S3.PL.pdf#page=1>

Sec. 1. (1) The legislature finds that state policy encouraging energy efficiency has been extremely successful in reducing energy use, avoiding costly investment in new generating capacity, lowering customer energy bills, and reducing air pollution and greenhouse gas emissions. The state's 2019 biennial energy report indicates that utility conservation investments under the energy independence act, now save consumers more than seven hundred fifty million dollars annually, helping to keep Washington's electricity prices among the lowest in the nation.

"Covered commercial building" means a building where the sum of nonresidential, hotel, motel, and dormitory floor areas exceeds fifty thousand gross square feet, excluding the parking garage area.

From SB 5126 (biennium 2021-22)

<http://lawfilesexternal.leg.wa.gov/biennium/2021-22/Pdf/Bills/Session%20Laws/Senate/5126-S2.SL.pdf#page=1>

NEW SECTION. Sec. 15. ALLOCATION OF ALLOWANCES TO NATURAL GAS UTILITIES.

(1) For the benefit of ratepayers, allowances must be allocated at no cost to covered entities that are natural gas utilities.

(a) By October 1, 2022, the department shall adopt rules, in consultation with the utilities and transportation commission, establishing the methods and procedures for allocating allowances to natural gas utilities.

Rules adopted under this subsection must allow for a natural gas utility to be provided allowances at no cost to cover their emissions and decline proportionally with the cap, consistent with section of this act. Allowances allocated at no cost to natural gas utilities must be consigned to auction for the benefit of ratepayers consistent with subsection (2) of this section, deposited for compliance, or a combination of both. The rules adopted by the department pursuant to this section must include provisions directing revenues generated under this subsection to the applicable utilities.

(b) By October 1, 2022, the department shall adopt an allocation schedule by rule, in consultation with the utilities and transportation commission, for the first two compliance periods for the provision of allowances for the benefit of ratepayers at no cost to natural gas utilities.

(c) By October 1, 2028, the department shall adopt an allocation schedule by rule, in

consultation with the utilities and transportation commission, for the provision of allowances for the benefit of ratepayers at no cost to natural gas utilities for the compliance periods contained within calendar years 2031 through 2040.

(2)(a) Beginning in 2023, 65 percent of the no cost allowances must be consigned to auction for the benefit of customers, including at a minimum eliminating any additional cost burden to low-income customers from the implementation of this chapter. Rules adopted under this subsection must increase the percentage of allowances consigned to auction by five percent each year until a total of 100 percent is reached.

(b) Revenues from allowances sold at auction must be returned by providing nonvolumetric credits on ratepayer utility bills, prioritizing low-income customers, or used to minimize cost impacts on low-income, residential, and small business customers through actions that include, but are not limited to, weatherization, decarbonization, conservation and efficiency services, and bill 5 assistance. The customer benefits provided from allowances consigned to auction under this section must be in addition to existing requirements in statute, rule, or other legal requirements.

(c) Except for low-income customers, the customer bill credits under this subsection are reserved exclusively for customers at locations connected to a natural gas utility's system on the effective date of this section. Bill credits may not be provided to customers of the gas utility at a location connected to the system after the effective date of this section.

(3) In order to qualify for no cost allowances, covered entities that are natural gas utilities must provide copies of their greenhouse gas emissions reports filed with the United States environmental protection agency under 40 C.F.R. Part 98 subpart NN - suppliers of natural gas and natural gas liquids for calendar years 2015 through 2021 to the department on or before March 31, 2022. The copies of the reports must be provided in electronic form to the department, in a manner prescribed by the department.

The reports must be complete and contain all information required by 40 C.F.R. 23 Sec. 98.406 including, but not limited to, information on large end users served by the natural gas utility. For any year where a natural gas utility was not required to file this report with the United States environmental protection agency, a report may be submitted in a manner prescribed by the department containing all of the information required in the subpart NN report.^{28 29}

(4) To continue receiving no cost allowances, a natural gas utility must provide to the department the United States environmental protection agency subpart NN greenhouse gas emissions report for each reporting year in the manner and by the dates provided by RCW 70A.15.2200(5) as part of the greenhouse gas reporting requirements of this chapter.

Don s

From: [City of Vancouver - Office of the City Manager](#)
To: [Delapena, Amanda](#)
Subject: FW: Kirkland Renaissance Boardwalk
Date: Thursday, June 17, 2021 12:07:28 PM

From: Peter L. Fels <plfels@gmail.com>
Sent: Sunday, June 13, 2021 7:39 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Cc: Lande, Aaron <aaron.lande@cityofvancouver.us>; calley.hair@columbian.com; ACE <alliance.swwa@gmail.com>; Fox, Sarah <sarah.fox@cityofvancouver.us>; Glover, Linda <Linda.Glover@cityofvancouver.us>; Lebowsky, Laurie (City Council) <laurie.lebowsky@cityofvancouver.us>; Paulsen, Erik <erik.paulsen@cityofvancouver.us>; Hansen, Bart <Bart.Hansen@cityofvancouver.us>; McEnerny-Ogle, Anne <Anne.McEnerny-Ogle@cityofvancouver.us>; Stober, Ty <Ty.Stober@cityofvancouver.us>; Don Steinke <crvancouverusa@gmail.com>; Cathryn Chudy <chudyca@gmail.com>; Eiken, Chad <Chad.Eiken@cityofvancouver.us>
Subject: Kirkland Renaissance Boardwalk

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

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

RE: Renaissance Boardwalk by Kirkland

Dear Mayor and Councilors:

Thank you for sending the Renaissance Boardwalk project's proposed Development Agreement back to the drawing board.

Kirkland Development should not complain about having to meet higher sustainability standards for development approval. It has been known for years that energy conservation measures save money and the environment. However, developers like Kirkland prefer to reduce upfront costs and pass expenses to the users. That also passes the costs of climate change on to the rest of us.

While the City has taken time to develop a climate strategy, Kirkland should have known the direction the City is moving.

Kirkland is asking for substantial tax breaks from the City. It claims it is doing us a favor by removing the old pier, and this is a "public benefit" which allows it to get the tax break.

However, replacing the boardwalk is not entirely altruistic: keeping the old dilapidated walkway would create potential liability if a guest were hurt there. Replacing the pier also allows pedestrians easy access to Kirkland's proposed restaurants and other amenities, and the increased foot traffic obviously will be to their benefit. So that "public benefit" is a smokescreen.

Other developers such as Banfield Pet Hospital, the VIC and HP at Section 30 have recognized the benefits to themselves as well as for the community of using highly sustainable practices because they attract higher quality tenants.

Please stand your ground in requiring a higher certification standard than LEED Silver. This proposed development is at one of the major gateways to the City and should be a showplace which sets the standard for other developments to come. They should be required to meet the highest sustainability standards to provide a true public benefit.

As I will be unable to testify at the Community Forum Monday evening, I ask that you place this correspondence into the record.

Sincerely,

s/ Peter Fels

June 21, 2021 - Vancouver City Council Meeting Minutes

WORKSHOPS

Workshops were conducted remotely over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS, or listen via the GoToMeeting conference call.

Councilmember Fox arrived at 5:10 p.m. Councilmember Lebowsky recused herself at 5:26 p.m.

5:00-6:00 p.m. Interstate Bridge Replacement Program: Vancouver's Program Priorities

Rebecca Kennedy, Deputy Director, Community and Economic Development, 360-487-7896; Katherine Kelly, Senior Transportation Policy Advisor, 360-487-7947

Summary

Staff provided Council with an overview of the program history and current process related to replacing the Interstate 5 Bridge, and sought direction on the City's proposed desired outcomes from the current program.

REGULAR COUNCIL MEETING

This meeting was conducted remotely over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting

via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS. Public access and testimony on Consent Agenda and Public Hearing items were also facilitated via the GoToMeeting conference call.

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle. This meeting was conducted remotely over video conference.

Present: Councilmembers Paulsen, Lebowsky, Glover, Stober, Hansen, Mayor McEnerny-Ogle

Absent: Councilmember Fox

Motion by Councilmember Hansen, seconded by Councilmember Glover, and carried unanimously to excuse Councilmember Fox.

Also present on the call were the following: Eric Holmes, City Manager; Brian Carlson, Deputy City Manager; Jonathan Young, City Attorney; Amanda Delapena, Assistant to the City Council; Jennifer Belknap Williamson, Public Works Director; Lisa Brandl, Deputy Finance Director; Teresa Brum, Economic Development Division Manager; Jennifer Campos, Principal Transportation Planner; Linda Carlson, Property Management Specialist; Chad Eiken, Community and Economic Development Director; Annette Griffy, Utility Engineering Program Manager; Rebecca Kennedy, Long Range Planning Manager; Ryan Lopossa, Streets and Transportation Manager; Chris Malone, Public Works Finance and Asset Manager; Kris Olinger, Senior Civil Engineer; Natasha Ramras, Chief Financial Officer; and members of the public.

Approval of Minutes

Minutes - May 24, 2021

Motion by Councilmember Glover, seconded by Councilmember Lebowsky, and carried unanimously to approve the meeting minutes of May 24, 2021.

Minutes - June 7, 2021

Motion by Councilmember Lebowsky, seconded by Councilmember Paulsen, and carried unanimously to approve the meeting minutes of June 7, 2021.

Community Communication (Item 1-2)

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

- John Peterson, General Manager for Clark Regional Wastewater District, spoke in favor of Item 1 and thanked the City for its partnership.

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

Consent Agenda (Item 1-2)

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

1. Amended and Restated Coordination of Services Agreement between Clark Regional Wastewater District and the City of Vancouver

Staff Report 087-21

Summary

The City of Vancouver and Clark Regional Wastewater District (District) originally entered into the Coordination of Services Agreement on June 28, 2010, to cooperatively plan and coordinate the delivery of wastewater services for the public served by both agencies. The Agreement has served the City and the District well for many years and there have been significant accomplishments over time for the partnership.

With more than a decade passing since the original agreement was approved, staff from both agencies have worked to update the agreement within the original intent and guiding principles to address changes in the following areas:

- *Formation of the Discovery Clean Water Alliance in 2013*
- *Transfer of the Ridgefield wastewater collection system to the District in 2015*
- *Recent investment by the District in its administrative and operations center campus facilities*
- *Updates to relevant portions of RCW 35.13A (governing assumption of jurisdiction of water and sewer districts)*

Request: Authorize the Mayor to sign the Amended and Restated Clark Regional Wastewater District and City of Vancouver Coordination of Services Agreement.

Brian Carlson, Deputy City Manager, 360-487-7131

Motion approved the request.

2. **Approval of Claim Vouchers**

Request: Approve claim vouchers for June 21, 2021.

Motion approved claim vouchers for June 21, 2021, in the amount of \$10,906,243.26.

Public Hearings (Items 3-5) - see general protocol above

3. **Declaration of Real Property as Surplus - Holly Acres**

Staff Report 088-21

A RESOLUTION of the City of Vancouver declaring certain real property as surplus, directing its disposal and method of disposition.

The property proposed for surplus is an 819-square-foot section of land ("subject property") that is part of an approximately 0.38-acre City-owned parcel that houses a cul-de-sac at NE 109th Avenue (parcel #165381-000). City staff has determined that the 819 square feet of the subject property is not needed for municipal purposes.

When the abutting property owner along the south boundary purchased their property, a fence was installed to separate their property from the neighboring property to the north. The alignment of this fence was assumed to be the boundary line of the two privately owned parcels, but in fact, resulted in an unintentional encroachment by the two landowners onto City of Vancouver property. As a result of continued assumption of the fence as the property boundary, the adjacent landowners have each maintained the property.

The City has been in discussions with the adjacent property owners regarding the encroachment. City staff recommends settlement of the matter by executing a boundary line adjustment and sale of the subject property as follows: (1) adjust the boundary line so that the subject property follows the existing fence line and is incorporated into the abutting parcels and, (2) receive payment for the real property, which is 819 square feet.

The subject property is shown on the map as Exhibit C.

Council approved an ordinance (M-3923) which allows for disposition of real property. VMC Chapter 3.30 requires public hearing and adoption of a resolution declaring real property as surplus. The process has 2 steps; first council must declare the property as surplus, and then Council

may approve the disposition of the property under a separate action. This staff report is step one of the process.

Request: On Monday, June 21, 2021, subject to public hearing, adopt a resolution declaring certain real property (portion of assessor parcel 165381-000) as surplus.

Linda Carlson, Property Management Specialist, 360-487-8423

Chris Malone, Public Works Finance and Asset Manager, provided an overview of the proposed surplus disposition.

Mayor McEnerny-Ogle opened the public hearing and received the following testimony:

- Glen Yung, Vancouver, questioned whether it the City had ever intended for the subject parcel to be utilized to provide pedestrian or bicycle connectivity in the area.

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

Motion by Councilmember Stober, seconded by Councilmember Glover, and carried unanimously to adopt Resolution M-4130 declaring the subject property surplus.

4. Approval of Comprehensive Six-Year Transportation Improvement Program (TIP) for the years 2022-2027

Staff Report 089-21

A RESOLUTION adopting the City of Vancouver's Comprehensive Six-Year Transportation Improvement Program for 2022-2027 and revising the City's Arterial Street System and Classification Map.

The 2022–2027 TIP presents a transportation development program that supports implementation of the City's adopted Comprehensive Plan. The project lists clearly identify those projects and programs that are intended to receive funding from the sources approved as part of the Street Funding Strategy. The TIP can be amended at any time by Council action, if needed.

The TIP also provides updates to the Arterial Classification Map. The arterial map update includes minor revisions such as revising the classification of some arterials to match development plans in the vicinity and change the status of some arterials from unconstructed to constructed.

More updates to the arterial map are expected as part of the upcoming Transportation System Plan update.

New in the 2022-2027 TIP is a project prioritization pilot. Staff utilized the City's Comprehensive Plan policies, financial policies, and strategic goals to define criteria to prioritize transportation projects. The process will be further refined as part of the upcoming Transportation System Plan update, but this interim process allowed staff to prioritize projects based on the City's current policies and goals. The scoring is from 0-100 and can be found on the left side of the funded and partially funded project lists.

Request: On Monday, June 21, 2021, subject to public hearing, adopt a resolution approving the proposed 2022-2027 Transportation Improvement Program.

*Chris Malone, Public Works Finance and Asset Manager,
360-487-7711*

Mr. Malone provided background information on the Transportation Improvement Program (TIP) and an overview of the proposed 2022-27 TIP.

Councilmember Stober expressed concerns about the way this year's TIP process was rolled out with the City's Transportation and Mobility Commission (TMC). He stated a lot of time has been invested in establishing that commission and it is important efforts are redoubled to bring those commissioners into a feeling that they are heard and respected and have the opportunity to provide input into this process.

Mayor McEnerny-Ogle opened the public hearing and received the following testimony:

- Glen Yung, Vancouver, thanked Councilmember Stober for noting some of the process issues with the TMC, and recommended putting the prioritization process back into the hands of the commission. He also stated some projects should not be subject to prioritization, due to their essential nature.

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

Councilmember Lebowsky asked for confirmation that staff intends involve the TMC in a much more active role for future future TIP cycles, but that was not able to happen this year as the commissioners were seated at the beginning of the year and required orientation. Mr. Malone confirmed that was the case and there would be a more robust plan in future years. He explained the state requires cities to adopt the annual TIP by July 1 every year. He stated staff also intends to review the prioritization plan with the commission as part of the Transportation System Plan update process.

Motion by Councilmember Lebowsky, seconded by Councilmember Paulsen, and carried unanimously to adopt Resolution M-4131 approving the request.

5. 2021 First Supplemental Budget

Staff Report 086-21

AN ORDINANCE relating to the 2021-22 Biennial Budget; making various appropriations in various funds which were not and could not reasonably have been foreseen at the time of budget adoption; declaring an emergency; and setting an immediate effective date.

The first supplemental of 2021 includes mostly administrative items, such as bond refinancing, carryforwards of projects from 2020, grants related to stimulus support and one-time support from an increase in revenues that was unexpected due to the coronavirus pandemic.

The recommended expenditure appropriation increases for the City's Operating and Capital funds included in the 2021 First Supplemental Budget totals \$107.9 million. An increase of \$50.7 million relates to recommended changes in the Operating budget, with the remaining appropriation increase of \$57.2 million representing changes in capital projects and supporting funding transfers. The Supplemental will result in utilizing \$41.6 million in City resources; of that amount, the General Fund's share is \$3.5 million.

Appropriation increases to the General, Street and Fire funds total \$19.8 million over the biennium. Major items are summarized below:

- Reinstatement of budget appropriation for 20 full-time equivalent positions (FTEs) across the organization that were frozen during the Adopted budget;*
- A set-aside for future funding of public infrastructure in Section 30;*
- Professional Services in Community Planning to support the Critical Areas Code Update and Complete Streets Evaluation;*
- Carry-forward items that were appropriated in 2020, but not fully expended due to timing delays, including Mark-43 system implementation that will replace the VPD RegJIN records system, remaining appropriation in the Pavement Management program, vehicle purchases delayed due to the pandemic and a number of other smaller items;*
- Miscellaneous grants including Interstate Bridge Replacement memorandum of understanding (MOU) funding two FTEs, a grant for a mobile forensic vehicle, and multiple federal grants to fund equipment and personnel (training/overtime).*

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

- Bond refinancing of two debt issues represents the single largest supplemental item in other funds. One of these was approved in 2020 with forward delivery in 2021 and one was approved in June of 2021. The total appropriation increase needed to complete the transaction is \$17.4 million. Refinancing will result in significant savings over the remaining life of the bonds;*
- Federal HOME Investment Partnerships Program (HOME) and Community Development Block Grant (CDBG) stimulus grants of \$3.5 million;*
- Contribution to Vancouver Housing Authority (VHA) from the Affordable Housing Sales Tax Fund to support purchase of a facility to house the population experiencing homelessness;*
- Human Resources and Risk Management support of professional services to support a market study, a citywide program to reduce injuries and a citywide training program.*

The total net Capital Budget appropriation of \$57.2 million (including internal transfers) is included in the First Supplemental of 2021. Expenditures by project are outlined in Attachment C to the ordinance. Following are some of the changes to projects included in the Supplemental:

- Parks capital projects totaling \$7.3 million for:*
 - Heights infrastructure design, including parks, streets and utilities infrastructure design and construction drawings;*
 - Park Impact Fee (PIF)-funded contingency to fund acquisition of new land parcels in District C.*
- General Capital/Asset Management projects totaling \$17.2 million for:*
 - Vancouver Fire Station 3 relocation/replacement, including land acquisition and station design;*
 - Old library building major maintenance, including roof replacement and other items;*
 - An increase in cost of the Tower Mall demolition project due to the timing delay and current bidding environment;*
 - Vancouver Police Training Facility and Headquarters (Chkalov 521) building remodel;*
 - Marshall Community Center pool resurfacing.*
- Water, Wastewater and Streets/Transportation totaling \$11.1 million for:*
 - Water Station 5 to Water Station 9 Transmission Piping to improve transmission capacity;*
 - Water Station 1 Reservoirs replacement;*

- *4th Plain Blvd. (36th to Lincoln Ave) Water Main replacement;*
 - *63rd Street Pump Station re-build/relocation;*
 - *Westside electrical design upgrade;*
 - *True-up of the SE 1st Street (177th Ave to 192nd Ave) transportation project due to an updated engineering estimate, and the related funding from the Transportation Benefit District.*
- *Capital Funding Transfers Supporting the City's Capital projects*
Budget total \$21.5M

Attachment B of the ordinance outlines changes to FTEs, with an overall new increase of 11.5 FTEs recommended in the 2021 First Supplemental. Of those, 4.0 new, unfunded FTEs were added in the General, Street and Fire funds. Major changes from Attachment B are listed below:

- *Administrative capacity due to reorganization by the following:*
 - *Add 1.5 FTEs, (Management Analyst & Support Specialist), in the newly created Economic Health & Housing Department;*
 - *Add 1.0 FTE (Administrative Assistant) in Parks, Recreation & Culture;*
 - *Align a Support Specialist from Affordable Housing Fund (-1.0 FTE) to City Manager's Office (+1.0 FTE) to support new Deputy City Manager.*
- *Positions to support grant and revenue-funded work:*
 - *Add 2.0 Limited-Term FTEs supported through the Interstate Bridge Replacement MOU, which includes 1.0 FTE (Associate Planner) in Economic Development and 1.0 FTE (Senior Traffic Engineer) in Public Works*
 - *Add 1.0 Limited-Term FTE (Associate Planner) in Economic Development working on Complete Street priorities and funded through the City's Street Funding Strategy*
 - *Extended 1.0 Limited-Term FTE (Associate Planner) working on the Commute Trip Reduction Program through the end of the biennium majority supported by the Commute Trip Reduction Grant and supplemented by General Fund for additional transportation planning efforts*
 - *Add 1.0 Limited-Term (Principal Planner) to support increased work from the American Rescue Plan HOME grant*
- *Other FTE changes to support the organization:*
 - *Reinstate 1.0 FTE (Program Coordinator) at Pearson Airport*
 - *Reinstate 0.5 FTE (Legal Secretary) for HART Diversion*
 - *Add 1.0 FTE (Capital Projects Manager) to support Citywide projects such as the Heights and Section 30*
 - *Add 1.0 FTE in Human Resources to support employee engagement, wellness, and recognition*

- *Increase 0.75 FTE (Program Coordinator) in Parks and Recreation to 1.0 FTE*
- *Increase 0.75 FTE (Program Coordinator - Law) in Legal to 1.0 FTE*

Request: On Monday, June 21, 2021, subject to second reading and public hearing, approve the ordinance.

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

Mayor McEnemy-Ogle read the title of the ordinance into the record.

Lisa Brandl, Deputy Finance Director, provided an overview of the proposed supplemental budget.

Mayor McEnemy-Ogle opened the public hearing and, receiving no testimony, closed the public hearing.

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and carried unanimously to approve Ordinance M-4337.

Communications

A. From the Council

Councilmember Stober noted that due to the pandemic, the seating and work programs of the City's Arts and Culture Commission and the Transportation Mobility Commission have experienced delays. He noted that the terms of several members of both commissions are set to expire in 2021, and he proposed that the Council offer any member from these commissions automatic reappointment if their term is set to expire during this year.

Council agreed to the proposal by consensus.

B. From the Mayor

C. From the City Manager

a. Amendments to VMC 14.26 - Water Resources Protection Ordinance

Jennifer Belknap Williamson, Public Works Director, provided Council with an overview of a proposed outreach program to businesses that will be impacted by updates to VMC 14.26 that will be required by the State Department of Ecology.

b. Impact Fee Vesting Update

Chad Eiken, Community and Economic Development Director, provided an overview of upcoming proposed amendments to impact fee vesting regulations.

c. Disposition of Columbia Bank Garage

Mr. Eiken provided Council with background information on the Columbia Bank parking garage and an upcoming disposition proposal Council will consider at the June 28 Council meeting.

Adjournment

7:35 p.m.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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

Parks, Recreation & Cultural Services Comprehensive Plan 2022 – 2032 Update



July 12, 2021
Vancouver City Council Work Session

Julie Hannon, Director
Monica Tubberville, Senior Planner
Laura Hoggatt, Planner

Discussion Overview

- Purpose & Requirements
- Public Involvement Plan & Preliminary Survey Results
- “Essential Spaces”
- Major Plan Updates
- Next steps



Purpose & Requirements

- Reflect the Community we Serve
- State Grant Eligibility (6-year cycle)
- Growth Management Act (8-year cycle)
- Phased Coordination with City-wide Comprehensive Plan



Public Involvement Plan Goals

- Build community awareness and understanding of purpose
- Identify needs, concerns, and priorities of full, cross-section of interests.
- Equitable and inclusive community engagement
- Provide ample opportunities for engagement and feedback
- Utilize creative tools to develop group consensus and understanding.

Public Involvement Plan



- Be Heard Vancouver
 - Community Survey
 - Online engagement
 - Online Open House
- News releases
- Social Media
- CVTV: Survey launch and social media
- Stakeholders
- Community Events
- Flyers and signs

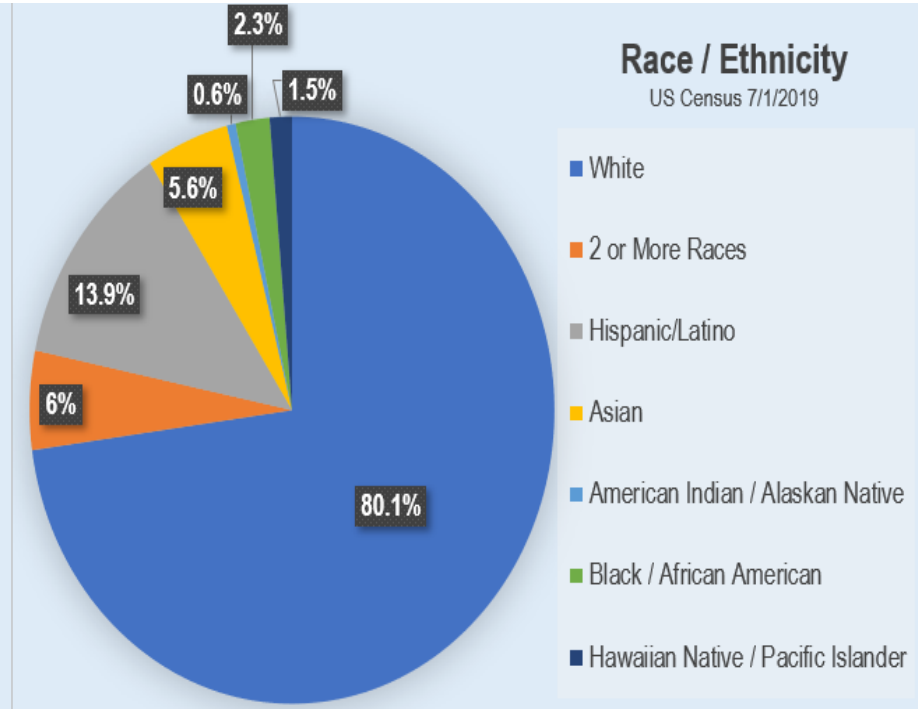
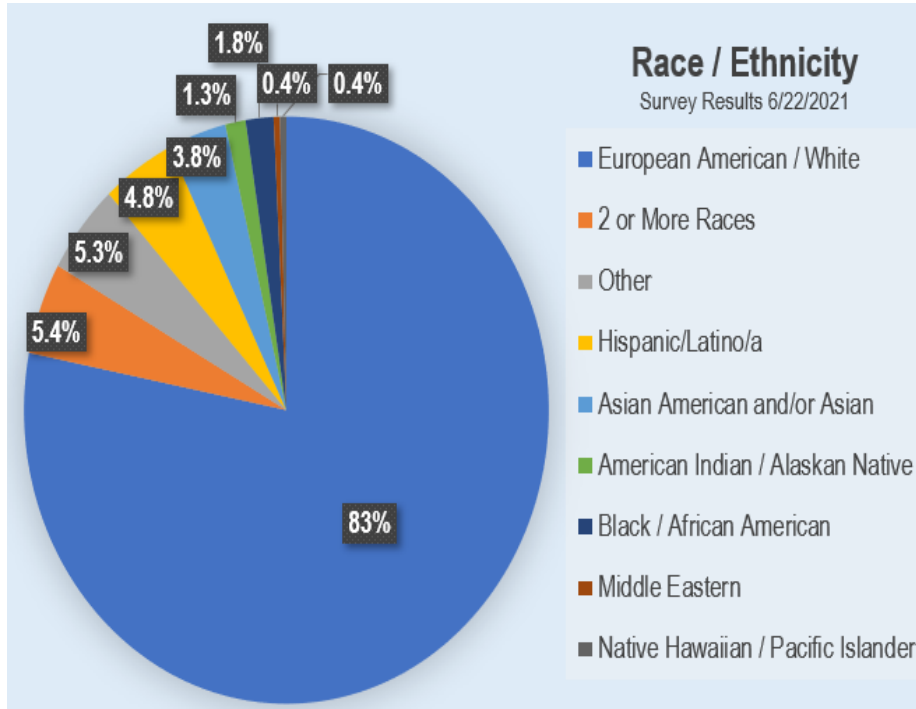
Community Survey – Preliminary Results



- 98% Agree public parks, trails, natural areas, community centers, programs, activities & events make Vancouver a more desirable place to live.
- 97% agree it's important to have a park or trail within walking distance from home
- 92% visited a park in the past 30 days
- 60% used a public trail in past 30 days
- 55% walk to their local park and 39% drive

Demographics

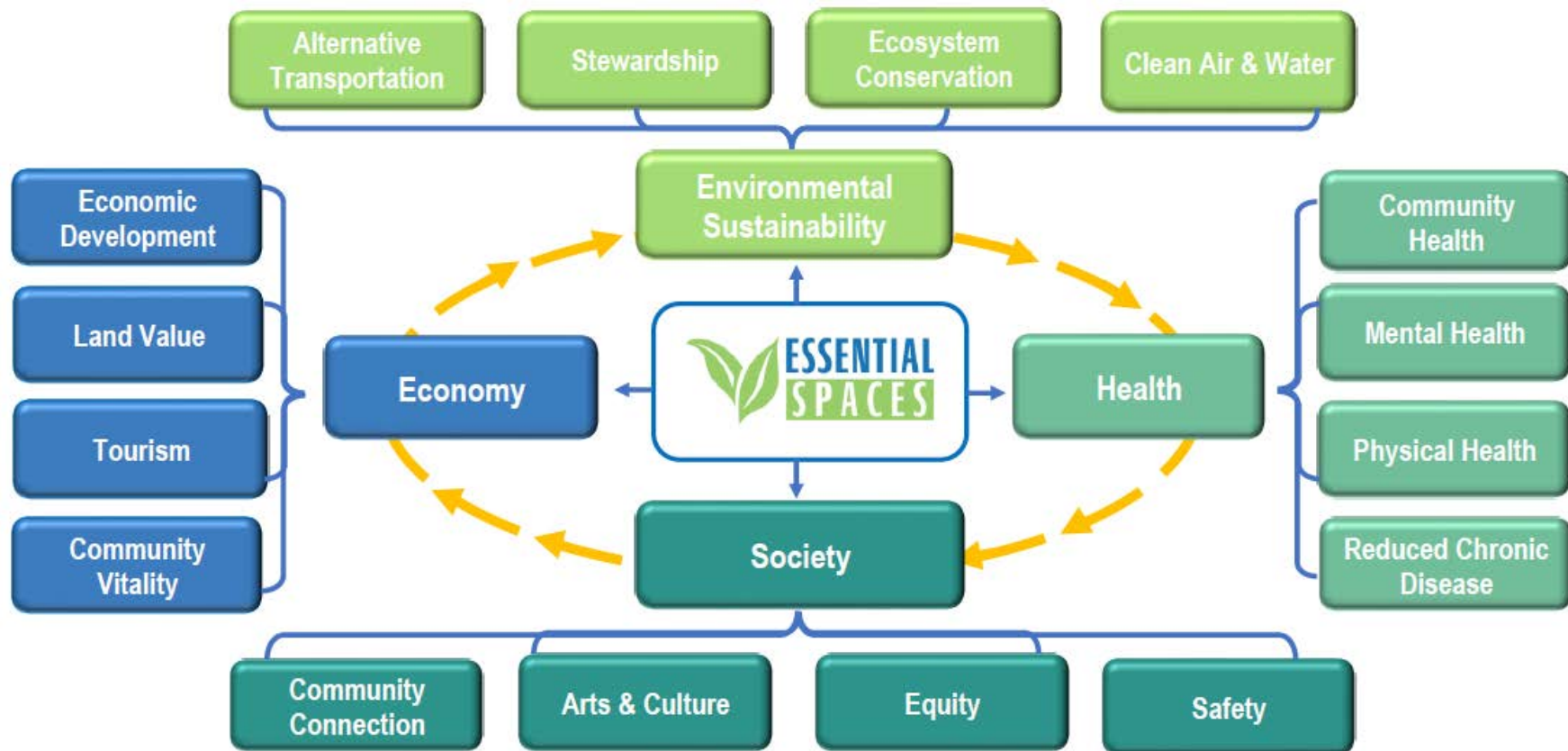
Survey results to date 6/22/2021



Community Benefits



“Essential Spaces contribute to a vibrant and connected community by opening doors to economic vitality.”



Feedback on:

- Public Outreach Efforts - In progress and future
- Initial Survey Results
- Essential Spaces campaign



Major Updates

- Goals and Objectives
- Addition of Cultural Services
- Development Standards
- ❖ Park Inventory
- ❖ Park Classifications
- ❖ Level of Service (*Acres, Access and Equity*)

Addition of Cultural Services



- Culture, Arts, and Heritage add another facet to community enrichment
- Establish goals and objects to:
 - Set metrics that support programs, partnerships and funding efforts
 - Complete an asset inventory
- Capital Facilities Plan Needs

Updates to Park Inventory & Classifications

- Park Inventory - Migrating from Assessor acres to GIS acres
- Urban Center Classifications - **New**
 - Mixed Use, High Density Residential, Commercial / Industrial
 - Phased implementation of land use patterns of City Comp. Plan update
 - Plazas, Civic Squares, hardened landscape public areas, etc.
 - Potentially funded through future Commercial, Industrial, Mixed Use Park Impact Fee
- Reclassification of Sites
 - Site Resources / Conditions, Change of Use, Opportunity
Reclassification Recommendations

Park Inventory Changes Since 2014



- Development (Neighborhood) - 8.57 ac
- Acquisitions 49.54 ac
 - Neighborhood 4.76 ac
 - Community 22.5 ac
 - Community / Urban Natural Area 22.28 ac
- Annexation Transfers: 419.66 ac
 - Neighborhood (Undeveloped) 7.25 ac
 - Regional Natural Area 412.41
- Surplus / Disposition 4.76 ac
 - Burton 4.76 ac
 - Recommended (Wycoff) 0.45 ac

Recommended Park Reclassifications

		Park Type				
PIF Dist.	Park Name	Existing	Proposed	Undevel. Acres	Devel. Acres	Total Acres
PROPOSED RECLASSIFICATIONS						
C	Behrens Woods	NH	UNA	2.05		2.05
C	Evergreen School Park	NH	UNA	10.56		10.56
C	Hanna Acres	NH	UNA	4.10		4.10
B	Sam Brown	NH	UNA	2.46		2.46
B	Oakbrook	NH	CP		13.35	13.35
A	Dollie and Ed's Park	NH	CP	9.56		9.56
B	David Douglas Park Natural Area	CP	UNA	25.00		25.00
A	Waterworks	CP	NH		5.49	5.49

- **Neighborhood to Urban Natural Area**
 - 19.17 ac (4 sites)
 - District Need for Natural Areas
- **Neighborhood to Community**
 - 22.91 acres (2 sites)
 - District Need for Community Park
 - Suitable Location, Larger Acreage
- **Community to Urban Natural Area – 25 ac**
 - Undevelopable portion David Douglas
 - Over represents Level of Service and Maintenance
- **Community to Neighborhood - 5.9 ac**
 - Utility Expansion (Waterworks)

Park Development Goals

- Update Development Definitions to include:
 - Themed play and expanded support improvements (restrooms, parking)
 - Universal accessibility ADA++
 - Pollinator legislation implementation
 - Improvement of Underutilized Assets (Urban Natural Areas)
 - Upgrade park types for new Urban Centers – higher development classification
- Maintenance standards, deferred maintenance and additional funding for parks will be discussed in separate workshop.



Feedback on:

- Inventory updates
 - Urban Center Classifications
- Reclassification of Park Type
 - Neighborhood → Urban Natural Area
 - Neighborhood → Community Park
 - Community → Neighborhood Park
- Park Development Goals

Current Acquisition & Development Metrics

- **Acquisition** (Population Based Metric)
2 Acres / 1,000 residents - Neighborhood Parks
3 Acres / 1,000 residents – Community Parks
1 Acre / 1,000 residents - Urban Natural Areas
- **Geographic Distribution or “Walkability”**
½ Mile / 10-minute Walk
- **Development Standards:**
4.25 Acres / 1,000 residents – Neighborhood / Community Parks
15% of Park Area



Park Level of Service – 2021

Level of Service (LOS) = Park Ac / 1000 residents

City of Vancouver		Neighborhood Park		Community Park		Urban NA
Standard		Acquired	Developed	Acquired	Developed	Acquired
Acres /1,000		2.00	2.00	3.00	2.25	1.00

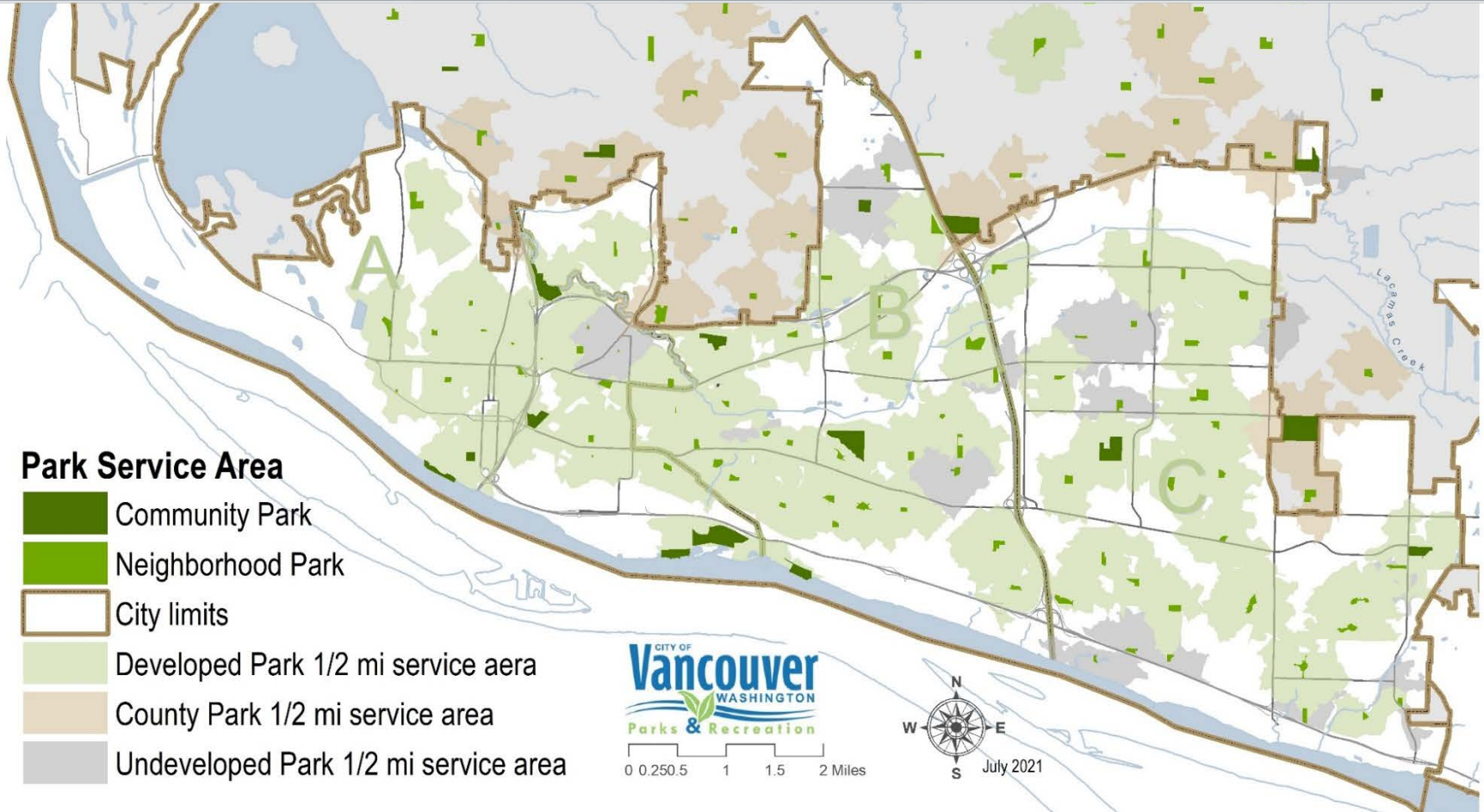
Park District	Population	Level of Service (Acres/1,000 Population)				
A	38,177	1.14	1.12	3.04	2.79	3.92
B	60,658	1.61	1.48	1.77	1.60	1.67
C	93,342	1.18	1.01	0.69	0.45	1.10
Total	192,177	1.31	1.18	1.50	1.28	1.84

City Wide Level of Service (Acres/1,000 Population)		
Neighborhood & Community Parks		2.81
Urban Natural Areas		1.84
		4.65

City Wide Level of Service

- Neighborhood/Community Acres
2.81 - 56% of Standard
- Community Park
1.5 - 50% of Standard
- Neighborhood Park
1.31 - 66% of Standard

Geographic Distribution Metric - Half Mile / 10-Minute Walkability



Expanded Level of Service Analysis Proposed

Deeper Needs Assessment City-wide

- **Demographic & Equity Analysis**
to identify vulnerable & underserved

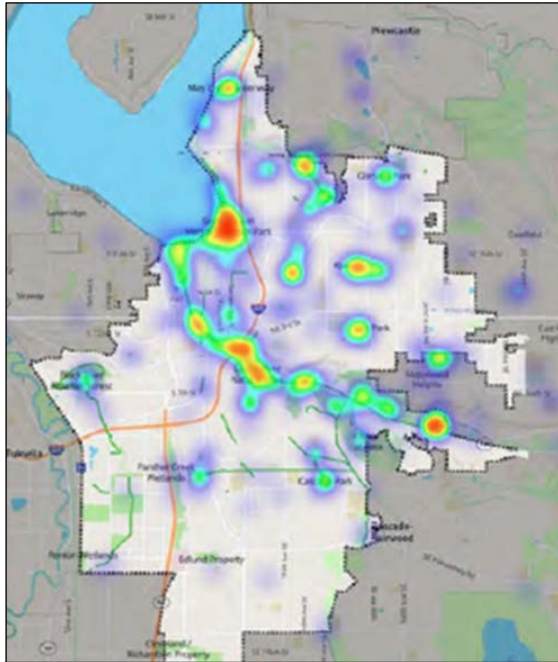
Overlay with Need Assessment by Park

- Identify **High density** neighborhoods
- **Safety Matrix** - Age of Assets /ADA
- **Creativity Matrix** of park improvements / park experience

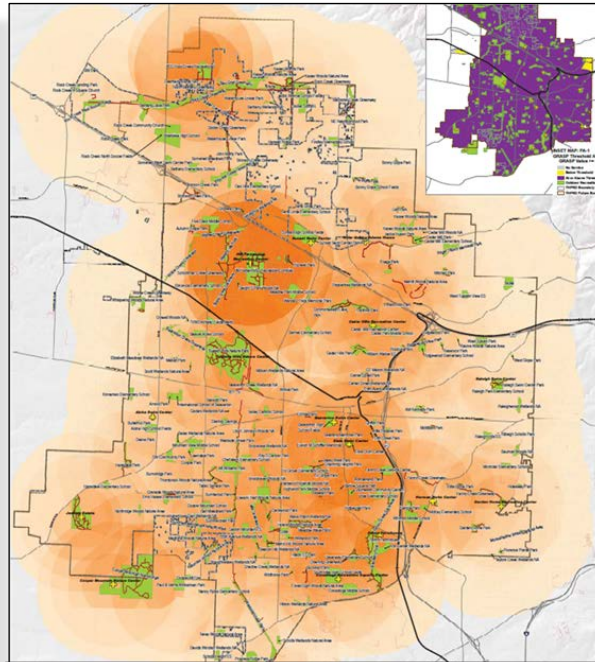


**Result = Expanded Level of Service and Equity Gap Analysis
to inform and guide project and funding priorities**

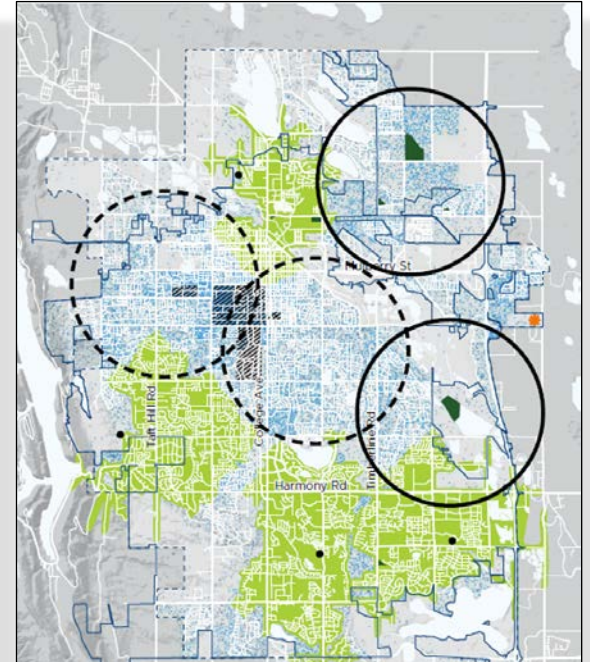
Examples of Expanded Metric Mapping Analysis



Underserved Population

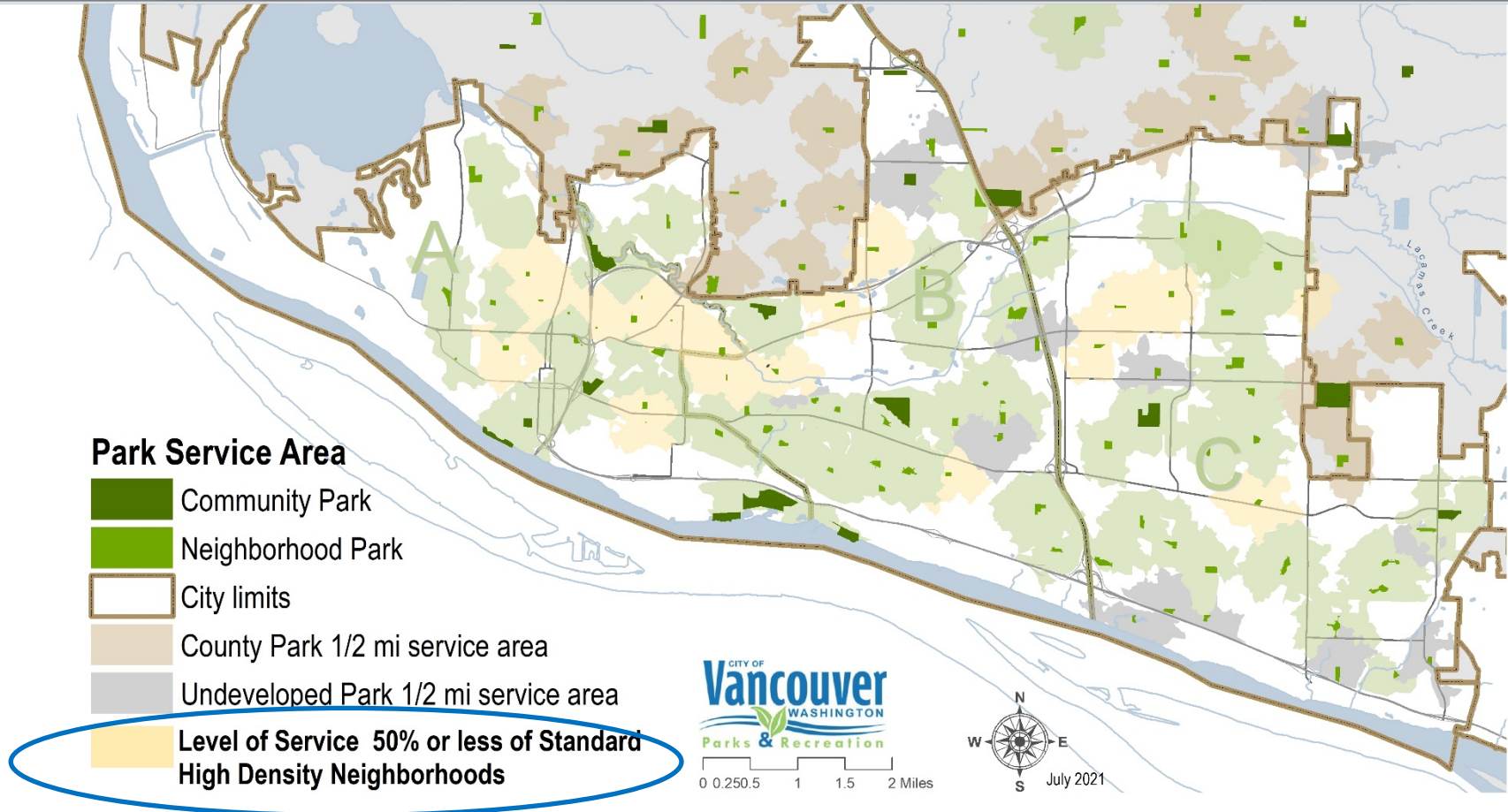


Population Density



Walkability 1/2-Mile

Level of Service by Park Site - Example of Mapping Tool Info



Feedback: More Informed Level of Service Analysis

Demographic & Equity Analysis ➡ Underserved & vulnerable

Population Density ➡ Expand Site, Add assets

Safety Matrix ➡ Age of assets / ADA (Repair or Replace)

Creativity Matrix ➡ Improve / diversify park experience

Park Plan Adoption Schedule



Next steps:

Council work session August 16th :

- Review best practices regarding level of service
- More in-depth look at Level of Service mapping tools, what they tell us to guide priorities and policies
- Other Park and Open Space Providers:
Discuss property inventory (other public agencies, schools, private ownership open space, etc.)



Questions and Discussion



Julie Hannon, Director
Monica Tubberville, Senior Planner
Laura Hoggatt, Planner



**ESSENTIAL
SPACES**

A VISION FOR PARKS, RECREATION
& CULTURAL SERVICES

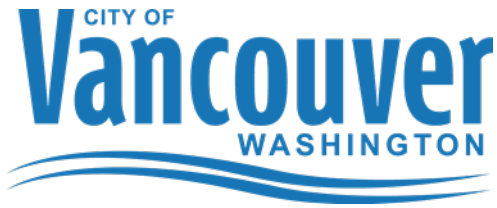
Take the Essential Spaces survey today!

www.beheardvancouver.org/essential-spaces

[Essential Spaces Survey CVTV Video](#)

Parks, Recreation and Cultural Services Comprehensive Plan - 28

End of Presentation



Memorandum

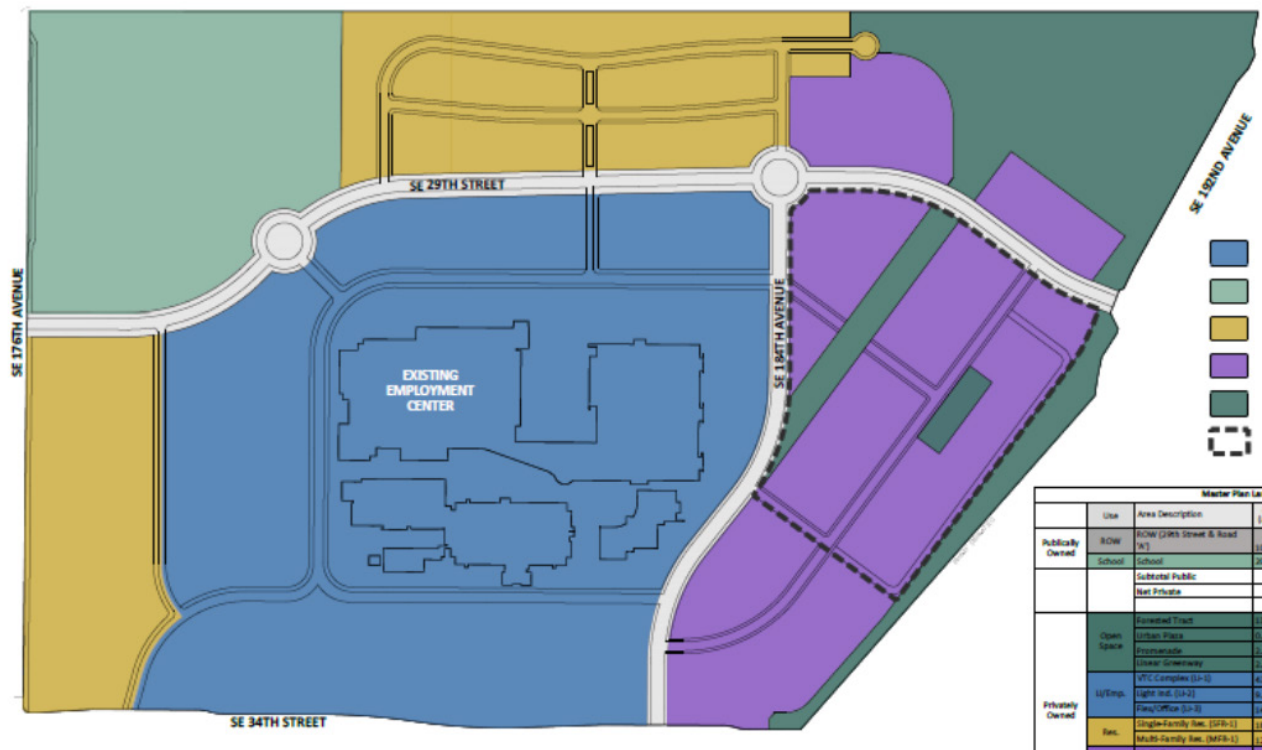
DATE: July 7, 2021

TO: Vancouver City Council

FROM: Bryan Snodgrass, Principal Planner, Community and Economic Development Department

RE: July 12, 2021 Council workshop review of proposed Vancouver Innovation Center (VIC) Comprehensive Plan and zone map change, Mixed Use Master Plan and associated Development Agreement – Addendum to June 30 staff memorandum

This addendum is provided to summarize the July 6 Vancouver Planning Commission public hearing on the VIC proposal. A tape of the July 6 hearing is available [here](#). The hearing followed six Commission workshops dating back to fall 2020. The Commission voted 4-0 to recommend approval of the proposed Map changes, Master Plan and Development Agreement, with two modifications. One of these was to expand boundaries of the dashed Town Center so that it covers the entirety of the purple Mixed Use Area at the eastern end of the site as indicated in the Land Use Allocation Plan below:



The Town Center is required by the Development Agreement to submit for a separate, follow-up Master Plan approval no more than three years after approval of the overall site Master Plan now before the Council. Submittal of a separate follow-up Master Plan was originally proposed by the applicant because the Town Center area is envisioned as the centerpiece of the overall site, with a series of mixed use buildings surrounding a plaza and also including linear open space, and additional standards differing from the overall site may be desired but cannot yet be determined. The Planning Commission recommended expanding the Town Center northward to include parcels on the north side of 29th Avenue which directly abutted the forested park area and were envisioned for relatively intensive development in the applicant's renderings. The Commission recommended also expanding the Town Center south of its current border to 34th Street because these areas abut the main entrance of the site.

The second modification recommended was to amend the proposed Development Agreement to indicate that the potential purchase of the forested park be based on land values under the existing IL zone, not values under the proposed MX zone as currently indicated in the D.A. The Commissioners expressed a view that this was more appropriate use of funds.

Other areas of Commission discussion focused on negotiations towards acquiring the forested area park, or a public access agreement for this area; opportunities for more tree retention, and how trees required by the City to be removed for tree or forest health reasons should be counted in the implementation of the tree ordinance. The Commissioners overall expressed approval for the direction of the proposed change from industrial zoning to mixed use, but also voiced concerns that some uncertainties remained regarding the park and other factors that could become more significant if the property was sold in the future.

Eight persons testified at the hearing, four with concerns or in opposition, two generally neutral, and two in favor. Concerns centered on climate issues, tree retention, and public service impacts. Testimony begins at 2:39:50 of [tape](#). All but one speaker submitted written comments as well, as indicated in Exhibit A of this memorandum. The one speaker who did not submit written comments indicated support for the proposal based on the increased access to open space it provided to the nearby community, and the anticipated buffering of impacts.

City planning, parks, forestry, transportation and legal staff will attend the workshop, along with the applicant team.

Exhibit A Vancouver Innovation Center Comments received July 6, 2021

To: City of Vancouver Planning Commission
Re: Vancouver Innovation Center/Public Comment/July 6, 2021
From: Cathryn Chudy

Commissioners,

I am a longtime resident of Vancouver and I am greatly concerned about the impacts of the extreme weather conditions we are experiencing, which is undeniable evidence of catastrophic climate change. Our elected City Council is currently in progress developing a Climate Action Plan with strategies to reduce greenhouse gas emissions (municipally and in our community).

"Climate change is loading the weather dice against us" says Katherine Hayhoe, a climate researcher and the chief scientist for the Nature Conservancy. "We always have a chance of extreme heat, particularly in the summer. But as the world warms, we see that summer heatwaves are coming earlier, lasting longer, and are becoming hotter and more intense."

What does this have to do with the proposed Vancouver Innovative Center plans? As a Planning Commission, your recommendations to the City Council about planned development should even now (and especially now) take into account what is necessary to protect Vancouver from the intensifying impacts of weather patterns exacerbated by climate change. As such, the recent heat wave has greatly stressed what tree canopy we currently have, and it is obvious that we need to retain as much of our mature forest canopy as possible.

While the increase to 13.6 acres of the Forest area (from 9 out of 19 acres), may seem enough to some, I believe that it is an ill-advised compromise that betrays the best interests of our community. It reflects "business as usual thinking" that we can no longer afford to use when planning for our future well being and that of our children.

It is clear that Vancouver is best served with the entire 19 acres left intact, especially considering the existing park deficit on the East side. Retaining **all** of the forested land in such a prime location seems consistent with the VMC 20.285.060 Code Criteria: "Conserve or enhance significant natural or historical features." There is nothing more significant and irreplaceable than mature forest canopy, providing a protective measure for our community, to mitigate the impacts of the climate crisis we are experiencing and will continue to experience .

"Business as usual" no longer serves us or the generations that come after us. We are getting a frightening taste of the consequences our children will face in their future if the decisions you make are not strong enough, wise enough, or compromise the essentials.

Thank you,
Cathryn Chudy
Vancouver, WA 98663
chudyca@gmail.com

From: Mark Didrickson <markdidrickson@gmail.com>
Sent: Tuesday, July 6, 2021 11:54 AM
To: Planning Commission <PlanningCommission@cityofvancouver.us>
Subject: Citizen Communication

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

Issue: Re-zoning of the Fisher's Landing / HP Site (Vancouver Innovation Center - VIC)

Last week's heat wave makes one thing clear - a cooler city is a better city, and open, vegetated space, as contrasted to built-up space, is cooler space. The Planning Commission therefore needs to consider the VIC proposal in terms of its impact on city livability because the plan includes replacement of a significant block of open vegetated space with pavement and buildings. In the case of the HP/VIC site, this may also include an area that would be considered a "priority habitat" by the Washington Department of Fish and Wildlife. Further study is needed.

Although the current HP/VIC site (about 175 acres) is zoned light industrial, perhaps 40% of the site, located on the north side of the site, is undeveloped. In fact, it is mostly pastureland. Indeed, if you go to Google Maps Street View, you will see cows grazing where the VIC proposal intends to build residential units. Furthermore, materials from the City's planning department (SEPA Checklist) indicate that in addition to a section of Douglas Fir wooded area in the northeast corner that will remain undeveloped in the VIC proposal, the rest of the undeveloped land includes Oregon White Oak, also known as Garry Oak. The SEPA Checklist does not detail where the Oregon White Oak are located on the site or state any particular significance to the presence of this tree species on the site. The lack of discussion about Oregon White Oak is highly significant and greatly diminishes the credibility of the SEPA process for the VIC site. **Oregon White Oak is the only oak native to the Pacific Northwest (Oregon, Washington, and British Columbia) and typically grows in exactly the open "savannah-like" setting seen in the aerial photo in the SEPA Checklist.** The most familiar example in Vancouver would be the open oak stands at the combined Fort Vancouver Historical Site and Vancouver Barracks. These are magnificent trees that, when mature, may add only an inch of girth per decade. They can live for hundreds of years. These oak prairies had great significance for the indigenous Native Americans, who gathered the acorns for food. In their original form, these oak stands create landscapes that are every bit as exemplary of the Pacific Northwest as a stand of Douglas Fir. Moreover, unlike a Douglas Fir forest, these Oregon White Oak stands in their native state are almost ideal as a parkland for human beings. Oregon White Oak is special enough to create what is considered its own ecosystem.

Unfortunately, Oregon White Oak stands are found mostly in places that are also ideal for development. As a result, perhaps 99% of Oregon White Oak prairies have disappeared since white settlement began.

Belatedly, perhaps, municipalities like Oak Harbor and bigger governments like Thurston County have enacted measures to protect Oregon White Oak. For its part, the Washington Department of Fish and Wildlife (WDFW) declared White Oak Prairies to be "priority habitats" to be preserved as long ago as 1998. While focusing on rural ecosystems, the WDFW also declared the value of urban stands of Oregon White Oak:

"In urban or urbanizing areas, single oaks, or stands of oaks <0.4 ha (1 ac), may also be considered priority habitat when found to be particularly valuable to fish and wildlife (i.e., they contain many cavities, have a large diameter at breast height [dbh], are used by priority species, or have a large canopy)."

E. Larsen and J. Morgan, "Management Recommendations for Washington's Priority Habitats: OREGON WHITE OAK WOODLANDS," Washington Department of Fish and Wildlife, Olympia, WA Jan. 1998, at 11.

In other words, it seems quite possible that the Oregon White Oaks on the VIC site got short shrift in the SEPA checklist for the VIC site development and that the development should therefore be subject to further analysis before final approval is granted.

I won't be speaking at the Planning Commission meeting on July 6.

Mark Didrickson (360) 694-4727

From: CL Gettle <clkgettle@hotmail.com>
Sent: Tuesday, July 6, 2021 9:51 AM
To: Planning Commission <PlanningCommission@cityofvancouver.us>
Subject: Planning Meeting Citizen Comments

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

Our input is in regards to the proposed zoning change for the acreage along SE 34th and 176th in east Vancouver. As homeowners in this area and as native Northwesterners, we are deeply concerned about this change and the resulting appearance of an ill-thought-out land grab.

The proposed area is one of the last open spaces in this part of the city of Vancouver. Further to the northeast along 192nd, there are other large open areas much more suited for this type of mega development. The proposed acreage is too small for 1200 housing units equaling 2400 to 5000 residents with a minimum of 2,400 cars. Add this to your proposed 5000 employees and you have an additional 7,400 automobile/bus traffic that is unsustainable with the current road/street system. All of this on 179 acres. The pollution, the noise,

the years of construction, the abuse to the streets in the area will all take great toll on the environment in this part of town that was already sufficiently developed twenty years ago. Any new construction should only be 1/3 or 1/2 of what is being proposed or not developed at all! Greed in this case, is not good...for anyone.

We live in a world where the environment is heating up. There is nothing in the proposal that suggests this change will have anything but a negative impact on the environment. It will undoubtedly lead to higher taxes and burden to the existing residents in the area which is also unfair. We cannot afford to take on a poorly planned mega housing project in this area.

This zoning change appears to be for only for profiteers. There's already a large project being built south on 192nd at the quarry. No new housing is needed!
Therefore, we ask that the zoning remain as it is and no change be made at this time.

Thank you for your time and consideration of our request.
CL Gettle and Dave Kruger



Parks & Recreation Advisory Commission (PRAC)

Vancouver Innovation Center (VIC) Subcommittee

July 1st, 2021

TO: Vancouver Planning Commission

RE: Vancouver Innovation Center Development Agreement

Thank you in advance for your consideration of the PRAC/VIC Subcommittee's input regarding the overall vision and spirit of the Development Agreement with VIC Building Owner LLC. It is our primary goal to establish public access to the forested tract and park area for the benefit of the Vancouver community, in perpetuity. We also feel very strongly that the park be designed and managed by the Vancouver Parks staff, or closely co-designed, as they are experts in this field and can best integrate the park into our Parks System, and meet set Park Standards specific to Vancouver parks including sustainability, equity, and inclusion.

We are hoping and trusting that all stakeholders involved understand the value that a flagship level park of this size could provide to the surrounding community, if designed properly, as the area is in dire need of parks space. With our historically low city PIF rates and lack of larger amounts of acquisitions/development funding, we anticipate and are optimistic that VIC Building Owner LLC will be able to provide financial contributions towards this effort such as reduced costs and rates, knowing that the resources will be most effectively spent with Parks Staff's direct involvement. This is an opportunity to create something special and powerfully beneficial for the surrounding Vancouver community if all of our stakeholders can align and agree on the principles highlighted in the Development Agreement.

Thank you kindly,

PRAC VIC Subcommittee Members:

Holly Williams

Jayne Haygood

Matthew Kuntz

----- Forwarded message -----

From: **Jean M. Avery** <jeanmavery@gmail.com>

Date: Fri, Jul 2, 2021 at 1:41 PM

Subject: Comment to Planning Commission re VIC - July 6, 2021

To: JMA <JeanMAvery@gmail.com>

Hello, members of the planning commission.

I would like to share my thoughts about green space in Vancouver, and specifically in the proposed VIC development.

For purposes of context:

- I enjoy parks and outdoor recreation.
- I am an avid hiker and bird-watcher.
- I am an advocate for a cleaner environment and a greener Vancouver.

When I first heard about the proposed VIC development, it seemed like a place I might like to live: combining residences, shops, walking paths, and green space. The marketing website claims it "combines everything there is to love about the authentic Northwest life...seamlessly integrated with the natural environment." The first photo you see is of a landscape of tall evergreen trees.

Yes, that's my idea of the Northwest! But let's read on: "The Vic is one of the largest light industrial campuses in the Portland Metro Area...." Hello: this is Vancouver!

The web site continues:

- "The natural splendor of the Pacific Northwest and Portland...." Hello, this is Vancouver.

As Planning Commissioners for the City of Vancouver, I hope you will carefully discern whether this developer truly cares about Vancouver and our natural environment. I'd like to refer to two documents:

1. According to the VIC Comprehensive Plan Amendment, the developers "must demonstrate that a project is in the public interest." I assume this means, in Vancouver's public interest. The document also states, "two natural areas on the property would be conserved:" open space in the SE corner...and the wooded area in the NE section.

2. According to Vancouver's Climate Strategy document, the Natural Systems' goal is to "optimize management of the City's natural lands and the tree canopy to increase carbon sequestration and support resilience to extreme events."

Here is my request to the Planning Commission: Please preserve Vancouver's green space and tree canopy. Dismiss any proposal by VIC's developers to cut down trees. Keep the forested sections intact: for shaded protection from heat, for carbon sequestration, for walking paths, for birds and wildlife habitat, and as green space for the residents of Vancouver.

Thank you,
Jean M. Avery
Vancouver

From: Mike McQueen <msiber93@gmail.com>

Sent: Thursday, July 1, 2021 8:09 AM

To: Planning Commission <PlanningCommission@cityofvancouver.us>

Subject: Written Testimony 7/6 Meeting

To the Planning Commission,

I am writing to convey my excitement and approval with regards to the proposed zoning change of the former HP campus. As a planning professional, I believe that such developments are key to easing the housing crunch and reducing VMT and GHG emissions. I urge the planning commission to incorporate fast, frequent, and reliable bus transit as part of the plan in order to allow more households to live with fewer or no automobiles. I also encourage the planning commission to incentivize developers to offer units for purchase and not just for rent, in order to help solve the missing middle housing crisis currently plaguing the Pacific Northwest.

Thank you for reading.

Best regards,

Mike McQueen (resident of Camas)

Transportation Data Specialist and Engineer

From: Michelle Howell <M_HOWELLCPA@msn.com>
Sent: Monday, July 5, 2021 12:58 PM
To: Planning Commission <PlanningCommission@cityofvancouver.us>
Subject: Planning meeting 7/6/21

Hello,

I am a homeowner in the Heritage Reserve subdivision and my house is right off 176th. I would like to request that the middle school be built along 34th so it can be across from the elementary school and minimize the school busses driving on 176th.

I would also request that the cows are allowed to stay as long as possible as they provide much joy to the neighborhood. It gives many people a reason to walk through the neighborhoods, too.

Thank you.

Michelle Howell
360-609-5648

From: Brian and Kathleen Mathieson <bkmathieson@gmail.com>
Sent: Monday, July 5, 2021 2:47 PM
To: Planning Commission <PlanningCommission@cityofvancouver.us>
Cc: Marc Esrig <mesrig@newblueptrs.com>; Ronald Schinik <RSchinik@newblueptrs.com>
Subject: Testimony for 7/6 Planning Commission Meeting - VIC

Dear Planning Commission,

As a neighbor adjacent to the proposed Vancouver Innovation Center, I have followed the project closely and provided testimony at several city meetings. I also met with the developers along with several other neighbors to discuss concerns related to the project.

I support changing the zoning to mixed-use because this will provide more value to surrounding neighborhoods than if the property is further developed under the current light industrial zoning.

I appreciate that the following concerns have been addressed since the initial proposal:

- Increased open space and forest preservation compared to the original plan, including efforts to protect the northeast forest from development.
- Taller buildings placed toward the center of the development rather than adjacent to neighboring homes.
- Apparent effort to preserve the school site for public use.

I encourage the Commission, developers, and City to consider the following suggestions:

- There is currently a berm along the property near the southern portion of 176th. Preserving this berm as part of the set-back would provide visual interest and an additional physical transition between adjacent neighborhoods. I suggest preserving this berm rather than leveling it.
- The Applicant Renderings, particularly of the multi-family residential buildings, do not seem consistent with the style of homes and other architecture in the area. Please revise these to align better with the surrounding community.
- In the SEPA Checklist under B5b "List any threatened and endangered species known to be on or near the site" it states, "None known." More detail on what steps were taken to evaluate this item is needed given the myriad species that live on the property and the presence of Fisher's Creek.
- The SEPA Checklist also notes, "Development is not anticipated within 200 feet of Fisher's Creek. Lands adjacent to the southeast border are planned for an open space greenway." Please confirm these important details in the Development Agreement and/or Master Plan.

Thank you for your time and effort over the past year in reviewing this proposal.

Sincerely,

Kathleen Mathieson (Heritage Reserve neighborhood)

From: Teresa Hardy <teshardy31@gmail.com>

Sent: Monday, July 5, 2021 4:24 PM

To: Planning Commission <PlanningCommission@cityofvancouver.us>

Subject: VIC

Could you please, respond to the following in regards VIC and the potential rezone and what is proposed in the Development Agreement, prior to the July 6th Planning Commission Meeting?

- lot size proposed for the 110 single family homes on the proposed 4.4 acres of land with the removal of trees from the forested land? Is it below standard lot size and if so, how would they qualify?
- average age of the trees in the forested area?
- Was the forested area there before HP acquired the property? If so when did HP acquire the property?
- Are the trees considered old growth trees? One definition for old growth trees - "sometimes simply called "old growth" are just that: really old woods."

Thank you,

Teresa Hardy

From: Don Steinke <crvancouverusa@gmail.com>
Sent: Monday, July 5, 2021 9:29 PM
To: Planning Commission <PlanningCommission@cityofvancouver.us>
Subject: Don Steinke's public comment, July 6, 2021

Hello, My name is Don Steinke, I'm a retired science teacher having taught mostly at Fort Vancouver High School.

During the last biennium our legislature established the goal of reducing greenhouse gas emissions about 50% below 1990 levels by 2030 and 95% below 1990 levels by 2050.

That is a very tall order but it is achievable. In your decision making, I urge you to approve of nothing that will make the task more difficult. Do nothing that would create a financial barrier to clean energy.

That means, allow no parking lot to be paved without first installing conduit to almost all parking spots. If the conduit is there, then the wires for charging plugs can be added as needed.

Allow no sheetrock to be installed around a gas appliance without including the wiring for all electric heat pumps.

Allow no sheetrock to be installed without including the wiring for solar. Although utility scale solar is the cheapest to install, rooftop solar or distributed solar saves on transmission costs which may cost more than the energy. The price of solar has come down about 80% in the last decade and now solar plus battery projects in California are cheaper than hydro from BPA.

Also make no recommendations that will lead to an increase of emissions. In the case of the Vancouver Innovation Center, do all you can to promote transit. That means to create density to make good transit viable. It means to reduce the size of the parking lots and require all of the above. It means to facilitate micro-mobility such as bike/ ped/ scooters and skateboard transportation.

From: Anna S <anna217@gmail.com>
Sent: Tuesday, July 6, 2021 8:24 AM
To: Planning Commission <PlanningCommission@cityofvancouver.us>
Subject: Testimony for 7/6 Planning Commission Meeting - VIC

Dear Planning Commission Members,
I want to start by thanking you all for your work on the Planning Commission. I have attended several meetings regarding the VIC development, and I feel that you are listening to citizens' concerns.

With the rapid growth and significant developments across the City of Vancouver, the decisions we make today will shape the future of this City and Community. Seventy-five foot buildings do not fit in

with the landscape of the surrounding suburban community. Many of us moved to the PNW for its majestic forest and mountains, as well as family-friendly communities. With each of these developments, we are changing that landscape. The VIC is only one out of three planned developments along SE 192nd Avenue.

Forty years ago, the City of Boulder passed a law to preserve the City's open space greenbelt land and limiting the heights of buildings to 35 feet in most of Boulder, 38 feet in downtown, and 40 feet in industrial areas. That vision in 1971 by a woman named Ruth Wright has turned Boulder into an attractive community with lots of open green space and gorgeous mountain views, which attract skilled workers and businesses like Amazon. Wouldn't it be wonderful to do the same in the City of Vancouver? This City has admirable goals of extensive tree canopy and access to City and Community parks. Two goals the City is falling short on, and not by a little. Vancouver already lacks Community Parks for 34% of its residents. The VIC is yet another development adding to that park shortage. Over the past few months, we have heard testimonies from the community concerned about the existing traffic congestion, lack of calming traffic measures within residential neighborhoods, impact on public service. As well as lack of parks, dueling goals between achieving a low carbon future and developers cutting down mature trees, and building heights of up to seventy-five feet (down from one hundred feet proposed by the developer) across from single-family homes. We can bring jobs to Vancouver by ensuring it remains a desirable city to live in.

Lastly, in the SEPA Checklist under B5b "List any threatened and endangered species known to be on or near the site" it states, "None known." More detail on what steps were taken to evaluate this item is needed given the myriad species that live on the property and the presence of Fisher's Creek. The SEPA Checklist also notes, "Development is not anticipated within 200 feet of Fisher's Creek. Lands adjacent to the southeast border are planned for an open space greenway." Please confirm that detail in the Developer Agreement Plan.

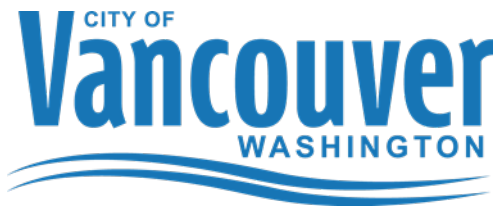
Thank you in advance,

Anna Sjoberg-Smith

From: Justin Smith <justasmith@gmail.com>
Sent: Tuesday, July 6, 2021 8:31 AM
To: Planning Commission <PlanningCommission@cityofvancouver.us>
Subject: Citizen Communication

I'm writing regarding the recent boom in growth in Southeast Vancouver, including the proposed Vancouver Innovation Center (VIC). I just hope consideration is made for ample parks and tree cover. That part of Vancouver is already lacking the proper percentage of park and open space designated for the area and now VIC will be reducing that even more. If the residents are going to be burdened by the additional traffic at least we can have more park space.
Thank you for your time.

Justin Smith
Resident of SE Vancouver



Memorandum

DATE: June 30, 2021

TO: Vancouver City Council

FROM: Bryan Snodgrass, Principal Planner, Community and Economic Development Department

RE: July 12, 2021 Council workshop review of proposed Vancouver Innovation Center Comprehensive Plan and zone map change, Mixed Use Master Plan and associated Development Agreement at the 179-acre former Hewlett-Packard site.



Background

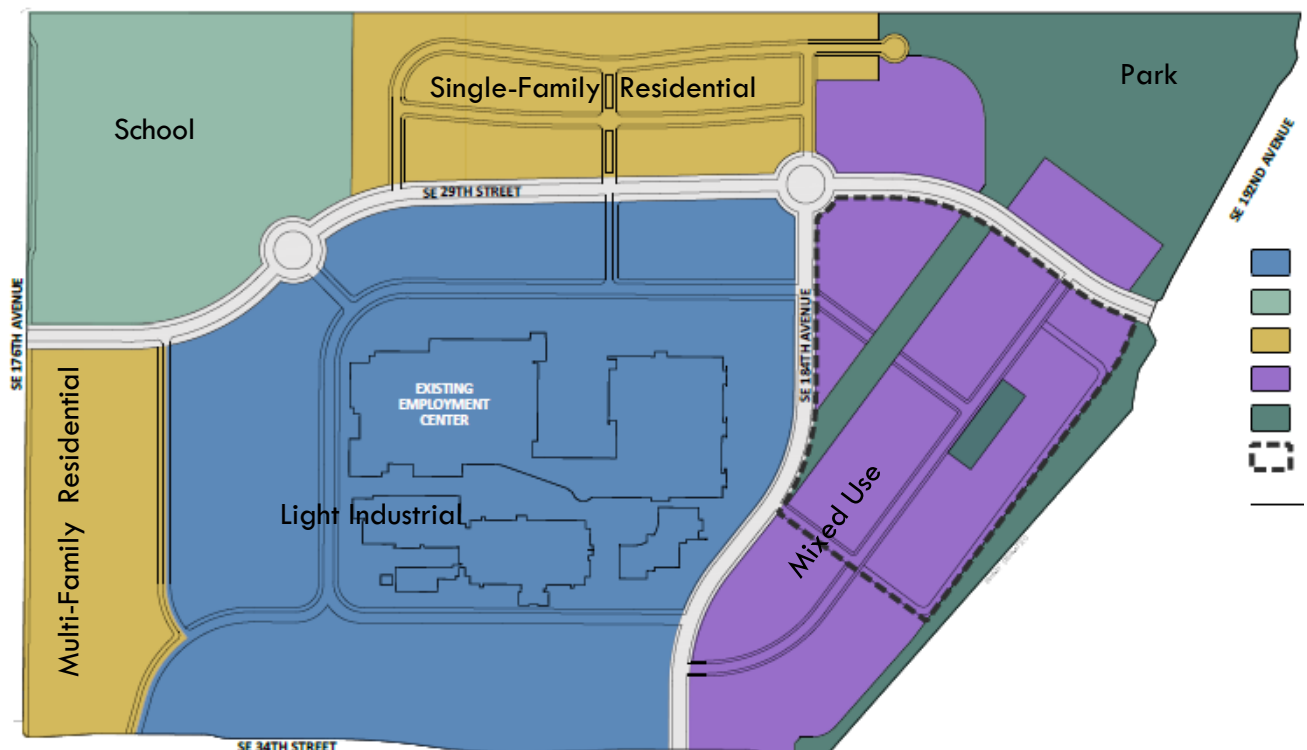
The July 12 workshop is intended to update the Council on key issues emerging from Planning Commission and community input over the last several months, and identify other issues of concern and any additional information needed. City Councilmembers are encouraged to provide general direction, but should not make up their minds on the proposed designation changes to the Comprehensive Plan and zoning maps, or the proposed Master Plan until the Council public hearing scheduled for August 16, following first reading on August 9. The Planning Commission

has a public hearing scheduled on July 6, which follows six prior workshops in 2021 and 2020. Two Council workshops were held in 2020. Staff contact for the proposal is Bryan Snodgrass, bryan.snodgrass@cityofvancouver.us. City Community and Economic Development, Forestry, Legal, Parks, and Transportation staff as well as the applicant team will attend the workshop and be available to answer questions.

Proposal

The proposal would first retain and improve an existing 47-acre light industrial building complex at the center of the site, and then develop the remainder of the site with a range of industrial, commercial, residential, mixed use, school and park uses over 15 years estimated to accommodate approximately 5,000 jobs and 1,200 residential units at buildout, as indicated below:

Land Use Allocation Plan:



- In the central blue light industrial (IL) area, the existing approximately 715,000 square foot light industrial building complex is currently half occupied with approximately 1,500 employees. Ongoing leasing and tenant improvements will continue. Approximately 11 separate new industrial buildings encompassing 215,000 square feet are planned for the remainder of the area in the likely first phase of overall site development. The western portion of the blue IL area will contain a large parking area.

- In the tan multi-family residential area on the west side of the site, approximately 24 buildings encompassing a total of 180 apartment and 100 townhome units are planned, in the second phase of development anticipated to begin roughly 18 months after the beginning of the first phase.
- In the tan single-family residential area on the north side of the site, approximately 110 detached and 100 attached single-family homes are planned in the third phase of development anticipated to begin roughly 18 months after the beginning of the second phase.
- In the purple mixed-use area on the eastern side of the site, approximately 20 mixed use or commercial buildings are envisioned, encompassing approximately 750,000 square feet. These are anticipated to accommodate up to 610 multi-family housing units. The dashed area comprising most of this area is referred to as the Town Center, where the most intensive development of the overall site is envisioned in an urban setting surrounding a central plaza, and with a linear greenway connecting to the forested park area in the northeast corner of the overall site. A separate master plan will be required to be submitted for the Town Center, within three years of approval the full site master plan. This will require additional Planning Commission and City Council review.
- Approximately 19 acres of open space are proposed, through the retention of approximately 70% of the forested area in the northeast portion of the site, a linear greenway extending from the forested area, and a separate urban plaza in the purple mixed-use area.
- The approximately 20-acre green area at the northwest corner of the site is planned for a future middle school campus. No timetable has been set for development, as the Evergreen School District has indicated a school would be needed to meet future rather than current service demand. The applicant indicates that conceptual agreement has been reached with the district pending overall rezone approval.
- Two major public roadways are planned to serve the site, SE 29th Street running east-west, and SE 184th Avenue running north-south.

Future individual developments within the various Land Use Areas will be subject to standards of the corresponding citywide zoning district. In the blue Light Industrial LUA, for example Light Industrial zoning requirements of VMC 20.440 will apply, with a few limited exceptions provided in the proposed D.A. There are no exceptions allowing taller buildings or shorter setbacks than allowed under corresponding citywide zoning districts.

A Master Plan Map showing approximate building footprints, parking areas and landscaping is below:

Master Plan Map



The Master Plan also includes [general renderings](#) of buildings to guide future development.

The proposal will be overseen by a [Development Agreement](#) (D.A.) between the City of Vancouver and the applicant. The proposed D.A. was negotiated by various City staff and applicant representatives over the course of the multiple workshops. Key features of the D.A. include:

- Requirements to follow the Master Plan, including the Land Use Allocation Map and Master Plan Map shown above, as well site wide Parking, Landscaping, and Connection Plans.
- Provisions vesting future individual applications to current development standards, with exception of any future standards related to climate change and sustainability which will apply at the time of development.
- Establishment of minimum (600,000 sf) and maximum (860,000 sf) square footage of new employment buildings sitewide. Also included are maximum number of housing units allocations for each LUA, allowances for some transfer of units between LUAs, and sitewide limit of 1,200 housing units.
- To ensure future employment development does not overly lag behind housing, a requirement that no more than half of the anticipated sitewide housing units (600 units)

can be approved before a quarter of the maximum new employment building space (215,000 sf) is built.

- Limited adjustments to use allowances in the Light Industrial LUA to add and in some cases reduce flexibility normally provided by citywide IL zoning standards. Residential uses on upper floors of mixed-use buildings are allowed, but only after 125,000 sf of employment in IL area is built, and there is a demonstration that remainder of planned IL employment land can be built. New non-ancillary freight and warehousing construction normally allowed in IL zones citywide is limited to 50,000 sf in aggregate. No freestanding commercial buildings are allowed.
- Provisions for future amendments to the sitewide Master Plan, requiring future public hearings for changes of 10% or more to the number of sitewide planned parking spaces, residential units, non-residential square footage, planned open space area, or individual LUA sizes. Hearings would also be required for proposed new use allowances, development of the proposed school site for other purposes, or changes in the detached single family uses and treed buffer area on northern property line.
- Design provisions beyond normally applicable standards, including Supplemental Development Standards establishing height limits in LUAs no greater than associated city zoning districts. Slightly smaller single-family home lots (3500 sf) are allowed, but porch requirements, design variations among adjacent houses, garage door width limitations, alley loading, and landscaping are required. The Multi-family LUA includes enhanced balcony requirements, limitations on street front blank walls, and required bicycle parking. The Light Industrial LUA requires identifiable entrances along street fronts.
- Design Standards addressing mobility, energy, water, building design, building finishes, heights, signage, tree canopy, open space, and street cross sections.
- Design Principles setting forth a broad design vision, including provisions for Design Review Committee (DRC) chaired by the applicant, to first review all development applications (except the school) before they are submitted to the City for additional review for compliance with City standards and master plan requirements. DRC review would occur in advance of City staff review but would not replace it.

In staff's view the proposal is consistent with applicable Plan/zone change, Mixed Use Master Plan and Development Agreement approval criteria. The proposal would improve an existing light industrial building complex and add new employment buildings throughout the site, likely producing as much or more overall employment and economic activity than would likely occur on the site under its existing Light Industrial designation. Housing is proposed with densities and types that would expand residential choices and availability in east Vancouver. Publicly accessible park space will provide active and passive recreational opportunities for the local community, both within and outside the development, and retain a portion of the existing forested area on the site in alignment with City urban canopy goals. These active and passive recreational features would likely not be provided if the site developed under its existing IL zoning designation, and no Park Impact Fees would be assessed to facilitate providing those features elsewhere.

Key issues raised in Planning Commission review and public comment to date include:

- **Appropriate Site Zoning:** Removal of industrial zoning precluding full site industrial development was raised as a concern at the initial Planning Commission workshops. Subsequent findings presented at the January 26, 2021 workshop from consultants hired

by the City expressed doubts about the ability of the site to develop for a single large industrial user, or to develop many industrial users around the existing complex given the site's location and current market conditions. Because of the density of existing and proposed employment development, the projected number of jobs under the proposal is more than the Clark County Vacant and Buildable Land model would estimate for a generic vacant 179-acre industrial parcel.

- **Traffic.** Public comments have raised concerns about the potential for the proposal at buildout to generate approximately 27,000 daily automobile trips. Eventual buildout under the existing industrial zoning would generate approximately 10% more daily trips than the proposal, and as much as twice as many more peak hour trips, because of the uses involved and because some trips would be within the site only under the proposed development. Under the proposal approximately 60% of vehicle trips would travel to and from the east and 192nd Avenue.

Analysis to date indicates the proposal at buildout would likely cause three intersections- SE 29th Street at the 164th and 176th Avenue, and SE 34th Street at Hiddenbrook Drive- to fail to meet City standards or have insufficient queuing storage by 2036. The proposal at buildout would also worsen conditions at four intersections- SE 192nd Avenue at the 20th, 25th and 34th Street intersections, and SE 176th Avenue at 20th Street- which are projected to fail to meet City standards even without the proposal. Necessary improvements for these have not yet been finalized, but preliminary off-site recommendations include striping, lane storage or signal phasing improvements at the intersections of 34th Street and 192nd Avenue, and 29th Street and 164th Avenue. Proportionate share improvements also be made to improvements at the 192nd Avenue and SR-14 westbound ramp. Improvement should also be made at the 20th Street/192nd Avenue, 20th Street/176th Avenue and 25th Street/192nd Avenue intersections. In addition to these Level-of- Service driven improvements, opportunities for traffic calming on 172nd will be explored as warranted, and the applicant will be asked for support of complete streets improvement on 34th Avenue.

Within and immediately adjacent to the site, preliminary recommendations are to extend SE 29th Street and SE 184th Avenue through the site as indicated in the Master Plan, with bicycle and pedestrian facilities on both. A signal should be installed at the intersection of 29th Street and 192nd Avenue, and roundabout installed at the intersection of 29th Street and 176th Avenue.

The applicant will make proportionate share contributions to the improvements described, will dedicate and construct internal roads within the site, and will be subject to Transportation Impact Fees.

- **Forested Tract Park.** There has been interest in developing a wooded park in the northeast corner of the site to address the deficit of parkland in east Vancouver and retain significant portions of the forested area in alignment with City urban canopy goals. The proposed Development Agreement commits the applicant to preserve the forested area through a restrictive covenant, to be made publicly accessible either under subsequent City ownership, or applicant ownership with a public access easement, and improved with at minimum a large universally accessible playground, picnic areas,

interpretive signage, reservable pavilions, and a unique bike/low ropes course feature or something equal. See Section 6.9 beginning on page 8 of the D.A. for specific language. The applicant and City further commit to collaborative park design, operations and programming and maintenance, and the need to include parking, restrooms and tree thinning under the oversight of the City Forester. See [staff report](#) for the July 6 Planning Commission public hearing for specific language.

- **Sustainability/Climate Issues.** These were stressed in initial public comments, and more recently in Council review of other development proposals. The VIC addressed sustainability through its mixing of use which reduces vehicular traffic from what would otherwise be needed, and through its reuse and improvement of the existing industrial building complex. The Development Agreement requires future development to comply with sustainability and climate related standards in place at that time, which will ensure that new regulations resulting from current climate strategy work apply to future development. The applicant has also committed to working with C-Tran to increase bus service to the site, upgrading lights and HVAC in the existing industrial building to save 6,362,399 kWh and 345,454 Therms per year, installing more electric vehicle stations than required by City Code, and treating and performing infiltration of all stormwater onsite, and upgrade all parking lot stormwater to current standards.
- **Attainable Workforce Housing.** Recent Planning Commission discussion raised concerns that workers in the development should be able to afford housing in the development. The applicant has expressed a commitment to explore workforce housing opportunities on the site that would be accessible to on-site employees. Separately, staff is currently undertaking a comprehensive review of the City's Multi-family Tax Exemption (MFTE) program to evaluate whether the program boundaries should be expanded to include the VIC site, and if so, what level of affordability requirements should apply.

Public and Stakeholder Input

Notice of the proposal has been provided through several means, beginning with the May 21, 2020 pre-application conference which was attended by a representative of the Fisher's Landing East Neighborhood Association. Subsequent Planning Commission workshops were duly advertised, and the July 6, 2021 Planning Commission public hearing was notice through newspaper publication, hardcopy mailers to residents and property owners within 500 feet of the site, and on-site postings. City staff also presented and answered questions a March 24, 2021 meeting of the Clearmeadows Community Association representing homeowners directly north of the proposal site. The applicant has conducted outreach through hardcopy mail, socially distanced site tours, and three virtual open houses in fall 2020 attended by approximately 110 people.

Approximately 40 written comments from area residents have been received thus far, most early in the process. Concerns raised range from impacts from traffic and housing on the site, impacts to public services, and a desire to retain all or most of the undeveloped portion of the site as a natural area or park. Comments received in 2020 are [here](#). Those submitted in January 2021 are [here](#). Comments received since January 2021 are an attachment to the memorandum.

Links:

[July 6, 2021 Planning Commission public hearing materials](#)

Attachments:

A. Public or stakeholder comments received since January 2021

A. Public or stakeholder comments received since January 2021



From: Gary B Michel <michelusace@gmail.com>

Sent: Wednesday, June 30, 2021 11:17 AM

To: Snodgrass, Bryan <Bryan.Snodgrass@cityofvancouver.us>

Cc: michelusace@gmail.com

Subject: The VIC, Sidewalk Safety

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

Bryan:

I don't know if you are the correct person to contact but your email address is on the poster, so I am sending this your direction. Please forward to the responsible party in The City or at The VIC if necessary.

The VIC is not being very friendly toward its neighbors with their sidewalk maintenance along SE 176th Ave or SE 34th St. Grass and weeds are growing over the sidewalk along SE 176th Ave, a picture is attached. Ground cover / bushes have overtaken half of the sidewalk along SE 34th St between their West and East entrances. Blackberry vines continue to grow through the fence over the sidewalk along SE 34th St east of their East entrance.

This is a safety hazard to people walking on the sidewalks and indicates to me that The VIC really doesn't care about their neighbors.

Thank you,

Gary B Michel
360-882-6850

From: Mark Didrickson <markdidrickson@gmail.com>

Sent: Monday, June 28, 2021 12:27 PM

To: McEnerny-Ogle, Anne <Anne.McEnerny-Ogle@cityofvancouver.us>

Subject: Vancouver Innovation Center - Access?

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

Ms. Mayor:

I am a resident of the Shumway neighborhood who became interested in the City's planning processes during the planning for the VSAA expansion project. As a result, I have become interested in planning issues in general and in other parts of the city. Therefore, **I would like to know if it is possible for citizens with good cause (like me) to have access, supervised if necessary, to the old HP site off 164th, now known as the Vancouver Innovation Center (VIC), prior to the Planning Commission meeting about the VIC on July 6.**

Here is why I want to see the VIC site. I received the VIC documents for the Planning Commission's July 6 agenda by email a few days ago. These documents included a SEPA checklist produced by Bryan Snodgrass, a senior City planner. As I reviewed the SEPA checklist, a question or issue quickly became evident. Judging from aerial photos in the document, the old HP buildings and surrounding parking lots at present occupy only a little more than half of the sight. The northern 40% of the site is still undeveloped, with the northeast corner of this portion covered by a stand of Douglas Fir, with the rest consisting of more open land interspersed with a substantial number of isolated trees. The VIC development plan calls for preservation of the stand of Douglas Fir with development of the more open land to the west as single-family homes, more or less like the existing neighborhoods to the north and west of the VIC site. At a guess, the Douglas Fir stand may be two-three acres while the more open space may have five-six acres. Both undeveloped portions lie north of the current parking lot for the HP plant in an unbroken stretch from the east to west property lines. .

The problem with development of the more open area west of the Douglas Fir stand is that may represent something more than simple flat grassy space. The SEPA checklist for the VIC development states that the VIC site contains individual examples of **Oregon White Oak**, also known as Garry Oak. The SEPA Checklist does not detail where the Oregon White Oak are located on the site or state any particular significance to the presence of this species on the site. The lack of discussion about Oregon White Oak is highly significant and greatly diminishes the credibility of the SEPA process for the VIC site. **Oregon White Oak is the only oak native to the Pacific Northwest (Oregon, Washington, and British Columbia) and typically grows in exactly the open "savannah-like" setting seen in the aerial photo in the SEPA Checklist.** The most familiar example in Vancouver would be the open oak stands at the combined Fort Vancouver Historical Site and Vancouver Barracks. These are magnificent trees that, when mature, may add only an inch of girth per decade. They can live for hundreds of years. These oak prairies had great significance for the indigenous Native Americans, who gathered the acorns for food. In their original form, these oak stands create landscapes that are every bit as exemplary of the Pacific Northwest as a stand of Douglas Fir. Moreover, unlike a Douglas Fir forest, these Oregon White Oak stands in their native state are almost ideal as a parkland for human beings. Oregon White Oak is special enough to create what is considered its own ecosystem.

Unfortunately, Oregon White Oak stands are found mostly in places that are also ideal for development. As a result, perhaps 99% of Oregon White Oak prairies have disappeared since white settlement began. Belatedly, perhaps, municipalities like Oak Harbor and bigger governments like Thurston County have enacted measures to protect Oregon White Oak. For its part, the Washington Department of Fish and Wildlife (WDFW) declared White Oak Prairies to be "priority habitats" to be preserved as long ago as 1998. While focusing on rural ecosystems, the WDFW also declared the value of urban stands of Oregon White Oak:

"In urban or urbanizing areas, single oaks, or stands of oaks <0.4 ha (1 ac), may also be considered priority habitat when found to be particularly valuable to fish and wildlife (i.e., they contain many cavities, have a large diameter at breast height [dbh], are used by priority species, or have a large canopy)."

E. Larsen and J. Morgan, "Management Recommendations for Washington's Priority Habitats: OREGON WHITE OAK WOODLANDS," Washington Department of Fish and Wildlife, Olympia, WA Jan. 1998, at 11.

In other words, it seems quite possible to me that the Oregon White Oaks on the VIC site got short shrift in the SEPA checklist for the VIC site development and that the development should therefore be subject to further analysis before final approval is granted by the City Counsel. Also, I am concerned about the obvious appearance of a conflict of interest in the VIC SEPA process where a city-sponsored development (VIC) is subjected to a SEPA checklist review by a city official (Mr. Snodgrass) and then given a Decision of Non-Significance by a city official (Mr. Snodgrass, again). Therefore, I think it is highly likely that I will attend the Planning Commission meeting on July 6 and recommend that, at a minimum, an outside agency or contractor be retained to perform the SEPA process, at least to the extent of specifically reviewing the need to balance preservation of Oregon White Oak habitat at the VIC site with the proposed development. **But first I would like a look at the VIC site, which is why I am asking for your assistance.**

A copy of the aerial photo of the VIC site from the SEPA Checklist is attached for your information. Here is a link to the 1998 WDFW report on Oregon White

Oak: <https://wdfw.wa.gov/sites/default/files/publications/00030/wdfw00030.pdf>

Mark Didrickson
(360) 694-4727



May 3, 2021

Chad Eiken, Director
Community and Economic Development
PO Box 1995
Vancouver, WA 98668

Re: Vancouver Innovation Center (VIC)
Comp Plan/Zone Change, Mixed Use Master Plan, Development Agreement

Dear Chad:

The purpose of this letter is to advise the City of Vancouver that the Evergreen School District is in support of the proposed VIC land use changes. As part of our long-range planning efforts, we appreciate working with the City of Vancouver and the development community to track land use changes and residential development to help us respond to future growth. We appreciate all efforts made to strike a balance of commercial and residential properties to help create parity in the tax base between businesses and homeowners, and the impact on the tax burden of District residents as the majority of funding for planned improvements are secured through voter approved bonds.

In our 2019-25 Capital Facilities Plan, we identified the need to acquire additional land for a future middle school within the area east of SE 164th Avenue and west of SE 192nd Avenue. The District has begun negotiations with the property owner to purchase twenty acres of property within the development. Schools (as a use) are not permitted within the current zoning which is "industrial". Provided the development is rezoned to "mixed use," school development will be permitted.

The twenty-acre parcel located within the Vancouver Innovation Center development meets the spacing criteria needed to develop a middle school. In addition, the VIC parcel is the only undeveloped property within the designated boundaries suitable for a middle school without development constraints (i.e. size, environmental, etc.) Although there most likely will be students residing within the residential component of VIC, new housing starts throughout the Evergreen School District will increase enrollment and therefore demand for a new middle school within the proposed neighborhood.

For these reasons, the district is hopeful the City will approve the necessary land use changes to permit development of a future school at the Vancouver Innovation Center.

Please feel free to contact me at Evergreen Public Schools Facilities Department at (360) 604-4077 if additional information is required.

Sincerely,

Susan Steinbrenner
Executive Director of Facilities

SS/rg

C: Bryan Snodgrass, City of Vancouver-Community Development

From: Trent Lott <trentlott34@gmail.com>

Sent: Sunday, May 9, 2021 6:51 PM

To: Planning Commission <PlanningCommission@cityofvancouver.us>; Picchioni, Tina <Tina.Picchioni@cityofvancouver.us>

Subject: Re: Comments for VIC - Old HP 18110 SE 34th Planning meeting

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

Hello Commision.

Thank you for your efforts in reviewing the development project at the VIC 18110 SE 34th Street. A few comments about the VIC Proposal going through the documents, public feedback and listening to the meetings. There are positives and negatives in any proposal. Knowing the details and expectations are key to a successful decision making. A few comments are noted below.

The documents are getting better in understanding the project scope. Have not been able to go over all of the documents yet. Have a few things to mention.

The **vancouver_innovation_center_applicant_renderings** document is impressive. It helps show the project and how it is proposed to look like. It has bus areas, and electric charging which were a few questions in the first email.

Valuation: No new documents so unknown the value of the property still.

The Document: **vancouver_innovation_center_applicants_market_analysis**

- Page 3 showing the map of the VIC Site Location & Vicinity Comprehensive Plan Designations is very good in putting the VIC project in perspective. It is a **2+ Westfield Vancouver Mall** size of a project for buildings not including School, Homes, and Apartments.

Master Plan vary:

The Document: vancouver_innovation_center_applicants_market_analysis

- Page 14 shows a different Master plan site than the other documents. The current documents shows Medium & High-Density Residential (Doc : **vancouver_innovation_center_applicant_renderings** - Page 20 & 21) Some of the information in the doc may be outdated based on the new Master Plan. The document **vancouver_innovation_center_staff_presentation** page 11 does talk about the Phase 4 with 610 multi-family housing units. The mixed use naming and not having all of the documents clearly show residential is confusion.

The school shows in some plans but not others.

Parking

Document: vancouver_innovation_center_applicant_renderings

- Page 16 shows current campus has 2400 parking stalls but in document (vancouver_innovation_center_master_plan_maps) Page 3 Parking Plan shows proposed Light Industrial (In Blue) at 5400 stalls. That is double of the current and in a smaller parking footprint than current. It is also colored under Shared parking. The parking is still a big question as with 10,000 people where are they all going to park? The parking garages only say potential parking garage and not confirmed. A parking Garage is not noted in the Proposed DA
Page 26 of document (vancouver_innovation_center_staff_report) in the proposed DA says a maximum of 5400 stalls. "6.7 Parking Plan. The IL LUA shall provide a minimum of 4.5 parking stalls per 1,000 square feet of employment space, with a maximum of 5,400 stalls."

Noise:

Did not see anything about the noise in the new documents. The previous comments were:
The Traffic Dept said it would spread out traffic flow during peak times . That would also spread out the noise traffic creates to a greater amount of time during the day and night.
Did not see anything about traffic noise abatement in the proposal. Is there any?
Is there any noise abatement for the businesses / buildings that are proposed?
What has happened to traffic in other developments? There must be other examples of a before traffic study and an after traffic study of a finished development to see what happens to traffic congestion and noise. This would help determine if the traffic projections were close in those and see what could happen at this project.

Thank you again commissioners for your commitment to the long term goals and future of Vancouver. Looking forward to the next meeting.

Sincerely,
Trent Lott

On Sun, Feb 14, 2021 at 6:45 PM Trent Lott <trentlott34@gmail.com> wrote:
Hello Commision.

Thank you for your efforts in reviewing the development project at the VIC 18110 SE 34th Street. A few comments about the VIC Proposal going through the documents, public feedback and listening to the meetings. Sorry for the length but this is a complex project the developer is proposing and the docs are hard to follow. There are positives and negatives in any proposal. Knowing the details and expectations are key to a successful decision making. This project has positives and negatives but finding details are hard to come by. A few comments are noted below and more details are needed to make good decisions and recommendations.

Comment A: School

Not sure about the school portion as little information is known.They talk as the deal is done.
What is the value of the land they are buying and where is the funding?
What is the timeline for the build out of the school?
That sale should be known to the public also as it is public money but have not seen the data for it posted.
Would not want the district to get the land and sit on it and sell it off later or not get the land and something unknown is built or sold off.

Any school will be fenced off as that is just the new standards. The public just cannot wander around a school.

Would like to see what Traffic looked like at other schools before the school went in and what the traffic turned out to be after the school was in use. This would help determine if the traffic projections were close.

Comment B - Traffic

The traffic folks said traffic would be fine but 5000-6400 Jobs + Shopping + School + Apartments + 1000 person event center is a tremendous amount of people. There are currently 1000 people there now and more people means more traffic.

To put in scale the Westfield Vancouver Mall is 883,000 Sq ft Retail space on 73 Acres, 4,250 parking spots.

The VIC Currently 700,000 Sq ft and the VIC wants 640,00 to 1,170,000 more sq ft + School + Homes + Apartments

A Possible sq ft Equals 1,340,000 - 1,870,000 Sq ft plus in business sq ft

The result could be 2+ Westfield Vancouver Mall size of a project for building not including School, Homes, and Apartments.

The Traffic Dept said it was ok but was confused that the work at 34th and 192nd would do nothing to improve traffic flow. They did talk about the 9 million going to them.

Page 26 of the presentation :

-Current trips 10,200 ADT (with 1000 people) Current people on site is 1000 (**page 16**)

-Future trips existing zoning 30,000 ADT

-Future trips under proposed zoning 26,982 ADT

Future people they want at the VIC Current buildings bring to 3000 jobs then add 2000-3400 jobs : Total 5000 - 6400 jobs

Add School + 1100 - 1300 housing units (guess 2 people each unit) - Total 2400 people plus 900 students (page 55 memo) for the school

Total 7800 - 9200 people + customers + guests + deliveries + others just coming to school and events

Why did future trips only triple with a possible 8 - 10X increase of people at the VIC from current.??

The peak trips did not make sense either with a 8 - 10X increase.

Comment C Noise

The Traffic Dept said it would spread out traffic flow during peak times . That would also spread out the noise traffic creates to a greater amount of time during the day and night.

Did not see anything about traffic noise abatement in the proposal. Is there any?

Is there any noise abatement for the businesses / buildings that are proposed?

What has happened to traffic in other developments? There must be other examples of a before traffic study and an after traffic study of a finished development to see what happens to traffic congestion and noise. This would help determine if the traffic projections were close in those and see what could happen at this project.

Comment D - Parking

Parking on the campus is a concern also. When the commission talked about how hard it is to find parking when you visit someone in an apartment complex that is so true. It will be a problem as people

will park in the neighborhood and walk to the VIC. Without good parking spaces the next door neighborhoods are going to suffer.

To put in scale the Westfield Vancouver Mall is 883,000 Sq ft Retail space on 73 Acres, 4,250 parking spots

Will any of the parking areas have power charger units for Electric cars?

Will there be a transit/bus center there?

Carpool area?

Did not see any parking at the park. I would expect people to not only walk to the park but drive also.

Comment E Ownership? Valuation?

Who truly owns the 179 acre property? From the records and documents they do not own a large portion that is spoken about in the meetings

Looks like 62.1 Acres are owned by them (VIC) and 115.74 acres are owned by SE Inc

In the meeting they denoted the value of the property at \$35M but which property/portion are they talking about.

Is it the \$35M the building portion they own or is the \$35M the empty land.

It could mean the total property is \$70M (\$35M + \$35M) and with the value increase to be \$91M (\$35M + \$56M) or if they talk about both portions increase \$112M total (\$56m+\$56M)

Something just seems off about the status, intentions and ownership as it is hard to follow.

All of the documents/presentations provided to the public shows 179 acres - nothing else. It seems there are other deals in the background that are going on.

Could these folks sell this agreement and then bargain to sell it away as they do not own the land and some other group builds an Amazon Center as they talked about.

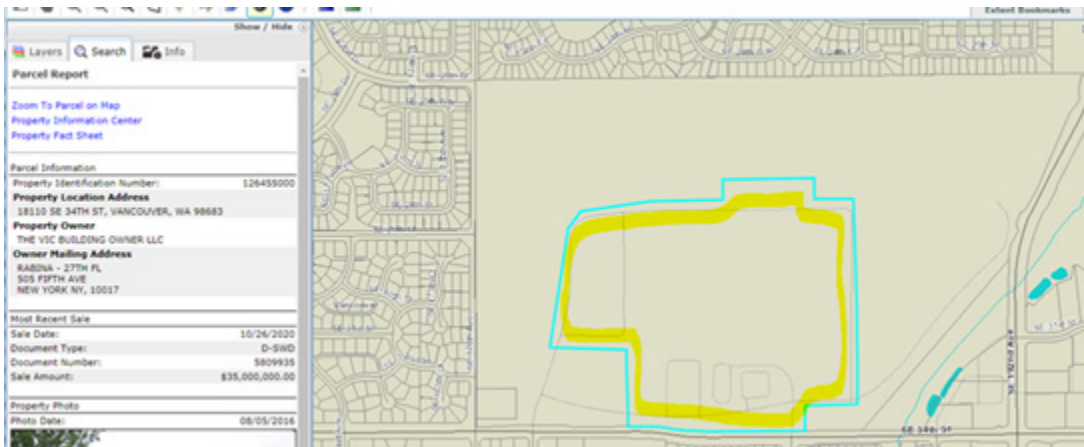
This DA needs a good detailed review as there seems to be much room for the VIC or whomever they are selling it to.

Below screenshots are some information reviewed from the records and document

Below is from Clark CCGIS Records and what was provided in the planning meeting.

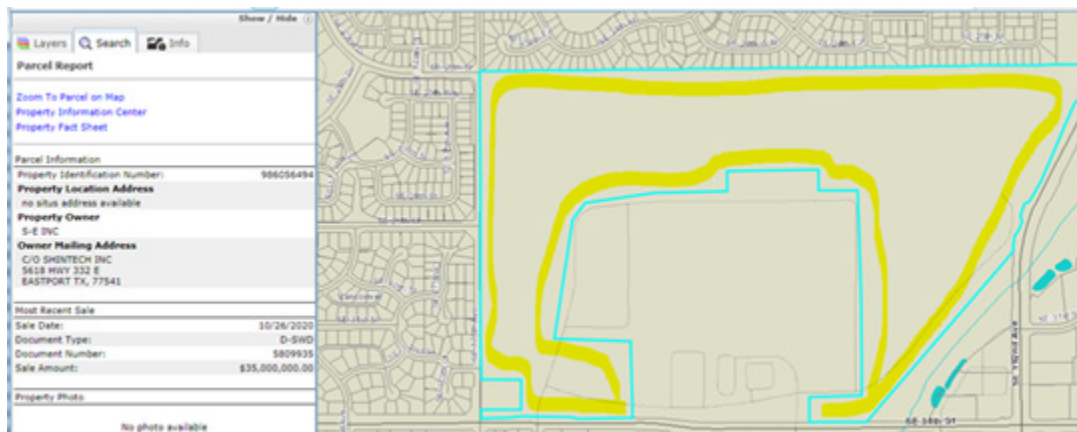
Property Identification Number: 126455000 [MapsOnline](#) [Fact Sheet](#)
Property Type: Real
Property Status: Active
Site Address: 18110 SE 34TH ST, VANCOUVER, WA 98683 ([Situs Addresses](#))
Abbreviated Description: #58.7 6-1-3E #10 MARTIN DLC, #22N,41,36,13 SIMMONS DLC 62.10A

Account		Building	Environmental	Taxes	Auditor Docs	Documents	Permits	Sales Search
Property Owner		Owner Mailing Address						
THE VIC BUILDING OWNER LLC		RABINA - 27TH FL 505 FIFTH AVE NEW YORK NY , 10017 US						
Administrative Data		Land Data						
Zoning Designation - Codes		Clark County Road Atlas Page 11						
Zoning Overlay(s)		Approximate Area Info... 2,705,076 sq. ft.						
Comprehensive Plan		62.1 acres						
Comp. Plan Overlay(s)		Subdivision no data						
Census Tract		Survey 009116						
Jurisdiction		014070						
Fire District		017189						
Park District		022131						
School District		Sales History						
Elementary		Sale Date 10/26/2020						
Middle School		Document Type D-SWD						
High School		Excise Number 830837						
Sewer District		Document Number 5809935						
Water District		Sale Amount \$35,000,000.00						
Neighborhood								
Section-Township-Range								



Property Identification Number: 986056494 [MapsOnline](#) [Fact Sheet](#)
 Property Type: Real
 Property Status: Active
 Site Address: (Situs Addresses)
 Abbreviated Description: #5&7 6-1-3E #10 MARTIN DLC, #22N,41,36,13 SIMMONS DLC 115.74A M/L

Account		Building	Environmental	Taxes	Auditor Docs	Documents	Permits	Sales Search
Property Owner		Owner Mailing Address						
S-E INC		C/O SHINTECH INC 5618 HWY 332 E EASTPORT TX , 77541						
Administrative Data		Land Data						
Zoning Designation - Codes		Clark County Road Atlas Page 11						
Zoning Overlay(s)		Approximate Area Info... 5,041,634 sq. ft. 115.74 acres						
Comprehensive Plan		Subdivision no data						
Comp. Plan Overlay(s)		Survey 009116						
Census Tract		014070						
Jurisdiction		017189						
Fire District		022131						
Park District		Sales History						
School District		Sale Date 10/26/2020						
Elementary		Document Type D-SWD						
Middle School		Excise Number 830837						
High School		Document Number 5809935						
Sewer District		Sale Amount \$35,000,000.00						
Water District								
Neighborhood								
Section-Township-Range								



In the 306 memo page document provided:

Page 10 talks about Tax parcels 126455000 and 126816000. #126455000 is the building portion owned by the VIC. #126816000 is a small portion owned by SE Inc. Could not find the 115.74 Property ID in the document but page 32 does note 115.88 acres

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Maren L. Calvert, Attorney
Horenstein Law Group PLLC
500 Broadway, Suite 370
Vancouver, WA 98660

Grantor : The City of Vancouver, Washington, a Washington municipal corporation

Grantee : S-E, Inc., a Delaware corporation and
The VIC Building Owner LLC, a Delaware limited liability company

Abbreviated Legal : Tax Lot #5&7 Section 6, T1N, R3E #10 Martin DLC, #22N, 41, 36, 13 WM Simmons DLC, and
Tax Lot #172 WM Simmons DLC, Section 6, T1N, R3E

Assessor's Tax Parcel Nos. : 126455000 and 126816000

Full Legal Description : See Exhibit A

Reference Numbers of Related Documents: 3343884, 5809816

THIRD AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This Third Amended and Restated Development Agreement (this "Restated DA") is entered into on this _____ day of _____, 2021, by and between The City of Vancouver, Washington, a Washington municipal corporation (the "City"), S-E, Inc., a Delaware corporation ("SE"), and The VIC Building Owner LLC, a Delaware limited liability company ("Developer"). Collectively, the City, SE, and Developer shall be referred to hereinafter as the "Parties."

The screenshot shows a web application for property information. On the left is a sidebar with a 'Layers' and 'Search' section. Below it is a 'Parcel Report' section with links: 'Zoom To Parcel on Map', 'Property Information Center', and 'Property Fact Sheet'. The 'Parcel Information' section displays the following details:

- Property Identification Number: 126816000
- Property Location Address: 3301 SE 178TH AVE, VANCOUVER, WA 98683
- Property Owner: S-E INC
- Owner Mailing Address: C/O SHONTECH INC, 5618 HWY 332 E, EASTPORT TX, 77541
- Most Recent Sale: Sale Date: 06/23/2009, Document Type: D-845, Document Number: 439394, Sale Amount: \$55,000,000.00

Below the sidebar is a map showing a residential area with a yellow square highlighting the specific parcel. At the bottom of the sidebar, it says 'Property Photo' and 'No photo available'.

RECITALS:

A. Whereas, Hewlett-Packard ("HP") acquired the real property encumbered with the HP South Campus Master Plan, as legally described on Exhibit A attached hereto ("Property") in the 1970's for the purpose of developing a large manufacturing campus for its own purposes;

B. Whereas, after building 715,000 square feet of office space, HP sold the Property to SE, an affiliate of Shin Etsu Chemical Corporation;

C. Whereas, SE determined after a number of years not to conduct any further business on or further develop the site;

D. Whereas, SE is the fee title holder to the property described in Exhibit A-1 ("Vacant Land");

E. Whereas, Developer is under contract with SE to acquire and develop the property described in Exhibit A-1;

F. Whereas, Developer holds fee title to the property described in Exhibit A-2 ("Existing Building");

G. Whereas, the land described in Exhibits A-1 and A-2 constitutes the whole of the land described in Exhibit A;

Page 32

EXHIBIT A-1 - S.E. Owned Property

A TRACT OF PROPERTY SITUATED IN THE WILLIAM SIMMONS DONATION LAND CLAIM AND THE HUTSON MARTIN DONATION LAND CLAIM OF SECTIONS 5 AND 6, TOWNSHIP 1 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, IN CLARK COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:

Page 35

EXHIBIT A-2 - VIC Building Owner LLC Property

REAL PROPERTY SITUATED WITHIN THAT TRACT OF LAND CONVEYED TO S-E INC., UNDER AUDITOR'S FILE NUMBER 4577169, CLARK COUNTY DEED RECORDS LOCATED IN SECTION 6, TOWNSHIP 1 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:

Page 63

They paid \$35M for the 62 acres and now the total 179 acres is now \$35M. This is a very confusing valuation presentation.

Valuation overview

Below is a pricing summary showing value based on assumptions outlined in the following pages. The two scenarios include a comparison of land values based on the proposed MX (Mixed-Use) zoning versus the current LI (Light Industrial) zoning.



Land Use Synopsis		
Description of Use	Area (AC)	Units / SF
Gross	179.0	---
School	20.0	---
Don St. Row	8.0	---
Total Net	151	

Description of Net Use	Area (AC)	Units / SF	JLL MX Zoned Value	\$ per land SF	Area (AC)	JLL LI Zoned Value	\$ per land SF
Existing Improvements / Light Industrial					179	\$35,000,000	\$5
Existing Improvements / Office / Flex Office / Retail	113.2	1,697,500	\$36,000,000	\$7			
WFR	8.0	450 units	\$7,436,250	\$12			
Residential	29.8	480 units	\$12,980,880	\$10			
Total	151		\$56,417,130	\$9	179	\$35,000,000	\$5

Page 66

Talks about Residual Land Value at \$56M

Valuation overview – mixed-use proposal

Residual Land Value			
ENTIRE MIXED-USE LAND VALUE RANGE			
	RATIONAL	TARGET	EMOTIONAL
Residual Land Value	\$48.9M	\$56.4M	\$62.5M
Residual Land Value / Site SF	\$7/sf	\$9/sf	\$10/sf

RESIDUAL LAND VALUE*							
Office / Retail Allocation				Multi-Housing Allocation			Single-Family Allocation**
	RATIONAL	TARGET	EMOTIONAL	RATIONAL	TARGET	EMOTIONAL	TARGET
Residual Land Value	\$33.5M	\$36.0M	\$38.5M	\$2.5M	\$7.4M	\$11.0M	\$13.0M
Residual Land Value / Site SF	\$7/sf	\$7/sf	\$8/sf	\$4/sf	12/sf	\$18/sf	\$10/sf

Page 7 of the presentation

Rezone Valuation and Industrial Viability

Findings:

- JLL report estimates site valuations of \$35 million under IL, \$56 million under MX

Thank you again commissioners for your commitment to the long term goals and future of Vancouver. Sorry again for this being so long. Look forward to the next meeting.

Sincerely,
Trent Lott

From: Anna Smith <annasmith@gmail.com>

Sent: Wednesday, May 5, 2021 2:35 PM

To: Planning Commission <PlanningCommission@cityofvancouver.us>

Subject: Planning Commission Workshop and Hearing on the Vancouver Innovation Center 5/11/2021

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

Dear Planning Commission Members,

I want to thank you for your work on the Planning Commission. After attending several meetings regarding the proposed Vancouver Innovation Center (VIC), it is clear that you are listening to the community feedback, and I genuinely appreciate that.

I continue to be concerned about the building heights for both the mixed-use area and the multi-family residential. Fisher's Landing is a suburban community, and the proposed building heights adjacent to 2 story single-family homes will feel like sky-scrapers in this area. Portland and other cities build tall buildings next to one-story single-family homes, and as a result, those homes lose exposure to sun and air circulation.

The prioritization of development in this area seems to be catching up with our infrastructure. Not only will the VIC add 27,000 daily trips, but there will also be additional traffic from the HP development and proposed Quarry development (all three on SE 192nd Avenue). Highway 14 is already highly congested, and the WA State funding to widen the highway will only go from I-205 to the SE 164th Avenue exit. I fear that many drivers will cut through surrounding residential neighborhoods to use the highway entrance on SE 164th, where there will be three lanes in each direction to help relieve the current congestion.

Another concern I share with many neighbors is the park deficit on the East Side of the City. With little open area left for the City to acquire, it will be hard to chip away at the 186-acre community park deficit plus the 44-acre city park deficit on the East Side alone./

More parks and more trees provide a better environment and planet. It also enhances the visual character of a place and would go a long way towards Vancouver not feeling so overdeveloped.

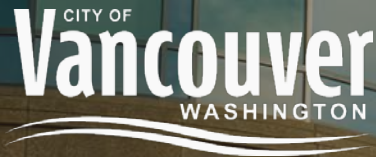
Best regards,

Anna Smith

Fisher's Landing, Vancouver

Vancouver Innovation Center Plan/Zone Change, Master Plan, and Development Agreement

VANCOUVER
CITY HALL



July 12, 2021

Vancouver City Council Workshop

Chad Eiken, COV Community and Economic Development Director

Bryan Snodgrass, COV Principal Planner

Julie Hannon, COV Parks, Recreation, and Cultural Services
Director

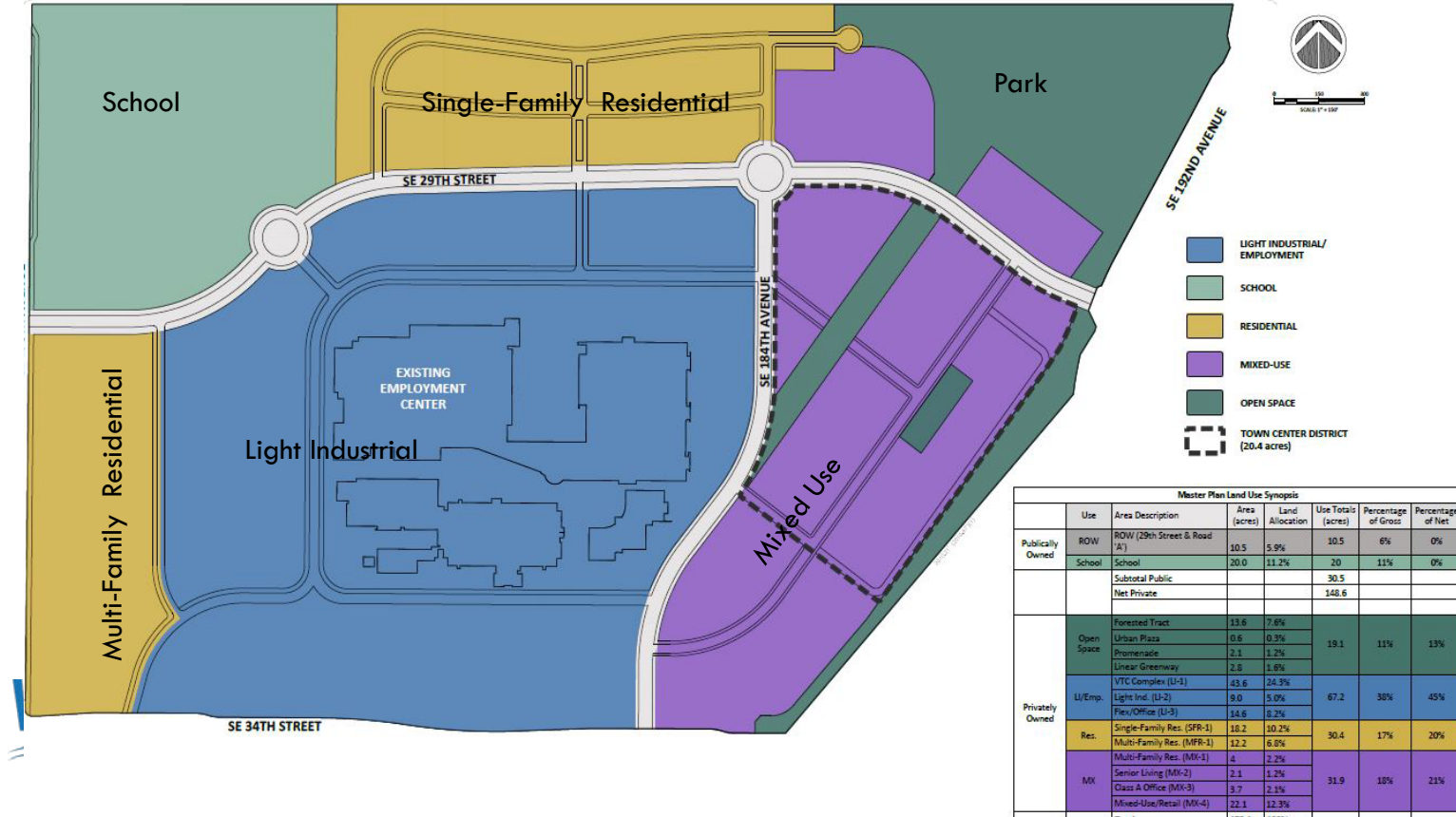
Presentation Overview

- Follows Council workshops on November 23 and December 21, 2020, and Planning Commission review at six workshops in 2020 and 2021 and a public hearing on July 6.
- Staff presentation including brief applicant remarks, and Council questions and identification of issues to address at upcoming August hearing.
- Ordinance first reading and public hearing scheduled for August 9 and August 16, 2021.

Site and Surroundings



Land Use Allocation Plan Map



VIC in summary

- Up to 5,000 jobs and 1,200 housing units over 15-year build-out
- Proposed sequencing: existing and new industrial area buildings first, followed by new multi-family housing at west end, and new single family housing at north end.
- Separate follow-up Master Plan required for Town Center portion of eastern mixed-use area within three years.
- Northeast forested tract to be preserved by covenant. Negotiations with City for sale land or public access easement within 150 days.

VIC in summary

- Conceptual agreement with Evergreen School District for sale of 20- acre property in northwest portion of site for future middle school campus.
- Design Standards and Principles addressing mobility, energy, water, building design, building finishes, heights, signage, tree canopy, open space, and street cross sections.
- Applicant led design review process prior to submitting for City review.

Master Plan Map



Impacts to Facilities and Services

- Proposal generates 27,000 vehicle trips per day and 2,000 trips during peak hours
- 10% less daily trips and half the peak hour trips as buildout under IL zoning
- Applicant to make proportionate share contributions to impacted roads and intersections near proposal site, dedicate and improve roads within site, and be subject to Transportation Impact Fees.
- Proposal generates 319 students, which serving schools have capacity to serve through temporary portable classroom capacity.
- Proposal generates additional park demand, but proposed on site park addresses park needs from site and surrounding community.

Light Industrial Area



Medium Density Housing Area



Low Density Housing Area



Town Center Portion of Mixed Use Area



Park Area



Park – Development Agreement Provisions

- Covenant to preserve 14-acre forested tract in perpetuity. Tract and improvements to be publicly accessible, whether through City purchase of tract outright or public access.
- Tract to include at minimum large universally accessible playground, dog park area, loop trails with benches and picnic areas, interpretive signage, reservable pavilions, unique bike/low ropes course feature or other equal or better features.
- The developer and the City still negotiating how the improvement will be installed and how the funding stream will be finalized. Cost parameters outlined in the Development Agreement, to be further refined in a Letter of Intent.
- Developer and City will begin collaborative work on design, the public access instrument, payment terms, etc. within 150 days from the date the restrictive covenant is recorded. Any remaining details will be incorporated into Town Center Master Plan.

Public and Stakeholder Input to Date

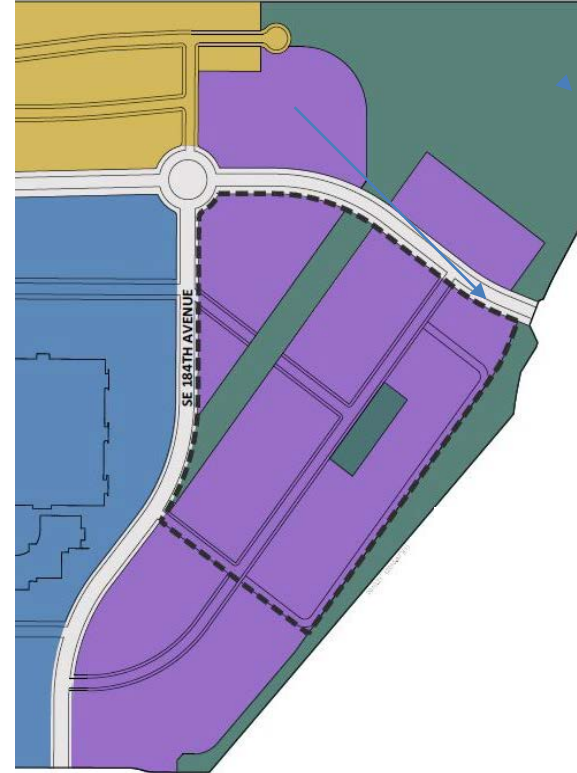
- City notice through re-application conference, Planning Commission workshops, newspaper publication, mailings, site postings, SEPA distribution, HOA meeting.
- Applicant outreach through hardcopy mail, site tours, virtual open houses. Applicant has also conducted outreach through open houses and on-site tours.
- Approximately 50 written comments received, most with concerns about traffic, tree retention, impacts on public services, sustainability and climate. Positive comments cite opportunities created by proposed park, housing and employment in mixed use setting.

VIC Sustainability and Climate Provisions

- Master Plan establishes mixed use setting providing for fewer vehicle trips than development under existing zoning
- Development Agreement stipulates application won't vest for any City standards related to sustainability and climate. Future development will be subject to the most recent standards as they evolve.
- Applicant has committed to the following in implementing project:
 - Work with C-Tran to increase bus service to the site
 - Upgrade lights and HVAC in the existing buildings, saving 6,362,399 kWh and 345,454 Therms per year
 - Install more electric vehicle stations than required by City Code
 - Treat and perform infiltration of all stormwater onsite, and upgrade all parking lot stormwater to then-current standards

July 6 Planning Commission hearing

- Commission voted 4-0 in support of proposal, with two modifications:
 - Expand boundaries of dashed Town Center (required to submit separate follow-up master plan within three years) to cover all of purple Mixed Use area, not just center of it.
 - Specify in Development Agreement that potential purchase of NE corner park be based on land values under existing IL zone, not future MX zone as currently proposed



July 6 Planning Commission hearing (cont.)

- Eight persons testified, all but one with written comments also submitted.
 - Four spoke in opposition or with concerns about climate and sustainability impacts, retention of more on-site trees, traffic and school impacts.
 - Two spoke in favor
 - Two spoke with neutral or mixed comments.



Next Steps

- City Council First Reading August 9
- City Council Public Hearing August 16
- If approved, Town Center Master Plan process to follow within 36 months.

Return to Council for Questions

- Bryan Snodgrass, Principal Planner, Community and Economic Development Department
bryan.snodgrass@cityofvancouver.us, 360-487-7946



Staff Report 095-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/12/2021

SUBJECT Approval of an Extension and Increase to an Existing Contract with Gordon TruckCenters #00814

Key Points

- The City initially contracted with Gordon Truck Centers, doing business as Freightliner Northwest, through the Washington State Contract #00814 for the purchase of walk-in vans, parts, and accessories for various replacements.
- Purchases from this contract will exceed the City's purchasing \$300,000 threshold.
- The City has ongoing replacement needs within its fleet, and staff is recommending that the City Council approve the continued use of this contract, which ends August 4, 2022.
- All other terms and conditions of the underlying contract would remain the same.
- The original contract was competitively bid and conforms to the bidding requirements set forth by the State of Washington.

Strategic Plan Alignment

N/A

Present Situation

The City uses State of Washington contract #00814 with Gordon Truck Centers for purchase of walk-in vans, parts, and accessories for various replacements. This contract awarded to Gordon Truck Centers includes many of the City's uniform unit platforms. In keeping with Fleet Service's effort to streamline the City's fleet, staff is requesting the ability to purchase from this contract and take advantage of the contract pricing.

Advantage(s)

1. Currently, the City purchases walk-in vans, parts, and accessories through the State of Washington contract that matches the current City standard.
2. The vendor covered under this contract has continuously provided high quality, dependable equipment and service that help maintain uniformity in the City fleet and the operational

needs of multiple City maintenance departments.

3. The approval for continued use of this contract will enable Fleet Services to order the required fleet replacement equipment while taking advantage of the Washington State contract's competitive pricing.

Disadvantage(s)

None

Budget Impact

None. The City will utilize the contract on high priority essential equipment purchases and will stay within the current authorized budget for vehicle purchases.

Prior Council Review

None

Action Requested

Authorize the City Manager or his designee to approve purchases under Washington State Contract #01513 for the life of the contract with Gordon Truck Centers, up to the current authorized budget.

Dan Zenger, Equipment Services Manager, 360-487-8205

ATTACHMENTS:

- ▣ Washington State Contract and Amendments

Contract 00814, Walk-in Step Vans or Similarly Situated Vehicles, Various Sizes

Contract and Amendments

Awarded contractor(s)

Valley Freightliner Inc.

13232 Case Rd. SW

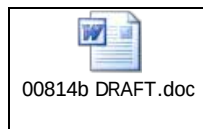
Olympia, WA 98512

360-754-2006

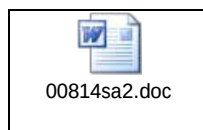
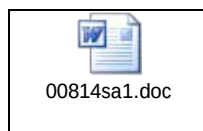
DES Contract Specialist:

Glen McNeill
Master Contracts and Consulting
(360) 407-9417
glen.mcneill@des.wa.gov

Contract and amendments



Solicitation Amendments



Contract 00814 – Walk-in Step Vans or Similarly Situated Vehicles, Various Sizes

Contract and Amendments

Page 2

Contract Signature Page





Invitation for Bid 00814

Walk-in Step Vans or Similarly Situated Vehicles, Various Sizes

The Washington State Department of Enterprise Services (DES), Master Contracts and Consulting Unit (MCC), issues this Invitation for bid (IFB) under the authority of the Revised Code of Washington (RCW) [39.26](#). DES reserves the right to modify dates and times. Any changes will be sent electronically as amendments to all users of Washington's Electronic Business Solution (WEBS) who downloaded this IFB.

Posting Date.....6/11/14

Complaint & Question Period.....6/11/14 through 7/02/14

.....Note: Complaints must be received no later than 7/02/14 (see Section 2.2)

Bids Are Due7/11/14 by 2:00 pm PST

.....Note: See Section 3.2 for a checklist of all required submittals

Anticipated Award Date7/16/14

Procurement CoordinatorGlen McNeill
(360) 407-9417
glen.mcneill@des.wa.gov

Deliver Bids to.....Washington State Department of Enterprise Services
Master Contracts and Legal
1500 Jefferson St. SE
Olympia, WA 98501

Attention: Bid Clerk, Master Contracts and Consulting Unit

IMPORTANT: Bids must be delivered in a sealed package and should have the following information on the outside:

- IFB number
- Bid due date and time
- Procurement coordinator's name
- Name and address of bidder's company

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1 SUMMARY OF OPPORTUNITY

1.1 Background

The state of Washington has an ongoing need for walk-in step vans or similarly situated vehicles in a variety of sizes. The purpose of this IFB is to establish a statewide master contract for such walk-in step vans, as well as any related as-needed products, equipment and services.

1.2 Purchasers

The primary users of this contract are expected to be political subdivisions (e.g., cities, counties and public utility districts).

This contract will, however, be available for use by all Washington state agencies, as well as higher education institutions, political subdivisions and special districts, and qualifying nonprofit corporations who have signed the State's Master Contracts Usage Agreement (the "MCUA").

The contract will also be available for use by the Oregon Cooperative Purchasing Program (the "ORCPP").

If in need of a walk-in step van, Washington State agencies are required to purchase from the contract resulting from this IFB.

While use of the contract by political subdivisions, nonprofit corporations and ORCPP members is optional, DES encourages them to use its master contracts. Their use may significantly increase purchase volume. Their orders are subject to the same terms, conditions and pricing as Washington state agencies.

DES accepts no responsibility for orders or payment by any customer or purchaser. For a list of participating customers, see:

- MCUA: <https://fortress.wa.gov/ga/apps/ContractSearch/MCUAListing.aspx>
- ORCPP members: <http://www.oregon.gov/DAS/EGS/ps/ORCPP/orcppMemberList.pdf>

1.3 Contract Term

The initial term of the contract is one year from award, with the option to extend for additional term(s) or portions thereof.

Extensions will be exercised by mutual agreement between DES and awarded contractor(s). Extensions will only be effective upon written notice to the contractor(s) via amendment.

The total contract term, including the initial term and all extensions, will not exceed eight years unless circumstances, as determined in DES's sole discretion, require a special extension.

DES reserves the right to extend or not extend with any contractor. DES is not required by extending with one contractor to extend with another. Bidder/Contractor understands accepts and agrees that the state may allow the contract to expire for any reason or no reason.

1.4 Estimated Usage

Based on historic purchasing patterns, purchases over the initial one year term of the contract could approximate \$2,000,000.

DES does not represent or guarantee any minimum purchase.

2 IFB OVERVIEW

2.1 Announcement and Special Information

The IFB, its appendices, attachments, amendments and any incorporated documents will comprise the entire IFB. The IFB will result in a contract between DES and the awarded contractor upon DES's countersignature.

By responding to this IFB, a bidder acknowledges having read and understood the entire IFB and accepts all information contained within the IFB without modification.

NOTE: The Standard Terms & Conditions (see Appendix A) contains general provisions and terms for Solicitations issued by DES. Should a term within the Standard Terms & Conditions conflict with a term elsewhere in the IFB, the latter will prevail.

2.2 Complaint, Debrief and Protest (General Information)

Section 2.2 herein provides a general background on Complaints, Debriefs and Protests. For applicability and procedural requirements, see Appendix F – Complaint, Debrief and Protest Procedures.

Complaint: This solicitation offers a complaint period for bidders wishing to voice objections, raise concerns or suggest changes to this solicitation. The complaint period ends five business days before the bid due date.

Failure by the bidder to raise a complaint at this stage is a waiver of the complaint. DES will consider all complaints but is not required to adopt a complaint in part or full. If bidder complaints result in changes to the IFB, written amendments will be issued and posted on WEBS.

Complaints must be sent to the Procurement Coordinator (see first page of this document for contact information).

Debrief: Debrief meetings are an opportunity for the bidder and the Procurement Coordinator to meet and discuss the bidder's bid. A debrief is a prerequisite for a bidder wishing to lodge a protest.

Following the evaluation of the bids, DES will issue an Announcement of the Apparent Successful bidder (the "ASB"). While this announcement may be made by any means, DES will likely announce via email to the bidder's email address provided in the bidder's bid. Bidders will have **three business days** to request a debrief meeting following the announcement of the ASB(s).

Once a debrief meeting is requested, DES will offer the requesting bidder one meeting opportunity and notify the bidder of the debrief meeting place, date and time. DES will likely schedule the debrief meeting shortly following the Announcement of the ASB and the bidder's request for a debrief meeting.

DES will not allow the debrief process to delay the award or be used as a delaying tactic. Therefore, it is the bidder's responsibility to ensure it attends its debrief meeting scheduled by DES.

Protest: Bidders wishing to protest must do so in conformity with Appendix F – Complaint, Debrief, and Protest Procedures located in the Appendices section below.

2.3 Washington's Electronic Business Solution

Bidders are solely responsible for:

- Properly registering with Washington's Electronic Business Solution ("WEBS") at <https://fortress.wa.gov/ga/webs>.

- Maintaining an accurate Vendor profile in WEBS.
- Downloading the IFB packet consisting of the IFB, all appendices, and incorporated documents related to the IFB for which you are interested in bidding.
- Downloading all current and subsequent amendments to the IFB to ensure receipt of all IFB documents.

Notification of amendments to the IFB will only be provided to those vendors who have registered with WEBS and downloaded the IFB from WEBS. Failure to register with WEBS and/or download the IFB from WEBS may result in a bidder having incomplete, inaccurate, or otherwise inadequate information.

2.4 Amendments

Prior to the bid due date and time, DES reserves the right to change portions of this IFB. All changes will be issued in writing by DES as an amendment and incorporated into the IFB.

If there is any conflict between amendments, or between an amendment and the IFB, the document issued last in time will prevail.

Only bidders who have properly registered and downloaded the original IFB directly via WEBS will receive notification of amendments and other correspondence pertinent to the procurement.

2.5 Bidder Communication Responsibilities

During the IFB process, all bidder communications concerning this IFB must be directed to the Procurement Coordinator. Unauthorized contact regarding this IFB with other state employees involved with the IFB may result in disqualification. All oral and written communications will be considered unofficial and non-binding on DES. Bidders should rely only on written amendments issued by the Procurement Coordinator.

Bidders are encouraged to make any inquiry as early in the process as possible to allow DES time to consider and respond. While the Procurement Coordinator will do his/her best to respond to all inquiries, the Procurement Coordinator is not required to respond.

Additionally, if a bidder does not notify DES of an issue, exception, addition, or omission, DES may consider the matter waived by the bidder for protest purposes.

If bidder inquiries result in changes to the IFB, written amendments will be issued and posted on WEBS.

2.6 Bidder Responsiveness

Bidders must respond to each question and requirement contained in this IFB. Failure to comply with any applicable item may result in a bid's being deemed non-responsive. Non-responsive bids will be disqualified.

DES reserves the right to determine the bidders' compliance with the requirements specified in this IFB and to waive informalities in a bid. An informality is an immaterial variation from the exact requirements of the competitive IFB. An immaterial variation is one that has no effect or merely a minor or negligible effect on quality, quantity, or delivery of the supplies or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of or be otherwise prejudicial to the procurement. DES reserves the right to determine whether a requirement is merely an informality.

2.7 Pricing

Bid prices must include all cost components needed for the delivery of the goods and/or services as described in this IFB. Bids are to be FOB Destination, freight prepaid and included.

All costs associated with the goods and/or services must be incorporated into the Bid price.

Failure to identify all costs in a manner consistent with the instructions in this IFB is grounds for disqualification.

2.8 Vendor Management Fee

Contractor must pay a Management Fee of 0.74% (.0074) to DES on all state of Washington contract sales. This provision does not include or supersede fee terms owed to other entities such as the Western States Contracting Alliance (WSCA), National Association of State Procurement Officials (NASPO), or governmental entities other than the state of Washington.

The Management Fee's funding stream is assumed to be the Contractor's pricing and will be treated as such even if not true. The DES management fee shall not appear as a separate line item on any invoice. The DES management fee will not be referenced or appear as a separate breakout on any price list or other customer document or public catalog, flyer, website or similar information device.

DES may, at its sole discretion, increase, decrease, or eliminate the Management Fee. Any decreases or elimination to the management fee will be reflected in contract pricing commensurate with the adjustment. Any increase of the management fee will be reflected in the Contractor pricing provided the Contractor makes a timely request, otherwise the pricing will not be increased. DES Management Fee written notifications will become effective for new purchases or new change orders to existing purchases 30 calendar days after notification unless DES grants additional time. Any management fee change and if applicable, any change in the Contractor's pricing, will also be memorialized in a DES contract amendment. Failure by the Contractor to timely sign the amendment within the 30 days written notice period may result in suspension or termination.

The Management Fee must be paid on a quarterly basis. Contractors must report usage (contract spend) no later than 30 days after the close of the quarter. Within 60 days of the end of the quarter, DES will send an invoice based on the usage reported (money received, less any taxes, returns, credits, or adjustments). Within 90 days after the close of the quarter, the management fees are due. See Schedule below. Failure to report accurate usage data or remit timely payment is cause for contract termination and/or other remedies provided by law.

Schedule:

Contractor will provide Usage Reports and Management Fees quarterly, per the following schedule:

FOR ACTIVITY IN THESE MONTHS:	USAGE REPORTS DUE	MANAGEMENT FEES DUE
<u>Quarter 1</u> January, February and March	April 30th of same year	June 30th of same year
<u>Quarter 2</u> April, May and June	July 31st of same year	September 30th of same year
<u>Quarter 3</u> July, August and September	October 31st of same year	December 30th of same year

<u>Quarter 4</u> October, November and December	January 31st of following calendar year	March 30th of same year
---	--	-------------------------

Taxability (if applicable): In 2013, the WA Department of Revenue announced that if the underlying transaction requires application of sales tax, then the Management Fee portion of the transaction is also subject to sales tax. However, when the Management Fee that is held in trust by the Contractor is remitted to DES, it is not taxed a second time.

The State reserves the right to audit, or have a designated third party audit, applicable records to ensure that the usage report to the State is accurate and all Management Fees have been paid. Failure to accurately report Total Net Sales, to submit a timely Usage Report, or remit timely payment of the Management Fee, may be cause for contract termination, the charging of interest or penalties, and/or the exercise of other remedies provided by law.

Management Fee payment must reference the contract number, Work Request Number (if applicable), the year and quarter for which the Management Fee is being remitted, and the contractor's name as it is known to DES, and the DES invoice number. All payments must be sent to:

State of Washington, Dept. of Enterprise Services
Finance Dept.
1500 Jefferson Street
Mail Stop 41460
Olympia WA 98501

2.9 Non-Endorsement and Publicity

In selecting a bidder to supply goods and purchased services specified herein to contract purchasers, neither DES nor the purchasers are endorsing the bidder's goods and purchased services, nor suggesting they are the best or only solution to their needs.

2.10 No Costs or Charges

Costs or charges incurred before a contract is fully executed are the sole responsibility of the bidder.

2.11 Dealer Authorization

The bidder, if other than the manufacturer, must upon request provide a current, dated and signed authorization from the manufacturer that the bidder is an authorized distributor, dealer or service representative and is authorized to sell the manufacturer's products. Failure to do so may result in bid rejection.

2.12 Economic and Environmental Goals

In support of the state's economic and environmental goals, although not an award factor (unless otherwise specified herein), bidders are encouraged to consider the following in responding to this IFB:

- Support for a diverse supplier pool, including small, minority and women-owned business enterprises. MCC has established voluntary numerical goals of 3 percent WBE and 3 percent MBE for this IFB. Achievement of these goals is encouraged whether directly or through subcontractors. Bidders may contact the Office of Minority and Women's Business Enterprise to obtain information on certified firms or to become certified.

- Use of environmentally preferable goods and services, including post-consumer waste and recycled content.
- Products made or grown in Washington.

3 PREPARATION OF BIDS

3.1 Bid Submittals (Checklist)

The following checklist identifies the electronic copy submittals which collectively comprise a bid. Any bid received without items identified as **REQUIRED** below may be rejected as non-responsive. Please identify each page of the submittals as well as any supplemental materials with your company name or other identifiable company mark.

- ÿ **Signature (REQUIRED):** Complete and return a signed (in blue ink) original of the Authorized Offer and Contract Signature Page (see pages 18-19).
- ÿ **Specification Requirements (REQUIRED):** Complete as instructed and return a copy of Appendix B – Specification Requirements for Categories 1, 2, 3 and 4 (see page 17).
- ÿ **Price Worksheets (REQUIRED):** Complete as instructed and return a copy of
 - o (1) Appendix C – Price Worksheet for Categories 1, 2, 3 and 4; and
 - o (2) Appendix D – Price Worksheet for Category 5 (see page 17).
- ÿ **Bidder Profile (REQUIRED):** Complete as instructed and return a copy of Appendix E – Bidder Profile (see page 17).
- ÿ **IFB amendments (AS INSTRUCTED):** If instructed to do so in any amendment to this IFB, sign and return a copy.

3.2 Format

Bidders should provide one electronic copy (see Section 3.3, Electronic Copies) of the required Bid submittals (see Section 3.1, Bid Submittals) to the Procurement Coordinator's email inbox (see Cover Page of this IFB for contact information and email subject line).

Bids must be legible, completed in ink with an electronic printer or other similar office equipment, and properly signed by an authorized representative of the bidder. All changes and/or erasures must be initialed in ink.

Unsigned bids will be rejected unless clear evidence establishes the bidder's desire and intent to be bound by the bid, such as a signed cover letter. Incomplete or illegible bids may be rejected.

3.3 Electronic Copies

DES will require one hard copy as well as accept electronic submittals in the following formats: .doc, .docx, .xls, .xlsx on a flash drive or disk. If there is a conflict the Hard Copy will prevail over the accompanied electronic submittal.

3.4 Due Date and Time

Bids must be received on or before the due date and time at the address specified on this IFB's cover page. Time of receipt will be the official time the bid appears in the Procurement Coordinator's email inbox.

If a bid is late or received at a location other than that specified it will be rejected.

3.5 Bid Opening

After the bid due date and time, the Procurement Coordinator will open and process bids, protecting the confidentiality of the contents. The names of the bidders will be recorded and made available upon request. Bid contents will not be available for public view until after the announcement of the apparent successful bidder ([RCW 39.26.030](#)).

4 EVALUATION AND AWARD

4.1 General Provisions

- Bidder responsiveness, responsibility and price factors will be evaluated based on the evaluation process described in this section.
- Contract award will be based on the evaluation and award criteria established herein and will be subject to consideration of all factors identified in [RCW 39.26](#) and other criteria identified in the IFB.
- Bidders whose bids are determined to be non-responsive will be rejected and will be notified of the reasons for rejection.
- After bids have been submitted, DES may require individual bidders to appear at a time and place determined by DES to discuss contract requirements. Any such meeting should not be construed as negotiations or an indication of DES's intention to award.
- DES reserves the right to: (1) Waive any informality; (2) Reject any or all bids, or portions thereof; (3) Accept any portion of the items bid unless the bidder stipulates all or nothing in their bid; (4) Cancel an IFB and re-solicit bids; (5) Negotiate with the lowest responsive and responsible bidder to determine if that bid can be improved for the purchaser; (6) Award on an all or none consolidated basis taking into consideration "lifecycle costs"; and (7) Award in aggregate when in the best interest of the state.
- Preferences and Penalties: Preferences and penalties that are required by law, rule, or IFB will be applied to bid pricing. Some preferences and penalties may be added by contract language and could be applied to bid pricing. A preference reduces the bidder's stated price by the amount of the preference and is an advantage to the bidder. A penalty increases the bidder's stated price by the amount of the penalty and is a disadvantage to the bidder. Preferences and penalties are applied to the pricing for evaluation purposes only but are not applied for purchasing purposes.
- References: DES reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of products/service/industry and timeliness. Any negative or unsatisfactory reference may be reason for rejecting a bidder as non-responsible. DES reserves the right to waive the reference check.
- Provided all evaluation steps are met, the steps may be carried out in any order.

Scoring

The scoring criteria will be as follows:

Step 1: Responsiveness based on bid submittal. If it appears responsive, move to Step 2

Step 2: Pricing. The bidder offering the lowest evaluation total is the lowest bidder.

4.2 Determination of Responsiveness

Before any substantive evaluation, DES will review bids on a pass/fail basis to determine compliance with administrative requirements as specified herein.

DES reserves the right to determine, at its sole discretion, whether a bidder's response to a minimum IFB requirement is sufficient to pass. However, if all bidders fail to meet any single IFB requirement, DES may reject all bids and cancel the IFB or waive the requirement from the IFB's criteria for responsiveness.

If DES determines a bid is responsive, DES will substantively evaluate the bid to determine whether the bid merits an award.

4.3 Determination of Responsibility

DES reserves the right to make reasonable inquiry to determine the responsibility of any bidder. Requests may include, but are not limited to, financial statements, credit ratings, references, record of past performance, clarification of bidder's offer, and on-site inspection of bidder's or subcontractor's facilities. Failure to respond to these requests may result in a bid's being rejected as non-responsive.

4.4 Technical Specifications Evaluation

This solicitation contains sets of technical specifications that are located in Appendix B (see page 17). The specifications are intended to be completed by the bidder and then returned as a bid submittal as part of its bid response.

The design of the specifications allows and requires the bidder to state, line by line, whether or not the bidder's offered product, materials, equipment, services, warranties, etc. meet or exceed the specifications or whether the bidder is offering an alternative in lieu of the state's specification.

Regarding the "describe offered alternatives" box, if the product meets the specifications then leave this space blank and simply mark the "check if as specified" box. DO NOT USE the "describe offered alternatives" box to describe new or exciting additional information. DO USE the "describe offered alternatives" box to explain how your product does not meet the state's specification.

In some cases, the specification line is a hard requirement, while in other cases the specification line will permit an equivalent. The State does not want to mislead the bidder. In the specifications, the State has identified what it wants and prefers the bidder to provide. While in many cases a bidder may offer an equivalent alternative, evaluation of such involves subjectivity and may prevent a uniform evaluation among the bids. Therefore, bidders are hereby warned that listing an equivalent alternative substantially increases the risk that a bidder will be rejected as non-responsive to the bid.

The solicitation offers a Question and Answer period that allows the bidder to request clarification, ask questions, offer suggestions, etc. The bidder should use the Question and Answer period if the bidder has any doubts its offered product, materials, equipment, services, warranties, etc. will meet the State's specifications. Once the bids are opened and evaluated, there is no opportunity to change the bid and the bid will survive or fail on its own merit.

The solicitation is segmented by category and the technical specifications are linked to the price sheet. For instance, the Category 1 specifications are linked to the Category 1 price line on the price sheet. When the bidder records a Category 1 price on the price sheet, the bidder warrants that it will provide a unit that meets the required specifications.

The technical specifications are a bid submittal and are segmented by category. The Bidder shall fully complete and return all technical specifications (all categories) with its bid response to the state. Failure could result in the bid's being rejected. The bidder should mark each and every page of its bid, including the technical specifications, with the bidder's company name.

DES reserves the right to request that the Apparent Successful Bidder document that its product or service meets the specifications requirements (see Appendix B –Specifications Requirements). Failure to fulfill this request within 10 business days of the request may be cause for rejection.

Subject matter experts may provide an advisory role to review and determine if the submitted specifications match the IFB's specifications requirements.

4.5 Segmentation

This IFB contains five categories:

Category 1 – Walk-in Step Van, 15,000 lb. GVWR

Category 2 – Walk-in Step Van, 19,000 lb. GVWR

Category 3 – Walk-in Step Van, 25,500 lb. GVWR

Category 4 – Commonly Configured Van

Category 5 – Comprehensive Option List

For specifications on each category, see Appendices B, C and D on page 17 of this document.

Bidders must bid on each of Categories 1, 2, 3 and 4.

For evaluation purposes, price is determined by adding:

- (1) Delivered price of Category 1 – Walk-in Step Van, 15,000 lb. GVWR;
PLUS
- (2) Delivered price of Category 2 – Walk-in Step Van, 19,000 lb. GVWR;
PLUS
- (3) Delivered price of Category 3 – Walk-in Step Van, 25,500 lb. GVWR;
PLUS
- (4) Delivered price of Category 4 – Commonly Configured Van.

Bidders are advised that while Category 5 (Comprehensive Option List) is not evaluated for award purposes, prices will be checked for reasonableness. If prices are not deemed reasonable, DES will give the Bidder an opportunity to provide a superior offer or be partially or fully eliminated from possibility of award.

4.6 Selection of Apparent Successful Bidder

It is this IFB's intent to name up to three Apparent Successful Bidders for the entire contract.

The responsive and responsible bidder(s) who meets all of the IFB requirements and who has the lowest price evaluation will be the Apparent Successful Bidder. Up to two other bidders will be named Apparent Successful Bidders, provided they are within five percent (5%) of the Apparent Successful Bidder.

DES reserves the right to request additional information or perform tests and measurements as part of the evaluation process before award. Failure to provide requested information within 10 business days may result in disqualification.

Before award, DES may negotiate with an Apparent Successful Bidder to determine if a bid can be improved.

Designation as an Apparent Successful Bidder does not imply that DES will issue an award to such Apparent Successful Bidder. It merely suggests that DES believes the Apparent Successful Bidder's bid to be responsive. This designation allows DES to perform a responsibility analysis and ask for additional documentation. DES may also re-examine the bid to determine whether the bid is truly as responsive as initially believed. The bidder must not construe this as an award, impending award, attempt to negotiate, etc. If a bidder acts or fails to act as a result of this notification, it does so at its own risk and expense.

4.7 Announcement of Apparent Successful Bidder

Following the selection of the Apparent Successful Bidder(s), DES will notify bidders of the Apparent Successful Bidder.

Following this announcement, bidders may request a debrief conference (see Section 2.2 – Complaints, Debriefs and Protests (General Information); see also Appendix G – Complaint, Debrief and Protest Procedures).

NOTICE: For unsuccessful bidders wishing to file a protest, a debrief meeting is a time-sensitive prerequisite. For purposes of maintaining eligibility to file a protest, unsuccessful bidders have three business days following the announcement of the Apparent Successful Bidder to request a debrief. Additional Protest information is in section 2.2 above.

4.8 Bid Information Availability After Announcement of the Apparent Successful Bidder

After the Announcement of the Apparent Successful Bidder, bidders may get the results of the IFB evaluation and award by accessing <https://fortress.wa.gov/ga/apps/ContractSearch/ContractSearch.aspx> or contacting the Procurement Coordinator. Bidders may also schedule an appointment to review the bidding process.

4.9 Award

An award, in part or full, is made upon DES's delivery to the Contractor of DES's countersignature on the signature page ([Authorized Offer and Contract Signature Page](#)). In some circumstances, DES may include an award letter which further defines the award and is included by reference to accompany the signature page.

DES reserves the right to award by region, entire state, or on an all-or-nothing consolidated basis.

Following the award, all bidders will receive a Notice of Award. A Notice of Award will most likely occur through a WEBS notification.

5 CONTRACT INFORMATION

5.1 Incorporated Documents and Order of Precedence

A bid submitted to this IFB is an offer to contract with DES.

A bid becomes a contract only when awarded and accepted by DES, as evidenced only by DES countersignature (see Appendix A, Section 4, "Master Contract Execution.")

The documents listed below are, by this reference, incorporated into a contract resulting from this IFB as though fully set forth herein. No other statements or representations, written or oral, are a part of the contract.

- a. The IFB

- b. The awarded vendor/contractor's bid (accepted portions)
- c. All appendices
- d. IFB amendments (if any)
- e. Award letter (if any), which may also include clarifications gained during the evaluation process and negotiated matters made with the Apparently Successful Bidder, and detail which part or parts of the Solicitation were awarded to the bidder.

In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes and regulations
- b. Mutually agreed written amendments to the resulting contract
- c. The Award letter (if any)
- d. The contract, including all accepted portions of the documents incorporated in the subsection immediately above.

Conflict: To the extent possible, the terms of the contract must be read consistently.

Conformity: If any provision of the contract violates any Federal or state of Washington statute or rule of law, it is considered modified to conform to that statute or rule of law.

5.2 Parties

This contract is entered into by and between the state of Washington, acting by and through DES, and the awarded contractor with the parties more fully described in the Master Contract Execution section of Appendix A.

5.3 Authority to Bind

The signatories to this contract represent that they have the authority to bind their respective organizations to this contract.

5.4 Counterparts

This contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate will be deemed an original copy of this contract signed by each party, for all purposes.

5.5 Sales Report

The contractor must provide a Sales Report to DES on a quarterly basis in the electronic format provided by DES at: <https://fortress.wa.gov/ga/apps/CSR/Login.aspx>.

Reports must be submitted electronically within thirty (30) days after the end of the calendar quarter (i.e., no later than April 30th, July 31st, October 31st and January 31st).

5.6 Changes

DES reserves the right to modify the resulting contract (including but not limited to adding or deleting products) by mutual agreement between DES and the contractor. Alterations to any of the terms, conditions, or requirements of this contract will only be effective upon written issuance of a mutually-agreed contract amendment by DES. However, changes to point of contact information may be updated without the issuance of a mutually-agreed contract amendment.

5.7 Price Adjustments

Firm and Fixed Period

Pricing will remain firm and fixed for one year from date of award of the contract.

Price Protection

The contract prices are the maximum prices the contractor may charge.

If lower pricing for similar quantities becomes effective for the contractor, purchasers must be given immediate benefit of such lower pricing. The contractor may also offer volume and promotional discounts.

Contractor agrees all the prices, terms, warranties, and benefits provided in this contract are comparable to or better than the terms presently being offered by the contractor to any other governmental entity purchasing similar quantities under similar terms. If, during the term of this contract, the contractor enters into contracts with other governmental entities providing greater benefits or more favorable terms than those provided by this contract, the contractor is obligated to provide the same to purchasers for subsequent purchases. Contractor will notify DES of changes in contract pricing.

Price Increases

After 365 days from date of Award, the Contractor may propose price increases on an annual basis by written notice to the Contract Administrator. Price increases are to be on a pass-through basis only and must not produce a higher profit margin for the Contractor than that established by original contract pricing. A minimum of 45 calendar days advance written notice is required and must be accompanied by supporting documentation, including (1) the Contractor's supplier's invoices or notifications evidencing a price increase; and (2) Producer Price Indices from the Bureau of Labor Statistics (<http://www.bls.gov/ppi/>). Supporting documentation must evidence that the contractor's costs have increased. It is not enough to show that market prices in general have increased.

Consideration of price increases will be at the sole discretion of DES. If a price increase is approved in-part or in-full, the resulting new contract pricing will be implemented through a contract amendment. Price adjustments granted by the DES shall remain unchanged for at least 365 calendar days thereafter.

The Contractor may propose automatic yearly price adjustments by reference to PPI indices. In such case, the Contractor need not provide supplier invoices or notifications evidencing a price increase. However, the Contractor's prices will increase or decrease per the agreed upon PPI indices. Acceptance of the Contractor's proposal for automatic price adjustments is at DES's sole discretion. Once accepted by DES, removal of the Contractor's automatic price adjustments is also at DES's sole discretion.

5.8 Miscellaneous Expenses

Expenses related to day-to-day contract performance (including but not limited to travel, lodging, meals and incidentals) will not be reimbursed to the contractor. However, DES recognizes that there may be occasions when the purchaser requires the bidder to travel. In such case, the purchaser must provide written pre-approval of such expenses on a case-by-case basis. Any such reimbursement will be at rates not to exceed the guidelines for state employees published by the Washington State Office of Financial Management set forth in the [Washington State Administrative and Accounting Manual](#), and not to exceed expenses actually incurred.

6 APPENDICES

Reminder: By responding to this IFB, a bidder acknowledges reading, understanding, and accepting all information contained within the entire IFB without modification.

Appendix A: Standard Terms and Conditions	 Appendix A -- Standard Terms & Coi
Appendix B: Specification Requirements for Categories 1 (15,000 lb GVWR), 2 (19,000 lb GVWR), 3 (25,500 lb GVWR), and 4 (Commonly Configured Van)	 Appendix B -- Specification Requiren
Appendix C: Price Worksheet for Categories 1 (15,000 lb GVWR), 2 (19,000 lb GVWR), 3 (25,500 lb GVWR), and 4 (Commonly Configured Van)	 Appendix C -- Price Worksheet.doc
Appendix D: Price Worksheet for Category 5 – Comprehensive Option List.....	 Appendix D -- Category 5 Comprehei
Appendix E: Bidder Profile	 Appendix E -- Bidder Profile.doc
Appendix F: Complaint, Debrief and Protest Procedures.....	 Appendix F -- Complaint, Debrief an
Appendix G: Procurement Reform / Fact Sheet for Small & Veteran Businesses	 Appendix G -- Procurement Reform :
Appendix F: WSDOT Special Terms and Conditions	 Appendix F WSDOT Special terms and Cor

7 CERTIFICATIONS and ASSURANCES

We make the following certifications and assurances as a required element of submitting this bid, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the IFB are conditions precedent to the award or continuation of the resulting contract.

1. We have read, understand, and agree to abide by all information contained in the IFB, all Appendices, and incorporated documents.
2. The prices in this bid have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before contract award unless otherwise required by law. No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a bid.
3. The attached bid is a firm offer for a period of 90 days following the bid Due Date specified in the IFB, and it may be accepted by DES without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period. In the case of a protest, our bid will remain valid for 90 days or until the protest and any related court action is resolved, whichever is later.
4. In preparing this bid, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the state's IFB, or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this bid. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. We understand that the state will not reimburse us for any costs incurred in the preparation of this bid. All bids become the property of the state, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the bid. Submittal of the attached bid constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the IFB.
6. We understand that any contract awarded as a result of this bid will incorporate all IFB requirements. Submittal of a bid and execution of this Certifications and Assurances document certify our willingness to comply with the contract terms and conditions appearing in the IFB, all Appendices, and incorporated documents if selected as a contractor. It is further understood that our standard contract will not be allowed as a replacement for the terms and conditions appearing in the IFB, all appendices, and incorporated documents of this IFB.
7. By submitting this bid, bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this IFB.
8. We are not submitting any exceptions.

8 BIDDER'S AUTHORIZED OFFER and CONTRACT SIGNATURE PAGE

In submitting this bid, the authorized signatory below acknowledges having read and understood the entire IFB and amendments incorporated prior to the bid due date, and agrees to comply with its terms and conditions, as written, including the [Certifications and Assurances](#). The authorized signatory also agrees to fulfill the offer made in this bid and any subsequently awarded contract.

In witness whereof, the parties hereto, having read this contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

This contract is effective upon DES countersignature and communication of the same to the awarded bidder.

APPROVED (MCC)	APPROVED (BIDDER)
Department of Enterprise Services Master Contracts and Consulting 1500 Jefferson Street SE Olympia, WA 98501	
Washington State Department of Enterprise Services	Bidder's Company Name & Address
Signature _____ Date _____	Signature _____ Date _____
Glen McNeill, Contracts Specialist	
Typed or Printed Name, Title	Typed or Printed Name, Title
Manager Signature (if applicable) _____ Date _____	
Michael Maverick, Unit Manager	
Manager's Typed or Printed Name, Title	
Contact Information	Contact Information
Contact: Glen McNeill	Contact: _____
Title: Contracts Specialist	Title: _____
Phone: (360) 407-9417	Phone: _____
Fax: 360-586-2426	Fax: _____
Email: glen.mcneill@des.wa.gov	Email: _____

8 BIDDER'S AUTHORIZED OFFER and CONTRACT SIGNATURE PAGE

In submitting this bid, the authorized signatory below acknowledges having read and understood the entire IFB and amendments incorporated prior to the bid due date, and agrees to comply with its terms and conditions, as written, including the [Certifications and Assurances](#). The authorized signatory also agrees to fulfill the offer made in this bid and any subsequently awarded contract.

In witness whereof, the parties hereto, having read this contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

This contract is effective upon DES countersignature and communication of the same to the awarded bidder.

APPROVED (MCC)

Department of Enterprise Services
Master Contracts and Consulting
1500 Jefferson Street SE
Olympia, WA 98501

Washington State Department of Enterprise Services

Signature

Date

Glen McNeill, Contracts Specialist

Typed or Printed Name, Title

Manager Signature (if applicable)

Date

Michael Maverick, Unit Manager

Manager's Typed or Printed Name, Title

Contact Information

Contact: Glen McNeill

Title: Contracts Specialist

Phone: (360) 407-9417

Fax: 360-586-2426

Email: glen.mcneill@des.wa.gov

APPROVED (BIDDER)

Valley Freightliner Inc.
13232 Case Rd. SW
Olympia, WA 98512

Bidder's Company Name & Address

Valley Freightliner Inc.

Signature

Date

Typed or Printed Name, Title

Dennis Andrews, Account Manager

Contact Information

Contact: Dennis Andrews

Title: Account Manager

Phone: 360-754-2006

Fax: 360-754-5789

Email: dandrews@valleyftl.com

THIS BID RECEIVED AND OPENED
IN ACCORDANCE WITH THE TERMS
AND CONDITIONS NOTED ON THE
FACE HEREOF: SE



Solicitation Amendment

Solicitation #:	00814
Title:	Walk-in step vans or similarly situated vehicles
Amendment number:	1
Date issued:	6/12/2014

Purpose: The purpose of this amendment is to set the Pre Bid Meeting for 00814, Walk-in step vans or similarly situated vehicles. The date for this will be on Tuesday 6/24/2014 from 1:00pm pm to 3:00pm.

Location of Pre bid Meeting: Washington State Department of Enterprise Services
Master Contracts and Legal
1500 Jefferson St. SE
Olympia, WA 98501
Room: 2332

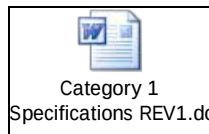
**All other terms and conditions remain unchanged.
This Amendment does not need to be submitted with your bid.**

Solicitation Amendment

Solicitation #: 00814
Title: Walk-in step vans or similarly situated vehicles
Amendment number: 2
Date issued: 6/12/2014

Purpose: The Purpose of this amendment is to make revisions to sections of IFB 00814, Walk-in step vans or similarly situated vehicles as well as update specification requirements to reflect needed clarifications/changes found during the Pre-Bid meeting held 6/24/2014. Changes to IFB 00814 are to be as follows.

1. Bid Due date will be moved to **7/23/2014 at 2:00 pm**.
2. Initial Price adjustment: For the Initial term of the contract the initial price increase will be considered early. This is due to the award of the new contract being made more than half way into the 2014 calendar year. Upon completion of the initial term Consideration of price increases will be at the sole discretion of DES. If a price increase is approved in-part or in-full, the resulting new contract pricing will be implemented through a contract amendment. Price adjustments granted by the DES shall remain unchanged for at least 365 calendar days thereafter.
3. The following attachment found in Appendix B is to be submitted as a replacement Specification for Category 1– 15,000 lb GVWR Walk-in Step Van in its entirety. Failure to submit attachment Category 1 Specification REV1 may result in bidder disqualification.



4. The following attachment found in Appendix B is to be submitted as a replacement Specification for Category 2-19,000 lb GVWR Walk-in Step Van in its entirety. Failure to submit attachment Category 2 Specification REV1 may result in bidder disqualification.



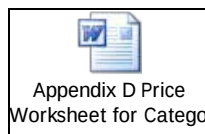
5. The following attachment found in Appendix B is to be submitted as a replacement Specification for Category 3– 25,500 lb GVWR Walk-in Step Van in its entirety. Failure to submit attachment Category 3 Specification REV1 may result in bidder disqualification.



6. The following attachment found in Appendix B is to be submitted as a replacement Specification for Category 4– Commonly Configured Van in its entirety. Failure to submit attachment Category 4 Specification REV1 may result in bidder disqualification.



1. The following is to be submitted as a replacement for APPENDIX D: PRICE WORKSHEET FOR CATEGORY 5 – COMPREHENSIVE OPTION LIST. Failure to submit attachment APPENDIX D: PRICE WORKSHEET FOR CATEGORY 5 – COMPREHENSIVE OPTION LIST REV1 may result in bidder disqualification.



**All other terms and conditions remain unchanged.
This Amendment does not need to be submitted with your bid.**



Staff Report 096-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/12/2021

SUBJECT Approval of spending increase to an existing contract with OSW Equipment & Repair, LLC, by way of City of Seattle Contract #0000003205

Key Points

- The City has ongoing replacement needs within its fleet.
- The City has benefited using the piggyback contract with City of Seattle #0000003205 with OSW Equipment & Repair, LLC, formerly Northend Truck Equipment Inc, for custom bodies and miscellaneous auxiliary equipment used in the fleet.
- Staff is recommending that the City Council approve the continued use of this contract.
- All other terms and conditions of the underlying contract would remain the same.
- The original contract was competitively bid and conforms to the bidding requirements set forth by the State of Washington.

Strategic Plan Alignment

N/A

Present Situation

The City purchases various custom bodies and miscellaneous auxiliary equipment utilizing the City of Seattle contract.

Staff is requesting authorization to use this contract to purchase up to the Council approved annual budgeted amount for these commodities through the end of the contract, which is November 30, 2021, and into any extended period negotiated by City of Seattle.

Advantage(s)

1. Economies of scale achieved by purchasing through the City of Seattle contract.
2. Piggyback purchasing creates efficiency and saves time and other City resources.

Disadvantage(s)

None

Budget Impact

None. The City will utilize the contract on high priority essential equipment purchases and will stay within the current authorized budget for vehicle purchases.

Prior Council Review

June 18, 2018, under Staff Report 088-18, approving spending threshold up to \$1,000,000 over the life of the contract.

Action Requested

Authorize the City Manager or his designee to approve purchases under piggyback contract #0000003205 with City of Seattle for the life of the contract, up to the current authorized budget.

Dan Zenger, Equipment Services Manager, 360-487-8205

ATTACHMENTS:

- City of Seattle Contract



The City of Seattle
PURCHASING SERVICES
 700 – 5th AVE #4112
 PO BOX 94687
 Seattle, WA 98124-4687

VENDOR CONTRACT

Vendor Contract # 000000000003205	Date 04/01/2020	Change Order 6
Payment Terms Net 30	Freight Terms FOB: Destination; Prepaid & Allowed	
Procurement Strategic Advisor: Rick Davison	Email: Rick.davison@seattle.gov	Phone: 206-684-

Vendor #: 0000510614
 OSW Equipment & Repair LLC
 PO BOX 1651
 Woodinville, WA 98070

Contact: Dennis Andrews
 Phone #: 360-953-8124
 Email: dennisa@northendtruck.com

Ship To:
 CITY DEPARTMENTS

Bill To:
 See below

I. BACKGROUND

The City of Seattle ("City") awarded a contract to **NORTHEND TRUCK EQUIPMENT INC** for providing the City of Seattle, FAS, Fleets Department with auxiliary equipment for installing on City of Seattle supplied vehicles as a result of as a result of ITB FAS-82013 conducted by the City. See Attachment #1 (Specifications), Attachment #2 (Terms and Conditions). (the "Contract"). The Contract is available to all *City Departments*.

Original Contract term is from 12/18/13 to 1/30/2018, with the option to extend for an additional three years.

II. CHANGE ORDER DESCRIPTION

Change Order #5: Issued to extend contract through 11/30/2021.

III. CONTRACT HISTORY

Contract Action	Description of Contract Action	Contract Term Dates/Comments
Contract Execution		12/18/2013 – 01/30/2018
Change Order#1	Add Auxiliary Vehicle Equipment instructions	12/30/13
Change Order #2	Update order limits and approval authority on Attachment A	04/08/15
Change Order #3	Issued to extend contract through	10/01/18

Authorized Signature/Date

Rick Davison 04/01/2020

Contract Action	Description of Contract Action	Contract Term Dates/Comments
	11/30/2019 and to allow time for re-solicitation.	
Change Order #4	Issued to update pricing per Attachment B, and per email request and support documents dated 12/20/2018 effective date March 20, 2019.	02/13/2019
Change Order #5	Issued to extend contract through 11/30/2021	08/02/2019
Change Order #6	Issued to update new vendor buyout and vendor contact information.	04/01/2020

IV. ADDITIONAL NOTES

Orders must be placed by the authorized City of Seattle Department Representative. Invoices must be mailed in duplicate to the CITY OF SEATTLE, Accounts Payable, per attached list. Each invoice must indicate Contract # 3205.

Authorized Signature/Date

Rick Davison 04/01/2020



CITY OF SEATTLE INVOICE ADDRESS GUIDE

NOTE: Please Email INVOICES to the Email Address of Accounts Payable Section of the Ordering Department.

DEPARTMENT	ACCOUNTS PAYABLE CONTACT	EMAIL	PHONE/FAX
Arts & Cultural Affairs, Office of	Sheila Moss	sheila.moss@seattle.gov	206-233-7016 Phone 206-684-7172 Fax
City Auditor, Office of	Rhonda Lyon	rhonda.lyon@seattle.gov	206-733-9236 Phone
City Light	Lisa Shelton	SCL_OneInvoice@seattle.gov	206-684-3563 Phone
Civil Rights, Seattle Office for	Latrice Ybarra	latrice.ybarra@seattle.gov	206-684-4539 Phone 206-684-0332 Fax
Economic Development, Office of	Suching Luu MeiLing Wu	suching.luu@seattle.gov meiling.wu@seattle.gov	206-684-7391 Suching's Phone 206-233-3868 MeiLing's Phone
Education and Early Learning, Dept. of	Nga Nguyen David Liang Christian Phillips	nga.nguyen@seattle.gov david.liang@seattle.gov christian.phillips@seattle.gov	206-615-0580 Nga's Phone 206-233-2686 David's Phone 206-684-5760 Christian's Phone
Ethics & Elections Commission	Jenna Smith Rene LeBeau	rene.lebeau@seattle.gov	206-615-0091 Phone 206-684-8590 Fax
Finance & Administrative Services, Dept	Debbie Brookbank	deborah.brookbank@seattle.gov	206-684-0333 Phone
Fire Department	Vuen Pahn Aileen Muthoni	vuen.pahn@seattle.gov aileen.muthoni@seattle.gov	206-386-1442 Phone 206-386-1412 Fax
Hearing Examiner, Office of	Debbie Brookbank	deborah.brookbank@seattle.gov	206-684-0333 Phone
Housing, Office of	Blanche Carvalho	blanche.carvalho@seattle.gov	206-684-5524 Phone 206-233-7117 Fax
Human Services	Josie Limos	josie.limos@seattle.gov	206-684-0307 Phone 206-621-5021 Fax
Information Technology, Dept. of	Jessica Nasa	jessica.nasa@seattle.gov	206-684-0482 206-684-0911 Fax
Law	Jani Bryant	jani.bryant@seattle.gov	206-233-0095 Phone 206-684-8284 Fax
Legislative	Maria Rosas	maria.rosas@seattle.gov	206-684-8144 Phone 206-386-9025 Fax
Library, Seattle Public	Josie Williams	josie.williams@spl.org	206-386-4117 Phone 206-386-4108 Fax
Municipal Court of Seattle	Terri (Theresa) Flores	theresa.flores@seattle.gov	206-684-5659 Phone 206-733-9357 Fax

**** See page 2 for additional departments ****

DEPARTMENT	ACCOUNTS PAYABLE CONTACT	EMAIL	PHONE/FAX
Neighborhoods, Dept. of	Anna Tang Christian Phillips	anna.tang@seattle.gov christian.phillips@seattle.gov	206-684-8846 Anna's Phone 206-684-5760 Christian's Phone 206-233-5142 Fax
Parks & Recreation	Rose Lu Ivy Lo	rose.lu@seattle.gov ivy.lo@seattle.gov	206-733-9129 Rose's Phone 206-684-7357 Ivy's Phone 206-684-7285 Fax
Seattle Dept. of Human Resources (SDHR)	Kimberly Breland	kimberly.breland@seattle.gov	206-684-7349 206-470-6885 Fax
Planning & Community Development, Office of	Jeanette Martin	jeanette.martin@seattle.gov	206-615-1746 Phone 206-733-9070 Fax
Police	Nitaya Kambhiranond	nitaya.kambhiranond@seattle.gov	206-684-8779 Phone 206-233-7207 Fax
Police Pension	Stephanie Coleman Janice Brandes	stephanie.coleman@seattle.gov janice.brandes@seattle.gov	206-386-1287 Stephanie's Phone 206-386-1286 Janice's Phone 206-386-9075 Fax
Civil Service Commission and Public Safety Civil Service Commission	Teresa Jacobs	teresa.jacobs@seattle.gov	206-386-1301 Teresa's Phone 206-684-0755 Fax
Retirement System	Michiko Togashi	michiko.togashi@seattle.gov	206-615-14440 Phone 206-386-1506 Fax
Seattle Center	Vincent DiGianni	vincent.digianni@seattle.gov	206-684-7145 Phone 206-615-0327 Fax
SDCI – Seattle Department of Construction & Inspections	Povvi Khuon Sue Lei	sdci_accounts_payable@seattle.gov	206-615-1701 Povvi's Phone 206-233-7918 Sue's Phone 206-386-0095 Fax
Seattle Public Utilities	Sharon Gill	sharon.gill@seattle.gov spuacctspayable@seattle.gov	206-233-7169 Phone 206-386-4033 Fax
Transportation, Seattle Dept. of	Lena Takemoto	lena.takemoto@seattle.gov sdotap@seattle.gov	206-615-1285 Phone 206-233-3887 Fax



The City of Seattle
PURCHASING SERVICES
700 – 5th AVE #4112
PO BOX 94687
Seattle, WA 98124-4687

VENDOR CONTRACT

Vendor Contract # 000000000003205	Date 08/02/2019	Change Order 5
Payment Terms Net 30	Freight Terms FOB: Destination; Prepaid & Allowed	
Procurement Strategic Advisor: Rick Davison	Email: Rick.davison@seattle.gov	Phone: 206-684-8310

Vendor #: 0000033711
NORTHEND TRUCK EQUIPMENT INC.
14919 40TH AVE NE
MARYSVILLE, WA 98271

Contact: Dennis Andrews
Phone #: 360-953-8124
Email: dennisa@northendtruck.com

Ship To:
CITY DEPARTMENTS

Bill To:
See below

I. BACKGROUND

The City of Seattle ("City") awarded a contract to **NORTHEND TRUCK EQUIPMENT INC** for providing the City of Seattle, FAS, Fleets Department with auxiliary equipment for installing on City of Seattle supplied vehicles as a result of as a result of ITB FAS-82013 conducted by the City. See Attachment #1 (Specifications), Attachment #2 (Terms and Conditions). (the "Contract"). The Contract is available to all *City Departments*.

Original Contract term is from 12/18/13 to 1/30/2018, with the option to extend for an additional three years.

II. CHANGE ORDER DESCRIPTION

Change Order #5: Issued to extend contract through 11/30/2021.

III. CONTRACT HISTORY

Contract Action	Description of Contract Action	Contract Term Dates/Comments
Contract Execution		12/18/2013 – 01/30/2018
Change Order#1	Add Auxiliary Vehicle Equipment instructions	12/30/13
Change Order #2	Update order limits and approval authority on Attachment A	04/08/15
Change Order #3	Issued to extend contract through 11/30/2019 and to allow time for	10/01/18

Authorized Signature/Date

Rick Davison
8/02/19

Contract Action	Description of Contract Action	Contract Term Dates/Comments
	re-solicitation.	
Change Order #4	Issued to update pricing per Attachment B, and per email request and support documents dated 12/20/2018 effective date March 20, 2019.	02/13/2019
Change Order #5	Issued to extend contract through 11/30/2021	08/02/2019

IV. ADDITIONAL NOTES

Orders must be placed by the authorized City of Seattle Department Representative. Invoices must be mailed in duplicate to the CITY OF SEATTLE, Accounts Payable, per attached list. Each invoice must indicate Contract # 3205.

Authorized Signature/Date



City of Seattle
Department of Finance and Administrative Services
City Purchasing & Contracting Services Division

CITY OF SEATTLE INVOICE ADDRESS GUIDE

Revised: May 15, 2017

NOTE: Please send INVOICES to Mailing Address of Accounts Payable Section of the Ordering Department.

DEPARTMENT	ACCOUNTS PAYABLE CONTACT	ACCOUNTS PAYABLE MAILING ADDRESS	EMAIL	PHONE/FAX
Arts & Cultural Affairs, Office of	Sheila Moss	PO Box 94748 Seattle WA 98124-4748	sheila.moss@seattle.gov	206-233-7016 Phone 206-684-7172 Fax
City Auditor, Office of	Rhonda Lyon	PO Box 94729 Seattle, WA 98124-4729	rhonda.lyon@seattle.gov	206-733-9236 Phone
City Light	Lisa Shelton	PO Box 94686 Seattle, WA 98124-6986	lisa.shelton@seattle.gov	206-684-3563 Phone 206-684-3855 Fax
Civil Rights, Seattle Office for	Latrice Ybarra	810 3 rd Avenue, Suite 750 Seattle, WA 98104-1627	latrice.ybarra@seattle.gov	206-684-4539 Phone 206-684-0332 Fax
Economic Development, Office of	Suching Luu	PO Box 94708 Seattle, WA 98124-4708	Suching.Luu@seattle.gov	206-684-7391 Phone 206-684-0379 Fax
Ethics & Elections Commission	Jhileah Jackson	PO Box 94729 Seattle, WA 98124-4729	Jhileah.Jackson@seattle.gov	206-684-8576 Phone 206-684-8590 Fax
Finance & Administrative Services, Dept. of	Catherine Pang	PO Box 94669 Seattle, WA 98124-4669	Catherine.Pang@seattle.gov	206-684-0333 Phone 206-684-0506 Fax
Fire Department	Sheila Kelly	3012 2 nd Avenue South Seattle, WA 98104-2618	Sheila.kelly@seattle.gov	206-386-1461 Phone 206-233-2755 Fax
Fleets & Facilities	Catherine Pang	PO Box 94689 Seattle, WA 98124-4689	Catherine.Pang@seattle.gov	206-684-0333 Phone 206-684-0506 Fax
Hearing Examiner, Office of	Michele D'Alessandro	PO Box 94729 Seattle, WA 98124-4729	Michele.DAlessandro@seattle.gov	206-615-1570 Phone 206-684-0536 Fax
Housing, Office of	Blanche Carvalho	PO Box 94725 Seattle, WA 98124-4725	blanche.carvalho@seattle.gov	206-684-5524 Phone 206-233-7117 Fax
Human Services	Josie Limos	PO Box 34215 Seattle, WA 98124-4215	josie.limos@seattle.gov	206-684-0307 Phone 206-621-5021 Fax
Information Technology, Dept. of	Jessica Nasa	PO Box 94709 Seattle, WA 98124-4709	jessica.nasa@seattle.gov	206-684-0482 Phone 206-684-0911 Fax
Law	Rithy Lim	PO Box 94769 Seattle, WA 98124-4769	rithy.lim@seattle.gov	206-233-0095 Phone 206-684-8284 Fax
Legislative	Justin Roberge	PO Box 94728 Seattle, WA 98124-4769	justin.roberge@seattle.gov	206-684-7902 Phone 206-684-8587 Fax
Library, Seattle Public	Dean Nishimura	1000 4 th Avenue Seattle, WA 98104-4728	Dean.Nishimura@spi.org	206-386-4109 Phone 206-386-4108 Fax
Municipal Court of Seattle	Terri (Theresa) Flores	PO Box 34987 Seattle, WA 98124-4987	Theresa.Flores@seattle.gov	206-684-5659 Phone 206-733-9357 Fax
Neighborhoods, Dept. of	David Liang	PO Box 94649 Seattle, WA 98124-4649	David.Liang@seattle.gov	206-684-5760 Phone 206-233-5142 Fax
Parks & Recreation	Don Padgett	800 Maynard Ave S, 3 rd Floor Seattle, WA 98134	Donald.Padgett@seattle.gov	206-684-7364 Phone 206-684-7285 Fax
Seattle Dept. of Human Resources (SDHR)	Jackie Yang	PO Box 34028 Seattle, WA 98124-4028	jackie.yang@seattle.gov	206-684-7894 Phone 206-684-7751 Fax
Police	Nitaya Kambhironond	PO Box 34986 Seattle, WA 98124-4986	Nitaya.Kambhironond@seattle.gov	206-684-8779 Phone 206-233-7207 Fax
Police Pension	Stephanie Coleman	PO Box 94729 Seattle, WA 98124-4729	Stephanie.Coleman@seattle.gov	206-386-1287 Phone 206-386-9075 Fax
Public Safety Civil Service Commission	Jennifer Greenlee Teresa Jacobs	PO Box 94729 Seattle, WA 98124-4729	Jennifer.Greenlee@seattle.gov teresa.jacobs@seattle.gov	206-233-7118 Jennifer's 206-386-1301 Teresa's
Retirement System	Deontrae (Dee) Sherrard	720 3 rd Ave, Suite 1000 Seattle, WA 98104-1829	deontrae.sherrard@seattle.gov	206-615-1431 Phone 206-386-1506 Fax
Seattle Center	Vincent DiGianni	305 Harrison Seattle, WA 98109	Vincent.Digianni@seattle.gov	206-684-7145 Phone 206-615-0327 Fax
SDCI - Seattle Department of Construction & Inspections	Aiko Carlson Denise Campbell	PO Box 34019 Seattle, WA 98124-4019	sdci_accounts_payable@seattle.gov	206-615-1701 206-386-0095 Fax
Seattle Public Utilities	Sharon Gill	PO Box 34018 Seattle, WA 98124-4018	Sharon.Gill@seattle.gov spuaccounts_payable@seattle.gov	206-233-7169 Phone 206-386-4033 Fax
Transportation, Seattle Dept. of	Lena Takemoto	PO Box 34996 Seattle, WA 98124-4996	Lena.Takemoto@seattle.gov	206-615-1285 Phone 206-684-3635 Fax



The City of Seattle
PURCHASING SERVICES
700 – 5th AVE #4112
PO BOX 94687
Seattle, WA 98124-4687

VENDOR CONTRACT

Vendor Contract # 000000000003205	Date 02/13/2019	Change Order 4
Payment Terms Net 30	Freight Terms FOB: Destination; Prepaid & Allowed	
Procurement Strategic Advisor: Rick Davison	Email: Rick.davison@seattle.gov	Phone: 206-684-8310

Vendor #: 0000033711
NORTHEND TRUCK EQUIPMENT INC.
14919 40TH AVE NE
MARYSVILLE, WA 98271

Contact: Dennis Andrews
Phone #: 360-953-8124
Email: dennisa@northendtruck.com

Ship To:
CITY DEPARTMENTS

Bill To:
See below

I. BACKGROUND

The City of Seattle ("City") awarded a contract to **NORTHEND TRUCK EQUIPMENT INC** for providing the City of Seattle, FAS, Fleets Department with auxiliary equipment for installing on City of Seattle supplied vehicles as a result of as a result of ITB FAS-82013 conducted by the City. See Attachment #1 (Specifications), Attachment #2 (Terms and Conditions). (the "Contract"). The Contract is available to all *City Departments*.

Original Contract term is from 12/18/13 to 1/30/2018, with the option to extend for an additional three years.

II. CHANGE ORDER DESCRIPTION

Change Order #4: Issued to allow a price increase per email dated 12/20/2018 and manufacturer's requests and Pricing Attachment #2. Effective date 03/20/2019. All other aspects of this contract remain unchanged.

III. CONTRACT HISTORY

Contract Action	Description of Contract Action	Contract Term Dates/Comments
Contract Execution		12/18/2013 – 01/30/2018
Change Order#1	Add Auxiliary Vehicle Equipment instructions	12/30/13
Change Order #2	Update order limits and approval authority on Attachment A	04/08/15

Authorized Signature/Date
 Pam Johnson 2/13/19

Contract Action	Description of Contract Action	Contract Term Dates/Comments
Change Order #3	Issued to extend contract through 11/30/2019 and to allow time for re-solicitation.	10/01/18
Change Order #4	Issued to update pricing per Attachment #2 and per email request and support documents dated 12/20/2018 effective date March 20, 2019.	02/13/2019

IV. ADDITIONAL NOTES

Orders must be placed by the authorized City of Seattle Department Representative. Invoices must be mailed in duplicate to the CITY OF SEATTLE, Accounts Payable, per attached list. Each invoice must indicate Contract # 3205.

Authorized Signature/Date

pt

7 ATTACHMENT #2

3265

SPECIFICATION for: Multi-year contract to install custom bodies and miscellaneous auxiliary equipment on City of Seattle supplied vehicles.

Prepared by: Specification
Sam Houghtaling, Senior Automotive Engineer
City of Seattle – Finance and Administrative Services
Fleet Management Division
700 Fifth Avenue, Suite 5200
PO Box 94689
Seattle, Washington 98124-4689

● IMPORTANT ●

Complete response to each item is required, responses must be written on this form, even if "No Bid" is the response. Attach any information necessary to explain or clarify your bid. Bids failing to include specific responses may be rejected. All non-factory items must be clearly identified and described. Evaluation will be based on compliance with specifications. Non-compliant items must be clearly indicated. Any mandatory items (marked "shall", "minimum" or "maximum") must be in compliance or the bid will be rejected. Acceptable abbreviations for use on this form: Standard = (STD), Not Available = (N/A), No Charge = (NC), Comply = (CPL), No Bid = (NB). All items described by attachments or addendum shall be referenced on the submitted bid in proper numerical sequence. You are encouraged to list and price any options that you feel would enhance the use of this item and/or would be desirable.

SCOPE:

It is the intent of these specifications to establish the minimum requirements to install a variety of equipment and misc. bodies on the City of Seattle supplied vehicles and truck chassis. This will be a five (5) year contract with up to one (1) optional three (3) year extension.

This multi-vendor contract also establishes a vendor pool that will be utilized to provide quotes on certain specialty up-fitting projects not covered in the following specifications.

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

SECTION 1 – GLOBAL REQUIREMENTS

GENERAL DESCRIPTION:

1.0 Bidders are encouraged to offer options in their bid. Cost differences and alternatives should be detailed and completely defined on the bid.	CPL
1.1 A performance demonstration may be required prior to bid award.	CPL
1.2 All components shall be new, unused, up-to-date models and shall be delivered ready for service. Each unit shall include all inspection coupons and warranty identification cards furnished to general trade. All extended warranty months and miles shall be clearly noted on a placard installed in the vehicle.	CPL
1.3 All components and accessories cataloged as standard, unless superseded by these specifications, shall be provided with the unit.	CPL
1.4 In the event of a conflict between the specifications requirements and federal or state laws, the federal or state laws shall prevail.	CPL
1.5 Filters shall be easily accessible and replaceable without removing or disconnecting other components. If necessary filters may be remotely mounted to meet this requirement. Spin-on filters are required for fluid service unless specified otherwise or approved by the Automotive Engineer. All filters shall be heavy-duty and sized for severe service.	CPL
1.6 Hose, wire and tube routing shall not impede normal maintenance and adjustment of the unit. Hoses, wires and tubes shall be securely and neatly positioned and secured with non-corrosive clamps.	CPL
1.7 On all items that the bidder is requesting Automotive Engineer equivalent approval, the part number, model, description and performance data (if applicable) of the alternative must be provided. The term "Automotive Engineer" means the Finance and Administrative Services, Fleet Services Division, Automotive Engineer who is assigned to the individual project(s), or alternately, the Fleet Services Fleet Administration Manager. All such approvals shall be in writing.	CPL

Vehicle Configurations:

The following vehicle categories will represent typical equipment (vehicles) the City of Seattle will supply for this contract. These configurations represent common

pg. 2

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

types of vehicles/chassis the City of Seattle currently outfits. Vehicle models available/manufactured will change from year to year. The following are a good reference for calculating your bids:

1. Compact Cars
 - a. Toyota Prius
 - b. Ford Focus
 - c. Ford C-Max
 - d. Chevrolet Volt
2. Midsize Cars
 - a. Chevrolet Impala
 - b. Dodge Stratus
 - c. Ford Fusion
 - d. Ford Taurus
3. Full Size Cars
 - a. Ford PI Sedan
 - b. Ford PI Utility
 - c. Dodge Charger
 - d. Chevrolet Caprice
4. Compact SUV
 - a. Ford Escape
5. Midsize SUV
 - a. Ford Explorer
 - b. Ford Expedition
 - c. Chevrolet Blazer Trailblazer
 - d. GMC Envoy
6. Large SUV
 - a. Chevrolet Tahoe and/or Suburban
 - b. GMC Yukon
7. Compact Pickups
 - a. Chevrolet Colorado
 - b. Toyota Tacoma
8. Full Size Pickups
 - a. Ford Superduty F150 thru F450 both 2WD and 4WD
9. Passenger Mini-Vans

pg. 3

ITEMS REQUIRED**RESPONSE**

Not Available = N/A

Comply = CPL

-
- a. Ford Transit Connect Wagon
-
- 10. Passenger Full Size Vans
 - a. Ford E-Series Wagon
 - b. Mercedes Sprinter
 - c. Ford Transit Wagon
 - 11. Cargo Mini-Vans
 - a. Ford Transit Connect Cargo
 - 12. Cargo Full Size Vans
 - a. Ford E-Series Wagon
 - b. Mercedes Sprinter
 - 13. Cab Chassis
 - a. Ford Superduty F350 thru F550 both 2WD and 4x4
 - 14. HD/Medium Duty Trucks
 - a. Peterbilt class 6 & 7 – Conventional and Cab over Cab/Chassis
 - 15. HD/Class 8 Peterbilt Cab Chassis
 - 16. HD/Class 8 Mack Cab Chassis

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

Unless otherwise noted in this specification, all pricing shall include installation, parts, misc. parts, bolts, wiring, connectors etc..

2 ELECTRICAL:	
2.1 Wiring Standards: See Attachment #1. Any deviation from this must be Automotive Engineer Approved.	CPL
2.2 Body Lighting: Fabricated body – Lighting (See attachment #2) The base lighting standards shall be as follows, any deviation from this must be Automotive Engineer Approved equivalent.	CPL
2.3 All lights and reflectors required by DOT, ICC, FMVSS 108 standards and Chapter 46.37 of the Revised Code of Washington shall be furnished.	CPL
2.4 Truck-Lite sealed lighting system installation is required. The following is the base configuration:	CPL
a. Installation shall include Truck-Lite series 50 wiring harness with Truck-Lite #50400 junction box or boxes	CPL
b. Rear Stop/Tail/Turn lights, quantity two (2), shall be red LED Truck-Lite, Diamond Shell, 4" Super 44 series.	CPL
c. The backup lights, quantity two (2), shall be clear LED Truck-Lite, Diamond Shell, 4" Super 44 series	CPL
d. All rear STT lights shall be flange mounted with tamper proof hardware and protected against damage.	CPL
e. All rear lights shall be protected with protective eyebrows.	CPL
f. Rear identification lights "Truck-Lite" model 35 identification light bar #35740R.	CPL
g. One (1) LED license plate light "Truck-Lite" LED model 15.	CPL
h. All clearance lights are to be Truck-Lite LED Model 35 Diamond shell	CPL

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

- 3 **LIGHT BARS:** Federal Signal Legend and LED Highlighters are the City of Seattle's standard light bars.

3.1 All light bar wiring when installed on a cab guard shall travel thru the cab guard aluminum tubing for protection. The light bar harness shall be isolated from sharp edges with rubber grommets.	CPL
3.2 For all other wire routing refer to the wiring standards in attachment #1 for proper installation requirements	CPL
3.3 Quote price to install; one (1) "Federal Signal" 53" Legend light bar #LGD53ZS-00017 with dual signal master traffic arrows. Price shall include #66000 COS controller mounted in the cab. Exact in cab controller mounting locations will need to be determined on an individual vehicle installation basis. Installed on top of a Pro Tech cab guard (guard cost not included)	\$3999.52
3.4 Quote price to install; one (1) "Federal Signal" 53" Legend light bar #LGD53ZS-00017 with dual signal master traffic arrows. Price shall include #66000 COS controller mounted on the cab. Exact in cab controller mounting locations will need to be determined on an individual vehicle installation basis. Installed on top of the truck cab in lieu of cab guard mounting.	\$4245.92
3.5 Quote price to install above (3.3) with a COS supplied light bar on cab guard LABOR ONLY	\$ N/A
3.6 Quote price to install above (3.4) with a COS supplied light bar on cab LABOR ONLY	\$ N/A
3.7 Quote price to install one (1) "Federal Signal" Highlighter LED 454205-02SC light centered on Pro-Tech cab guard to include the required wiring to the factory supplied up fitter switch	\$916.16
3.8 Quote price to install one (1) "Federal Signal" Highlighter LED 454205-02SC light centered on the center of the roof, to include the required wiring to the factory supplied up fitter switch	\$916.16
3.9 Quote price to install above (3.7) with a COS supplied light bar on guard. LABOR ONLY	\$ N/A
3.10 Quote price to install above (3.8) with a COS supplied light	\$ N/A

pg. 6

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

bar on cab. LABOR ONLY	
3.11 Quote "Belts" work light wired to factory up fitter switch. One (1) ea. 315501 LED clear flood work light installed on cab guard.	\$705.60
3.12 Quote "Belts" work lights wired to factory up fitter switch. Two (2) ea. 315501 LED clear flood work light installed on cab guard.	\$1332.80
3.13 Quote one (1) Unity" 6" spotlight, vehicle door/pillar mounted, Left side (street side).	\$658.56
3.14 Quote one (1) Unity" 6" spotlight, vehicle door/pillar mounted, Right side (curb side).	\$658.56
3.15 Quote two (2) Unity" 6" spotlight, vehicle door/pillar mounted, both sides	\$1261.12
3.16 Quote one (1) Go-Light Wired Dash Mount Remote - 20204 (white), cab mounted.	\$917.28
3.17 Provide a complete "Federal Signal" Emergency lighting (Amber) product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes. (Parts Only - No Labor)	Attach This will not be evaluated Discount Offered: ____POR____%
3.18 Provide a complete "Superior Signals" Emergency lighting (Amber) product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes. (Parts Only - No Labor)	Attach This will not be evaluated Discount Offered: ____POR____%

4

Misc Electrical:

4.2 Brigade SA-BBS-97 (A1399) Backup alarm installed.	\$272.16	\$243.00
4.3 Auxiliary battery -One (1) 750 CCA, 12 Volt, AGM Dry cell battery installed, Optima 8014-045 Yellow Top or Automotive Engineer approved equivalent. Install per attached electrical standards with the auxiliary charge system See attachment #1.	\$1117.76	
4.4 Auxiliary batteries -Two (2) 750 CCA, 12 Volt, AGM Dry cell batteries installed, Optima 8014-045 Yellow Top or Automotive Engineer approved equivalent. Install per attached electrical standards with the auxiliary charge system See attachment #1.	\$1565.76	
4.5 One (1) Flaming River master battery disconnect	\$	\$707.84

pg. 7

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

switch FR1005 (or Automotive Engineer approved equivalent) installed at or near the battery box, wired to the auxiliary battery/s. Location shall be Automotive Engineer Approved.	
4.6 Two (2) Flaming River, master battery disconnect switches FR1005 (or Automotive Engineer approved equivalent) installed at or near the battery box, wired to the chassis and auxiliary battery/s. Location shall be Automotive Engineer Approved	\$999.04

5 CARGO VAN INTERIOR

5.2 Expanded mesh screen partition behind driver and passenger, State brand and model offered.	\$ N/B Brand _____ Model # _____
5.2.1 Full size van, standard one piece partition, solid base with mesh upper	\$ N/B
5.2.2 Full size van with walk thru door option	\$ N/B
5.2.3 Sprinter van high roof solid base with expanded mesh upper, with center door	\$ N/B
5.3 Provide an "Adrian Steel" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes	Attach This will not be evaluate Discount Offered: _____ N/B _____ %
5.4 Quote price (parts and labor) to install the following "Adrian" van packages and accessories as follows:	\$ N/B
Transit Connect Cargo Van	
5.4.1 Pkg. 4522	N/B
5.4.2 Pkg. 4509	N/B
5.4.3 Pkg. 4529	N/B
5.4.4 Pkg. 4530	N/B
5.4.5 Pkg. 4508	N/B
5.4.6 Pkg. 4496	N/B

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

5.4.7 Pkg. 4510	N/B
5.4.8 Pkg. 4511	N/B
5.4.9 Pkg. 4512	N/B
5.4.10 Pkg. 4513	N/B
5.4.11 Pkg. 4517	N/B
Full Size Cargo Vans	
5.4.12 Pkg. 4318F	N/B
5.4.13 Pkg. 4316F	N/B
5.4.14 Pkg. 4517F	N/B
5.4.15 Pkg. 2251F	N/B
5.4.16 Pkg. 2252F	N/B
5.4.17 Pkg. 2253F	N/B
5.4.18 Pkg. 2255F	N/B
5.4.19 Pkg. 2256F	N/B
5.4.20 Pkg. 2257F	N/B
5.4.21 Pkg. 2258F	N/B
5.4.22 Pkg. 2261F	N/B
5.4.23 Pkg. 2262F	N/B
5.4.24 Pkg. 3230F	N/B
5.4.25 Pkg. 4317FX	N/B
5.4.26 Pkg. 4319F	N/B
5.4.27 Pkg. 4135F	N/B
5.4.28 Pkg. 4136F	N/B
5.4.29 Pkg. 4138F	N/B
5.4.30 Pkg. 4145F	N/B
5.4.31 Pkg. 4318FX	N/B
5.4.32 Pkg. 4319FX	N/B
5.4.33 Pkg. 4316FX	N/B
Sprinter Cargo Vans	

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

5.4.34 Pkg. 4001H	N/B
5.4.35 Pkg. 4002H	N/B
5.4.36 Pkg. 4003H	N/B
5.4.37 Pkg. 4004H	N/B
5.4.38 Pkg. 4013S	N/B
5.4.39 Pkg. 4014H	N/B
5.4.40 Pkg. 4014S	N/B
5.4.41 Pkg. 4015H	N/B
5.4.42 Pkg. 4015S	N/B
5.4.43 Pkg. 4016H	N/B
5.4.44 Pkg. 4016S	N/B
Misc. "Adrian" Up-fitting Products Installed	
5.4.45 TA1 hooks	N/B
5.4.46 PA7 emergency triangle holder	N/B
5.4.47 PA9 first aid box tray	N/B
5.4.48 PA11 Cab file box	N/B
5.4.49 DDF7 Driver data file	N/B
5.4.50 DDF12 Driver data file	N/B
5.4.51 BH4 four slot binder holder	N/B
5.4.52 CB5 five slot literature holder	N/B
5.4.53 CB7 seven slot literature holder	N/B
5.4.54 CB2 two book file	N/B
5.4.55 CB3 Three Book file	N/B
5.4.56 CB4 utility storage box	N/B
5.4.57 SA10 stow all	N/B
5.4.58 SA20 stow all	N/B
5.4.59 SA30 stow all	N/B
5.4.60 SA40 stow all	N/B
5.4.61 UH50 5" hook	N/B

ITEMS REQUIRED

RESPONSE

Not Available = N/A
Comply = CPL

5.4.62 UH25 2.5" hook	N/B
5.4.63 WRH5 five bar wire reel holder	N/B
5.4.64 Provide a "Weather Guard" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes.	Attach This will not be evaluate Discount Offered: N/B %
Cargo Van Exterior	
5.5 Quote price for a full width, approximately 8" deep step bumper with diamond tread	N/B
5.6 Quote price for "Prime Design" ladder rack with dual high rotational drop down racks, with quick clamp for a Transit Connect Cargo Van.	N/B
5.7 Quote above (5.5) for a Ford E series cargo van	N/B
5.8 Quote above (5.5) for a Ford Transit cargo van	N/B
5.9 Quote above (5.5) for a Sprinter cargo van	N/B
5.10 Quote above (5.5) for a High Roof Box cargo van	N/B
5.11 Quote price for "Prime Design" ladder rack with Single high rotational drop down rack, with quick clamp for a Transit Connect Cargo Van.	N/B
5.12 Quote above (5.10) for a Ford E series cargo van.	N/B
5.13 Quote above (5.10) for a Ford Transit cargo van	N/B
5.14 Quote above (5.10) for a Sprinter cargo van	N/B
5.15 Quote above (5.10) for a High Roof Box cargo van.	N/B
6 Western Mule Bumpers	
6.2 Quote the installed price of a V-750 installed on a Ford E series cargo van including wiring and circuit protection in attachment #1 "Electrical Standards", wired to an auxiliary battery/s in 4.2 or 4.3. Price of 4.2 or 4.3 not included.	\$ N/A
6.3 Quote the installed price of a V-1000 installed on a Ford E series cargo van including wiring and circuit protection in attachment #1 "Electrical Standards", wired to an auxiliary battery/s in 4.2 or 4.3. Price of 4.2 or 4.3 not included.	\$ N/A
6.4 Quote the installed price of a A-750 installed on a Ford F250-450 pickup truck including wiring and circuit protection in attachment #1 "Electrical Standards", wired to an auxiliary battery/s in 4.2 or 4.3.	\$5863.36

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ITEMS REQUIRED

RESPONSE

Not Available = N/A
Comply = CPL

Price of 4.2 or 4.3 not included.	
6.5 Quote the installed price of a A-1350 installed on a Ford F250-450 pickup truck including wiring and circuit protection in attachment #1 "Electrical Standards", wired to an auxiliary battery/s in 4.2 or 4.3. Price of 4.2 or 4.3 not included.	\$ 6132.00
6.6 Quote the installed price of a A-2000 installed on a Ford F250-450 pickup truck including wiring and circuit protection in attachment #1 "Electrical Standards", wired to an auxiliary battery/s in 4.2 or 4.3. Price of 4.2 or 4.3 not included.	\$6244.00
6.7 Quote the installed price of a U-1350 installed on a Service Body, Flatbed, or Cube Van wiring and circuit protection in attachment #1 "Electrical Standards", wired to an auxiliary battery/s in 4.2 or 4.3. Price of 4.2 or 4.3 not included.	\$7274.40
6.8 Quote the installed price of a U-2000 installed on a Service Body, Flatbed, or Cube Van wiring and circuit protection in attachment #1 "Electrical Standards", wired to an auxiliary battery/s in 4.2 or 4.3. Price of 4.2 or 4.3 not included.	\$7722.40
6.9 Quote the installed price of a U-2500 installed on a Service Body, Flatbed, or Cube Van wiring and circuit protection in attachment #1 "Electrical Standards", wired to an auxiliary battery/s in 4.2 or 4.3. Price of 4.2 or 4.3 not included.	\$ 8338.40

7 PICKUP TRUCK UPFITTING:

Bed liner- Bed liner material "Line-X" or Automotive Engineer approved equal for the following applic both truck bed and tailgate

7.2 Quote installed in a short bed full size pickup	\$728.00
7.3 Quote installed in a long bed full size pickup	\$728.00
7.4 "Pro-tech" Cab guards are the current standard for the city. Quote installed pricing for #57-6830-24 installed on a F250-450 Pick Up	\$ 636.16
7.5 Quote installed pricing for #57-6870-24 installed on a F150 Pick Up	\$ 636.16
7.6 Option to add # 57-6099-SEA shovel/broom tool holder with light mounting plate to cab guard	\$333.76
7.7 Option to add #57-6038-SEA light mount plate only to cab guard	\$110.88

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ITEMS REQUIRED

RESPONSE

Not Available = N/A
Comply = CPL

7.8 Provide a "Pro-Tech" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes. The local distributor is "Pro-Tech Industries" in Vancouver Washington.	Attach This will not be evaluated Discount Offered: ____POR____%
7.9 Provide a "Highway Products" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes. There are several local vendors for this product	Attach This will not be evaluated Discount Offered: ____POR____%
7.10 one (1) each front bumper hoop style cone holder in steel, approximately 1/4"x2" steel strap and 1/4" thick steel mounting bracket. Fasten to front bumper with minimum grade #5, 3/8" plated corrosion resistant SAE bolts, self-locking nyloc nuts with flat washers. Hoop inside diameter to be 10 inches.	 \$319.20
7.11 Two (2) each front bumper hoop style cone holder in steel, approximately 1/4"x2" steel strap and 1/4" thick steel mounting bracket. Fasten to front bumper with minimum grade #5, 3/8" plated corrosion resistant SAE bolts, self-locking nylock nuts with flat washers. Hoop inside diameter to be 10 inches.	 \$464.80
7.12 Provide a "Venturo Manufacturing" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes. Their representative is Larry Jones (562) 508-6822	Attach This will not be evaluated Discount Offered: ____POR____%
7.13 Provide a "Buyers products Snow Dogg plows" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes. There are several local vendors for this product	Attach This will not be evaluated Discount Offered: ____POR____%
7.14 Provide a "Buyers products Salt Dogg Spreaders" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will	Attach This will not be evaluated

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

need to be added as an addendum to this contract for all pricing changes. There are several local vendors for this product	Discount Offered: POR %
7.15 Quote installed one (1) Pro-Tech Aluminum Cross Box with gull wing doors and stainless steel T-latches for Ford F150 pickup	\$999.04
7.16 Quote installed one (1) Pro-Tech Aluminum Cross Box with gull wing doors and stainless steel T-latches for Ford F250-450 pickup	\$999.04
7.17 Quote installed one (1) Pro-Tech Aluminum Dump Bed with headboard, and roll tarp installed in a F250-450 with 6 3/4' box	\$14486.08
7.18 Quote installed one (1) Buyers Products "Dumperdog" Steel dump bed with headboard, and roll tarp installed in a F250-450 with 8' box	\$7776.16
7.19 Quote installed one (1) Buyers Products "Dumperdog" Steel dump bed with headboard, and roll tarp installed in a F250-450 with 6 3/4' box	\$7776.16
7.20 Quote installed one (1) Pro-Tech Aluminum Dump Bed with headboard, and roll tarp installed in a F250-450 with 8' box	\$14489.44
7.21 Quote installed one (1) Pro-Tech Aluminum Dump Bed with headboard, and roll tarp installed in a F250-450 with box removed, installed directly on the frame.	\$18969.44
7.22 Provide a "LEER TRUCK CAPS" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes. There are several local vendors for this product	Attach This will not be evaluated Discount Offered: POR %
8 TRUCK CAB CHASSIS UPFITTING:	
8.2 Toolboxes: The COS Standard is Aluminum Pro-Tech boxes	CPL
8.1.1 Toolboxes shall have weather tight doors with top hinge and drip molding above hinge.	CPL
8.1.2 Vertically opening doors shall have two gas struts and open a minimum of 150 degrees.	CPL
8.1.3 Doors shall have continuous stainless hinges with 1/8" stainless pin. Hinges and latches shall be installed with rivets or machine screws only.	CPL
8.1.4 Doors shall have stainless twist type lock, double striker, flush mount and all locks keyed alike	CPL
8.1.5 Full length shelf with 1" lip turned up in front. Locate shelf 6" from top of box.	CPL

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ITEMS REQUIRED

RESPONSE

Not Available = N/A
Comply = CPL

8.1.6 Toolboxes shall be fabricated from 1/8" x 1.76 lb./sq.ft. 5052 H32 aluminum sheet.	CPL
8.1.7 Toolboxes shall include tapered rain gutters over the hinge.	CPL
8.1.8 All tool boxes shall be protected from any cargo shifting and jamming of the linkage while doors are shut.	CPL
8.3 Quote Frame Mounted 24"W x 20"D X 20"H	\$909.44
8.4 Quote Frame Mounted 30"W x 20"D X 20"H	\$940.80
8.5 Quote Frame Mounted 36"W x 20"D X 20"H	\$1036.00
8.6 Quote Frame Mounted 42"W x 20"D X 20"H	\$1103.20
8.7 Quote Frame Mounted 48"W x 20"D X 20"H	\$1187.20
8.8 Quote Deck Mounted 24"W x 20"D X 20"H	\$836.64
8.9 Quote Deck Mounted 30"W x 20"D X 20"H	\$873.60
8.10 Quote Deck Mounted 36"W x 20"D X 20"H	\$968.80
8.11 Quote Deck Mounted 42"W x 20"D X 20"H	\$1036.00
8.12 Quote Deck Mounted 48"W x 20"D X 20"H	\$1114.40
8.13 Quote to install "Line-X" (or Automotive Engineer Approved Equivalent) silver coating on the interior of a 24" W box	Armor-Thane \$296.80
8.14 Quote above (8.12) in a 30" W box	\$296.80
8.15 Quote above (8.12) in a 36" W box	\$296.80
8.16 Quote above (8.12) in a 42" W box	\$296.80
8.17 Quote above (8.12) in a 48" W box	\$296.80
SERVICE BODY: Service body installed similar to the "Reading" model 96 "Classic" with full width galvanized bumper, approximately 8" deep or Automotive Engineer approved equal.	Omaha Standard
a. All mounting hardware is required to be grade 8 minimum either zinc plated steel or stainless steel. Locking nuts are	CPL

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ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

required; Split "lock" washers are not acceptable.	
b. Furnish 60 dividers loose.	CPL
c. Paint body to match cab, all surfaces. Paint inside compartments silver/gray Line-X (or automotive engineer approved equivalent).	CPL per 8.26
d. Five (5) sets of keys for each body all locks keyed alike	CPL
e. DOT approved mud flaps shall be installed with anti-sail brackets	CPL

Approved Equal Service Bodies:

- a. Dakota body
- b. Reading
- c. Pacific
- d. Omaha
- e. Koneig
- f. Diamond
- g. Royal
- h. Knapheide
- i. IMT
- j. Monroe
- k. Stahl

8.18	State Manufactures body(ies) offered	Omaha w/light pkg. #1
8.19	Quote a standard service body installed on a 60" CA SRW cab chassis	\$ 15657.60
8.20	Quote a standard service body installed on a 60" CA DRW cab chassis	\$ 16576.00
8.21	Quote a standard service body installed on a 84" CA DRW cab chassis	\$ 19129.60
8.22	Quote a low profile service body installed on a 60" CA SRW cab chassis	\$ 15433.60
8.23	Quote a low profile service body installed on a 60" CA DRW cab chassis	\$ 16296.00
8.24	Quote a low profile service body installed on a 84" CA DRW cab chassis	\$ 18872.00
8.25	Quote Line-X (or automotive engineer approved equivalent) installed in the bed area of the service body,	\$ 812.00

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ITEMS REQUIRED

RESPONSE

Not Available = N/A
Comply = CPL

including the side walls, black in color.	
8.26 Quote Line-X (or automotive engineer approved equivalent) installed inside of all the compartments of the service body, color to be silver.	\$1674.40 Armor-Thane
8.27 Provide a complete product line price list of all options for the brand/s of body/s you offer with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes. There are several local vendors for this product	Attach This will not be evaluated Discount Offered: ___N/A___%
9 FLATBED: Note: The following bodies are to be installed on cab/chassis with dual or single rear wheels. 10,000 lb. GVWR and larger with lighting installed per section 2.2	CPL
SUBFRAME:	
9.1 All mounting hardware is required to be grade 8 minimum either zinc plated steel or stainless steel. Locking nuts are required; Split "lock" washers are not acceptable	CPL
9.2 Longitudinals shall be 6" x 3 lb/ft. 6061-aluminum channel full body length.	CPL
9.3 Cross members shall be 3" x 1.73 lb./ft. 6061-T6 aluminum channel interlaced through longitudinals on maximum 16" centers.	CPL
9.4 Omit cross members over wheel area to provide lowest bed height and clearance for tires and chains with 2,000 lb. load on deck.	CPL
9.5 Perimeter rail to be 4" x 2.16 lb./ft. 6061-T6 aluminum channel, flange outboard.	CPL
9.6 Cross members shall be butt welded to perimeter	CPL
FLATBED DECK:	
9.7 Deck shall be 1/4" x 3.9 lb./sq. 6061-T6 aluminum plate, sheared to fit.	CPL
9.8 All seams shall be welded full length and ground smooth.	CPL
9.9 Deck shall be warp-free, no oil can deformations.	CPL
9.10 Deck shall be sheared at rear to form 18" rear apron.	CPL

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ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

9.11 Apron perimeter shall be reinforced with 3" x 1.73 lb./ft. 6061-T6 aluminum	CPL
9.12 The apron shall be trapezoid sectioned. Apron shall include two (2) fully enclosed step pockets, exact location to be determined by the Automotive Engineer assigned to the project.	CPL
9.13 Distance from ground to deck shall be identical, both sides.	CPL
9.14 DOT approved mud flaps shall be installed with anti-sail brackets.	CPL
9.15 All lighting shall either recessed and protected by eyebrows or just recessed in .5" without eyebrows. Mounting style shall be determined by the Automotive Engineer assigned to the project.	CPL
HEADBOARD:	
9.16 Cab height plus 2" trapezoid section headboard and full width expanded mesh (Pro-Tech style mesh) window at cab window height.	CPL
9.17 Frame shall be 2" x 2" x .125" 6063 T52 aluminum.	CPL
9.18 Dash shall be 1/4", 3.9 lb./ sq. ft., 6061 T-6 aluminum.	CPL
9.19 Minimum, five (5) vertical supports are required	CPL

***Below flatbed prices include light package # 1

9.20 Quote pricing per specifications for the following length of flatbed approximately 96" Wide X 96" Long.	\$ 16668.00
9.21 Quote pricing per specifications for the following length of flatbed approximately 96" Wide X 120" Long.	\$ 16688.00
9.22 Quote pricing per specifications for the following length of flatbed approximately 96" Wide X 144" Long.	\$ 18032.00
9.23 Quote pricing for addition or subtraction per 12" of length.	per foot \$ 672.00
9.24 Quote four (4) evenly spaced stake pockets shall be tapered to accept 3" x 1.5" aluminum channel stakes.	\$ no/charge
9.25 Quote five (5) evenly spaced 1,000 lb. capacity "D" rings underbody, both sides.	\$ 616.00
9.26 Quote No. 1 fir sideboards and tailboard mounted to 3" x 1.5" aluminum channel stakes. Side board size is to be approximately 2" x 8". Sideboards shall have vertical angles at rear to accommodate tailboard.	\$ 504.00

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ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

9.27 Quote Curbside rear corner reinforced to accept crane rated at 1,500 lb. capacity.	\$896.00
10. LIGHT DUTY 2-3 CUBIC YARD DUMP BODIES	
10.1 One "Rugby" "Eliminator" series style dump body (or Automotive Engineer approved equal) with 12" high sides, installed on a configuration #13 cab chassis	CPL Rugby, includes high Package # 1
10.2 Color shall either match the chassis or grey. Color to be determined when ordered. See paint section #17	CPL
10.3 Pricing shall include all required lighting in section #2.2	CPL
10.4 The dump body shall incorporate the optional 8 gauge floor	CPL
10.5 The standard cab shield shall be the 1/4 option	CPL
10.6 The standard hoist shall be either Rugby HR-520 or Ventura VC416ED	CPL
10.7 The hydraulic system shall be designed as called out under the hydraulic specification in section #9	CPL per hydraulic section
10.8 All mounting hardware shall be grade 8 minimum either zinc plated steel or stainless steel. Locking nuts are required; Split "lock" washers are not acceptable.	CPL
10.9 DOT approved mud flaps shall be installed with anti-sail brackets	CPL
10.10 Quote price for dump body installed as called out in section #10 above for an eight (8) foot body.	\$18592.00
10.11 Quote price for dump body installed as called out in section #10 above for a nine (9) foot body.	\$18592.00
10.12 Quote price for dump body installed as called out in section #10 above for a ten (10) foot body.	\$18872.00
10.13 Quote price for dump body installed as called out in section #10 above for a ten (10) foot body	\$18872.00
10.14 Quote price for dump body installed as called out in section #10	\$19320.00

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ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

above for a eleven (11) foot body.	
10.15 Quote price for dump body installed as called out in section #10 above for a twelve (12) foot body.	\$19320.00
10.16 Quote price for manual pull tarp system.	\$1338.40
10.17 Quote price for tip down aluminum sides	\$2072.00
10.18 Quote price for two (2) material spreader doors incorporated into the tailgate. Doors shall be a rotating convex style door with a twelve (12) inch long handle and a minimum one (1) inch diameter round hand grip. Material doors shall be approximately 12 inches wide by 10 inches tall.	\$1288.00
11. LIFTGATES: The COS standard for lift-gates are "Tommy Gate"	CPL
11.1 Provide a "Tommy Gate" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes. There are several local vendors for this product	Attach Will not be evaluated Discount Offered: ____POR____%
12. TRAILER ELECTRICAL INTERFACE	
12.1 Trailer and Towing Vehicle Connectors for Vehicle Configuration #5,6,7,8,10,12,13,14,15 & 16	CPL
12.2. Each vehicle will have an SAE J560 and an ISO 3731 connector with designated auxiliary connections. The designated auxiliary connection schematics are included in attachment #1.	CPL
12.3. The "Wiring Standards for Fleet Services Vehicles" attachment #1 standards will be required	CPL
12.4. The truck and trailer electrical 7 pin plugs shall be wired according to the drawings in attachment #1.	CPL
12.5 The drawings show the plugs as viewed from the rear of the receptacle.	CPL

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ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

12.6. The battery charge wire for the trailer shall be wired to the #4 pin on the ISO 3731 receptacle	CPL
12.7 The electrical trailer brake signal wire shall be wired to the #7 wire of the J560 receptacle.	CPL
12.8 The charge circuit shall be protected with an ignition powered 20 Amp auto reset circuit breaker installed as closely to the battery as possible.	CPL
12.9. Some vehicles will come prewired from the factory with the fuse box supplying fused power for the trailer battery charged circuit. This is acceptable only if OEM installed.	CPL
12.10. Quote Installed on Vehicle Configuration #5, 6, 7, 8, 10, 12 & 13. (Typically the charging circuit is OEM fuse powered)	rear hitch not included \$628.80
12.11. Quote Installed on Vehicle Configuration #14, 15 & 16. This class in most cases will require a 20 AMP auto reset circuit breaker mounted as close to the battery as possible. The charging system will be ignition activated via a "Cole Hersee" # 24143 12V (or Automotive Engineer Approved Equal) constant duty isolation relay. See drawing included in attachment #1.	rear hitch not Included. \$980.00

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

13. WINCH: Warn Industrial Electric Winch is the COS standard	CPL
13.1. Quote a Warn 12,000 lb winch with hidden bumper kit, including 4 roller fairleads, installed on a Ford F250-550.	\$3875.20
13.2. Provide a "Warn Industrial Electric Winch" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes. There are several local vendors for this product	Attach This will not be eval Discount Offered: ____POR____%
14. WELDING PROCESS AND CONTROL:	
14.1 All welds shall meet AWS standards for structural steel joints.	CPL
14.2. Porosity, penetration leg and throat sizes, heat affected zone, and splatter clean-up will meet or exceed AWS requirements.	CPL
14.3. All rough edges are to be ground smooth before painting.	CPL
14.4. Dual shield welding process is preferred.	CPL
14.5. Welding inspection is required by the automotive engineer or a designated representative prior to delivery of the vehicle.	CPL
15. HYDRAULIC STANDARDS:	
15.1. Whenever possible "Chelsea™" (Parker) Hot Shift PTO model (sized for proper application) or Automotive Engineer approved equivalent shall be used to drive the hydraulic pump for the required functions.	CPL
15.2. "Parker™" hydraulic pump(s) (sized for proper application) or Automotive Engineer approved equivalent, shall supply hydraulic fluid at the proper pressure and volume to the entire system. The system shall be designed with flooded pump suction. Vendor must supply required specifications and have Automotive Engineer Approval prior to installation.	CPL
15.3. As part of the City of Seattle's green fleet policy the Hydraulic fluid will be Chevron "Clarity" AW ISO 46 biodegradable oil, Chevron P/N 230341. The system must be tested at full system pressure. No leakage is allowed. A reflective decal stating "Use Chevron Clarity AW-46 Biodegradable Hydraulic Oil Only" will be installed on hydraulic tank viewable by anyone adding fluid to the reservoir. Chevron "Clarity" AW-32 may be used with Automotive Engineer Approval. Type and size of	CPL

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

tag to be Automotive Engineer approved.	
15.4. All hydraulic hoses shall be rated for suction or pressure according to the particular application. "Parker" Super Tough Cover or Automotive Engineer approved equivalent shall be used in all abrasive applications. All lines shall be sized for full flow resulting in a maximum suction line velocity of 4 feet per second, a maximum pressure line velocity of 20 feet per second and a maximum return line velocity of 10 feet per second.	CPL
15.5. Hydraulic hose fittings shall be the crimp fittings recommended by the manufacturer of the hose used.	CPL
15.6. Adapters for the high pressure lines shall be SAE 37 degree flare, SAE o-ring or split flange. Pipe thread is to be avoided on the pressure side of the system. Teflon tape is not allowed in the hydraulic system. Automotive Engineer approval is required for any pipe thread usage.	CPL
15.7. The system shall be designed to avoid heat. If reservoir temperatures exceed 160 degrees Fahrenheit during normal operation on an 80 degree day, the vendor shall add an oil cooler.	CPL
16. Hydraulic Reservoir:	
16.1. The reservoir shall be fabricated from (<i>rule of thumb: steel min: 10 gal- 14 GA, 20 gal-12GA, 30 gal- 10 GA, 50 gal- 3/16"</i> ; <i>alum min: 10 gal- 1/8", 30 gal- 3/16", 50 gal- 1/4"</i>) GA minimum (mat'l: steel is our primary material, aluminum optional). The reservoir shall be fabricated using a minimum 1/4 inch overlapping seam construction. It shall be designed to prevent aeration and cavitation with all cylinders fully extended. The reservoir shall be mounted above the chassis frame and shall not interfere with any part of the chassis cab. Any deviation from this mounting must be Automotive Engineer Approved prior to installation. The following items are required:	CPL
16.2. A minimum 24 square inch clean-out cover.	CPL
16.3. A filler breather shall be incorporated into the cover. The filler breather shall have a filtered air vent and a basket screen. The filler shall be located as close to the center of the reservoir as possible and still be easily accessible.	CPL
16.4. Removable 100 mesh suction strainer rated for proper flow.	CPL
16.5. Sight gauge with built in temperature indicator, clearly visible from the ground.	CPL

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

16.6. A non-restrictive ball valve on the suction line between the suction strainer and the suction hose	CPL
16.7. A magnetic drain plug at the bottom of the reservoir. A magnetic removable rod may be used in conjunction with a standard drain plug in the bottom of the tank.	CPL
16.8. The tank shall be equipped with a minimum of one (1) center baffle. The baffle will allow oil to flow around the bottom corners and top. The suction and return ports will be on opposite sides of the baffle. Baffle welds are not to be ground.	CPL
16.9. The standard return line filter is to be a tank top; "Parker" immersed style sized properly for flow.	CPL
16.10. An alternative spin on style return filter may be used. The filter head shall be mounted on a dedicated mounting bracket and positioned in such a way that it is protected from damage but accessible for maintenance. Filters hanging off the tank via a pipe nipple are not acceptable. List price increase/deduction for a spin on style filtration system	CPL
16.11. The filtration rating shall be 10 micron nominal with a minimum flow rating of twice the pump flow. The filter outlet is to have a downcomer installed if necessary, so that oil is discharged into the tank below the oil level when all the cylinders are in the extended position. Filter restriction indication shall be provided. The gauge provided shall be located to be easily readable.	CPL
16.12. The reservoir shall be thoroughly cleaned to remove any weld slag or manufacturing debris. If a piston pump is specified the reservoir is to be sloshed with Randolph 912 Sloshing Compound or Automotive Engineer approved equivalent.	CPL
16.13. The reservoir shall be hydrostatically pressure tested at 3 to 5 PSI with no leaks to be allowed.	CPL
16.14. All mounting hardware shall be grade 5 minimum either zinc plated steel or stainless steel. Locking nuts are required; Split "lock" washers are not acceptable.	CPL
16.15. Quote price to build reservoir/s per reference drawing in attachment #4. 20 gallon steel	\$1316.00
16.16. Quote price to build reservoir/s per reference drawing in attachment #4. 20 gallon Aluminum	\$1652.00
16.17. Quote price to build reservoir/s per reference drawing in	\$1428.00

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

attachment #4. 30 gallon steel	
16.18. Quote price to build reservoir/s per reference drawing in attachment #4. 30 gallon Aluminum	\$1876.00
16.19. Quote price to build reservoir/s per reference drawing in attachment #4. 40 gallon steel	\$1428.00
16.20. Quote price to build reservoir/s per reference drawing in attachment #4. 40 gallon Aluminum	\$1876.00
16.21. Quote price to build reservoir/s per reference drawing in attachment #4. 50 gallon steel	\$1428.00
16.22. Quote price to build reservoir/s per reference drawing in attachment #4. 50 gallon Aluminum	\$1876.00
17. PAINT:	
17.1. The entire unit, including the undercarriage, shall be painted with 3 mils dry. of Sherwin Williams Prime-Shield Urethane Primer (or Automotive Engineer Approved Equivalent)	CPL
17.2. The entire unit, including the undercarriage, shall be painted with 3 mils dry Sherwin Williams Genesis LV Single stage Acrylic urethane (or Automotive Engineer Approved Equivalent)	CPL
17.3. Standard white is N0010, dump box color is to be gray number N0428, Parks color is N0105 Green, and other colors will be used.	CPL
17.4. The surface shall be prepped, cleaned and washed with industry standard cleaning solvent.	CPL
18. COMPLEX ELECTRICAL/HYDRAULIC SYSTEM SCHEMATIC REQUIREMENTS:	
18.1. At the discretion of the Automotive Engineer overseeing the project, electrical and/or hydraulic schematics may be required as follows.	CPL
18.2. Three (3) each, engineering schematic drawings of the electrical and/or hydraulic systems are required. The schematics shall be a minimum of 11 x 17 inches in size, easily readable and Mylar coated.	CPL
18.3 The electric schematic shall include:	CPL
18.4 SAE electric symbols shall be used to identify all components.	CPL
18.5 All interfaces between OEM wiring and added equipment shall be shown to include electrical pin positions as arranged in the interface connections	CPL

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

18.6 All wire color coding and/or wire numbers shall be displayed to indicate different circuits.	CPL
18.7 Electrical circuits may be shown individually as long as all circuits are included	CPL
18.8 When the hydraulic schematic are required they shall include when applicable: 18.9 ANSI or JIC fluid power graphical symbols for all components. 18.10 All major components, such as pumps, cylinders and motors, shall be identified with their function and size.	CPL

19 WARRANTY:

19.1 Proposer shall have a full time, complete local (within 50 mile radius of FAS shops located at 805 South Charles Street, Seattle, Washington 98134) parts and service facility offering factory authorized service and a parts supply adequate to perform complete warranty repairs.	CPL
19.2 Inspection of bidder's parts and service facility may be required before award of bid is made.	CPL
19.3 Manufacturer's standard warranty shall be a minimum of 12 months and commence the date equipment/vehicle is placed in service, not delivery date, as documented by the City of Seattle. State warranty offered.	CPL
19.4 Warranty service, extended warranty and recall work must be performed by seller or seller's service facility, who must accept responsibility for all transportation. Seller must respond to a call for warranty service within 24 hours. All costs of warranty repair and service shall be borne by the seller.	CPL
19.5 Minor warranty repairs than can be done in one (1) hour or less shall be performed by the City of Seattle FAS repair shop. In the event a covered repair will take more than one (1) hour, the City of Seattle FAS shop will call vendors assigned contact person for repair authorization or have the vendor pick up the truck for repairs. All warranty repairs completed by The City of Seattle FAS shop will be reimbursed by the vendor at the current shop rate of \$114.00 per hour for 2013, \$117.00 per hour for 2014. The City of Seattle FAS shop will only bill for actual time spent. There will be no minimum time charge on any repair. All warranty transportation will be provided by the winning vendor.	CPL
19.6 List the official warranty authorization representative.	CPL

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

20 VISITS AND PROJECT MANAGEMENT:

The bid price submitted shall include:

20.1. The unit may be inspected at any time during construction by the Automotive Engineer.	CPL
20.2 All end-user (operator) visits shall be scheduled thru the Automotive Engineer	CPL
20.3 Unscheduled visits by the end-user shall be discouraged	CPL
20.4 Any and all changes, clarifications or change orders must be authorized by the Automotive Engineer in writing.	CPL
20.5 The vendor shall have the capability to send digital images. These digital images will be used via E-Mail for up-fitting clarifications and/or authorizations by the Automotive Engineer assigned to the project	CPL
21 GENERAL REQUIREMENTS:	
21.1. All equipment and components necessary for operation and normally supplied shall be furnished, even if not called out in the specifications.	CPL
21.2. Vendor shall provide all shuttling of vehicles/chassis within 48 hours from notification by the Automotive Engineer assigned to the project	CPL
21.3. All equipment shall have full dealer preparation and be ready for service when delivered.	CPL
21.4. Four (4) complete sets of keys for all locks shall be provided with the unit (Not to include City of Seattle supplied equipment)	CPL
21.5. A spare filter set shall be supplied with the completed unit. The set shall consist of all filter elements required for all filters installed. (If applicable)	CPL
21.6 Vendor decals if applied shall be no larger than 4" x 6" in size and there shall be no more than 2. All Mud flap logos are acceptable.	CPL
21.7 Equipment shall be delivered to (Unless stated otherwise on the purchase order): FAS Shops 805 South Charles Street Seattle, WA 98134 Attn: SUPPORT SHOP SOS Phone: 206-386-1156	CPL
21.8 Upon arrival the vehicle will be inspected for completeness.	CPL

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ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

functionality and compliance with these specifications. All problem items will be repaired by the vendor, at the vendor's expense, prior to vehicle acceptance and invoice payment issuance.	
21.9 The City of Seattle has entered into Inter-local Agreements with other governmental agencies pursuant to RCW 39.34, in lieu of those agencies conducting a separate competitive proposal Does Vendor agree to provide this product or service to such agencies?	Yes: <u>XX</u> No: <u> </u>
22 Product Supportability:	
22.1. This contract shall extend to repair parts and service. State the location and distance to the closest parts and service facility from 805 South Charles Street.	NTE 14919 40 th Ave. NE Marysville, WA 98271
22.2. State the approximate value of parts inventory carried for the offered product at this facility.	\$200,000.00 approx.
22.3. State the current labor rate at your service facility.	<u>\$12.500</u> HR
22.4. State the operating hours of your service facility	M-F. 6 am- 4:30pm Sat: <u>closed</u> Sun: <u>closed</u>
22.5. State any additional details on how you intend to support your product proposed.	Work with suppliers to improve Product availability
22.6. What are your parts order desk hours all business days except for City Holidays?	M-F: <u>7:30-4:30</u> Sat: <u> </u> Sun: <u> </u>
22.7. Can you deliver stock parts to City shops same day or within 1 day after City's initial call?	Yes: <u>x</u> No: <u> </u> deliver?)

**** IMPORTANT ****

The manufacturer's local representative must print the representative's firm name, address, phone number and the VIN number on all written warranty statements and/or manuals. VIN numbers furnished must match the respective item numbers on the contracts. Additionally, all such warranty instruments must be complete with all manufacturer/dealer responses contained therein (typewritten or neatly printed in ink, no exceptions) before acceptance of the vehicle/equipment will be made.

1. The above prices include and cover all duties, handling and transportation charges, and all charges incidental to the requested work excluding Sales Tax or Use Tax. Offer shall agree to all the original City contract terms and conditions without exception.
2. Do not attach alternative boilerplate. Any such exceptions can invalidate your Offer and the Buyer can reject your Bid.
3. If you make an error in typing your prices or any corrections to your Offer Submittal, you may mark it in ink and initial the correction. If it is not marked in ink and or it is not initialed, the Buyer may reject your bid. Do not use whiteout.
4. Price Changes in future contract years shall be in accordance with the specifications. Whole sale and mark-up discount rates will not change through the life of the contract. Other price changes are restricted to the specifications stated in the solicitation and the contract.
5. Prompt Payment Discount: none % days. Note: Prompt payment discount periods equal to (or greater than) 10 calendar days will receive consideration and bid pricing will be reduced for evaluation by the amount of that discount.
6. **Interlocal Agreement:** The City of Seattle has entered into Interlocal Agreements with other governmental agencies pursuant to RCW 39.34, in lieu of those agencies conducting a separate competitive bid. Does Vendor agree to provide this product or service to such agencies?
Yes: x No:

Full Legal Name of Company: Northend Truck Equipment, Inc.

SIGNATURE: James O'Brien

Print Name: James O'Brien

Date: 10/06/2013



City of Seattle
CITY PURCHASING
700 – Fifth Avenue., Suite 4112
PO Box 94687
Seattle, WA 98124-4687

BLANKET CONTRACT

Blanket Contract # 000000000003205	Date 10/01/2018	Change Order # 3
Payment Terms Net 30	Freight Terms Prepaid & Allowed FOB: DESTINATION	
Buyer: Rick Davison	FAX: 206-233-5155	Phone: 206-684-1083

Vendor #0000033711
NORTHEND TRUCK EQUIPMENT INC
14919 40th AVE NE
MARYSVILLE, WA 98271

Contact: Dennis Andrews
Phone #: 360-953-8124
Fax# 360-653-0100
E-mail dennisa@northendtruck.com

Ship To:

SEE BELOW

Bill To:

SEE BELOW

NORTHEND TRUCK EQUIPMENT INC is awarded a contract for providing the City of Seattle, FAS, Fleets Department with auxiliary equipment for installing on City of Seattle supplied vehicles, as a result of ITB FAS-82013 conducted by the City. See Attachment #1 (Specifications), Attachment #2 (Terms and Conditions).

Contract term is from 12/18/13 to 1/30/2018, with the option to extend for an additional three years.

Change Order #1, issued to add Auxiliary Vehicle Equipment instructions, these instructions are mandatory per Attachment A, also to add Attachment B, which includes optional flatbed prices, optional plow options and optional sander prices per ITB-FAS82013.

Change Order #2: To update order limits and Approval Authority on Attachment A of contract.

Change Order #3: Issued to extend contract through 11/30/2019 to allow time for re-solicitation. The City reserves the right to terminate at any time upon award of a new contract resulting from the solicitation.

Orders shall be placed by the CITY DEPARTMENTS. Invoices shall be mailed in duplicate to the CITY DEPARTMENT, Accounts Payable, per attached list. Each invoice shall indicate contract #0000003205.

The City of Seattle does not guarantee utilization of this contract. The City of Seattle may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the City of Seattle.

Authorized Signature/Date

AP
Pam Johnson 10/1/18



The City of Seattle
PURCHASING SERVICES
700 – 5th AVE #4112
PO BOX 94687
Seattle, WA 98124-4687

VENDOR CONTRACT

Vendor Contract # 000000000003205	Date 02/13/2019	Change Order 4
Payment Terms Net 30	Freight Terms FOB: Destination; Prepaid & Allowed	
Procurement Strategic Advisor: Rick Davison	Email: Rick.davison@seattle.gov	Phone: 206-684-8310

Vendor #: 0000033711
NORTHEND TRUCK EQUIPMENT INC.
14919 40TH AVE NE
MARYSVILLE, WA 98271

Contact: Dennis Andrews
Phone #: 360-953-8124
Email: dennisa@northendtruck.com

Ship To:
CITY DEPARTMENTS

Bill To:
See below

I. BACKGROUND

The City of Seattle ("City") awarded a contract to **NORTHEND TRUCK EQUIPMENT INC** for providing the City of Seattle, FAS, Fleets Department with auxiliary equipment for installing on City of Seattle supplied vehicles as a result of as a result of ITB FAS-82013 conducted by the City. See Attachment #1 (Specifications), Attachment #2 (Terms and Conditions). (the "Contract"). The Contract is available to all *City Departments*.

Original Contract term is from 12/18/13 to 1/30/2018, with the option to extend for an additional three years.

II. CHANGE ORDER DESCRIPTION

Change Order #4: Issued to allow a price increase per email dated 12/20/2018 and manufacturer's requests and Pricing Attachment #2. Effective date 03/20/2019. All other aspects of this contract remain unchanged.

III. CONTRACT HISTORY

Contract Action	Description of Contract Action	Contract Term Dates/Comments
Contract Execution		12/18/2013 – 01/30/2018
Change Order#1	Add Auxiliary Vehicle Equipment instructions	12/30/13
Change Order #2	Update order limits and approval authority on Attachment A	04/08/15

Authorized Signature/Date
 Pam Johnson 2/13/19

Contract Action	Description of Contract Action	Contract Term Dates/Comments
Change Order #3	Issued to extend contract through 11/30/2019 and to allow time for re-solicitation.	10/01/18
Change Order #4	Issued to update pricing per Attachment #2 and per email request and support documents dated 12/20/2018 effective date March 20, 2019.	02/13/2019

IV. ADDITIONAL NOTES

Orders must be placed by the authorized City of Seattle Department Representative. Invoices must be mailed in duplicate to the CITY OF SEATTLE, Accounts Payable, per attached list. Each invoice must indicate Contract # 3205.

Authorized Signature/Date

pt

7 ATTACHMENT #2

3265

SPECIFICATION for: Multi-year contract to install custom bodies and miscellaneous auxiliary equipment on City of Seattle supplied vehicles.

Prepared by: Specification
Sam Houghtaling, Senior Automotive Engineer
City of Seattle – Finance and Administrative Services
Fleet Management Division
700 Fifth Avenue, Suite 5200
PO Box 94689
Seattle, Washington 98124-4689

● IMPORTANT ●

Complete response to each item is required, responses must be written on this form, even if "No Bid" is the response. Attach any information necessary to explain or clarify your bid. Bids failing to include specific responses may be rejected. All non-factory items must be clearly identified and described. Evaluation will be based on compliance with specifications. Non-compliant items must be clearly indicated. Any mandatory items (marked "shall", "minimum" or "maximum") must be in compliance or the bid will be rejected. Acceptable abbreviations for use on this form: Standard = (STD), Not Available = (N/A), No Charge = (NC), Comply = (CPL), No Bid = (NB). All items described by attachments or addendum shall be referenced on the submitted bid in proper numerical sequence. You are encouraged to list and price any options that you feel would enhance the use of this item and/or would be desirable.

SCOPE:

It is the intent of these specifications to establish the minimum requirements to install a variety of equipment and misc. bodies on the City of Seattle supplied vehicles and truck chassis. This will be a five (5) year contract with up to one (1) optional three (3) year extension.

This multi-vendor contract also establishes a vendor pool that will be utilized to provide quotes on certain specialty up-fitting projects not covered in the following specifications.

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

SECTION 1 – GLOBAL REQUIREMENTS

GENERAL DESCRIPTION:

1.0 Bidders are encouraged to offer options in their bid. Cost differences and alternatives should be detailed and completely defined on the bid.	CPL
1.1 A performance demonstration may be required prior to bid award.	CPL
1.2 All components shall be new, unused, up-to-date models and shall be delivered ready for service. Each unit shall include all inspection coupons and warranty identification cards furnished to general trade. All extended warranty months and miles shall be clearly noted on a placard installed in the vehicle.	CPL
1.3 All components and accessories cataloged as standard, unless superseded by these specifications, shall be provided with the unit.	CPL
1.4 In the event of a conflict between the specifications requirements and federal or state laws, the federal or state laws shall prevail.	CPL
1.5 Filters shall be easily accessible and replaceable without removing or disconnecting other components. If necessary filters may be remotely mounted to meet this requirement. Spin-on filters are required for fluid service unless specified otherwise or approved by the Automotive Engineer. All filters shall be heavy-duty and sized for severe service.	CPL
1.6 Hose, wire and tube routing shall not impede normal maintenance and adjustment of the unit. Hoses, wires and tubes shall be securely and neatly positioned and secured with non-corrosive clamps.	CPL
1.7 On all items that the bidder is requesting Automotive Engineer equivalent approval, the part number, model, description and performance data (if applicable) of the alternative must be provided. The term "Automotive Engineer" means the Finance and Administrative Services, Fleet Services Division, Automotive Engineer who is assigned to the individual project(s), or alternately, the Fleet Services Fleet Administration Manager. All such approvals shall be in writing.	CPL

Vehicle Configurations:

The following vehicle categories will represent typical equipment (vehicles) the City of Seattle will supply for this contract. These configurations represent common

pg. 2

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

types of vehicles/chassis the City of Seattle currently outfits. Vehicle models available/manufactured will change from year to year. The following are a good reference for calculating your bids:

1. Compact Cars
 - a. Toyota Prius
 - b. Ford Focus
 - c. Ford C-Max
 - d. Chevrolet Volt
2. Midsize Cars
 - a. Chevrolet Impala
 - b. Dodge Stratus
 - c. Ford Fusion
 - d. Ford Taurus
3. Full Size Cars
 - a. Ford PI Sedan
 - b. Ford PI Utility
 - c. Dodge Charger
 - d. Chevrolet Caprice
4. Compact SUV
 - a. Ford Escape
5. Midsize SUV
 - a. Ford Explorer
 - b. Ford Expedition
 - c. Chevrolet Blazer Trailblazer
 - d. GMC Envoy
6. Large SUV
 - a. Chevrolet Tahoe and/or Suburban
 - b. GMC Yukon
7. Compact Pickups
 - a. Chevrolet Colorado
 - b. Toyota Tacoma
8. Full Size Pickups
 - a. Ford Superduty F150 thru F450 both 2WD and 4WD
9. Passenger Mini-Vans

pg. 3

ITEMS REQUIRED**RESPONSE**

Not Available = N/A

Comply = CPL

-
- a. Ford Transit Connect Wagon
-
- 10. Passenger Full Size Vans
 - a. Ford E-Series Wagon
 - b. Mercedes Sprinter
 - c. Ford Transit Wagon
 - 11. Cargo Mini-Vans
 - a. Ford Transit Connect Cargo
 - 12. Cargo Full Size Vans
 - a. Ford E-Series Wagon
 - b. Mercedes Sprinter
 - 13. Cab Chassis
 - a. Ford Superduty F350 thru F550 both 2WD and 4x4
 - 14. HD/Medium Duty Trucks
 - a. Peterbilt class 6 & 7 – Conventional and Cab over Cab/Chassis
 - 15. HD/Class 8 Peterbilt Cab Chassis
 - 16. HD/Class 8 Mack Cab Chassis

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

Unless otherwise noted in this specification, all pricing shall include installation, parts, misc. parts, bolts, wiring, connectors etc..

2 ELECTRICAL:	
2.1 Wiring Standards: See Attachment #1. Any deviation from this must be Automotive Engineer Approved.	CPL
2.2 Body Lighting: Fabricated body – Lighting (See attachment #2) The base lighting standards shall be as follows, any deviation from this must be Automotive Engineer Approved equivalent.	CPL
2.3 All lights and reflectors required by DOT, ICC, FMVSS 108 standards and Chapter 46.37 of the Revised Code of Washington shall be furnished.	CPL
2.4 Truck-Lite sealed lighting system installation is required. The following is the base configuration:	CPL
a. Installation shall include Truck-Lite series 50 wiring harness with Truck-Lite #50400 junction box or boxes	CPL
b. Rear Stop/Tail/Turn lights, quantity two (2), shall be red LED Truck-Lite, Diamond Shell, 4" Super 44 series.	CPL
c. The backup lights, quantity two (2), shall be clear LED Truck-Lite, Diamond Shell, 4" Super 44 series	CPL
d. All rear STT lights shall be flange mounted with tamper proof hardware and protected against damage.	CPL
e. All rear lights shall be protected with protective eyebrows.	CPL
f. Rear identification lights "Truck-Lite" model 35 identification light bar #35740R.	CPL
g. One (1) LED license plate light "Truck-Lite" LED model 15.	CPL
h. All clearance lights are to be Truck-Lite LED Model 35 Diamond shell	CPL

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

- 3 **LIGHT BARS:** Federal Signal Legend and LED Highlighters are the City of Seattle's standard light bars.

3.1 All light bar wiring when installed on a cab guard shall travel thru the cab guard aluminum tubing for protection. The light bar harness shall be isolated from sharp edges with rubber grommets.	CPL
3.2 For all other wire routing refer to the wiring standards in attachment #1 for proper installation requirements	CPL
3.3 Quote price to install; one (1) "Federal Signal" 53" Legend light bar #LGD53ZS-00017 with dual signal master traffic arrows. Price shall include #66000 COS controller mounted in the cab. Exact in cab controller mounting locations will need to be determined on an individual vehicle installation basis. Installed on top of a Pro Tech cab guard (guard cost not included)	\$3999.52
3.4 Quote price to install; one (1) "Federal Signal" 53" Legend light bar #LGD53ZS-00017 with dual signal master traffic arrows. Price shall include #66000 COS controller mounted on the cab. Exact in cab controller mounting locations will need to be determined on an individual vehicle installation basis. Installed on top of the truck cab in lieu of cab guard mounting.	\$4245.92
3.5 Quote price to install above (3.3) with a COS supplied light bar on cab guard LABOR ONLY	\$ N/A
3.6 Quote price to install above (3.4) with a COS supplied light bar on cab LABOR ONLY	\$ N/A
3.7 Quote price to install one (1) "Federal Signal" Highlighter LED 454205-02SC light centered on Pro-Tech cab guard to include the required wiring to the factory supplied up fitter switch	\$916.16
3.8 Quote price to install one (1) "Federal Signal" Highlighter LED 454205-02SC light centered on the center of the roof, to include the required wiring to the factory supplied up fitter switch	\$916.16
3.9 Quote price to install above (3.7) with a COS supplied light bar on guard. LABOR ONLY	\$ N/A
3.10 Quote price to install above (3.8) with a COS supplied light	\$ N/A

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ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

bar on cab. LABOR ONLY	
3.11 Quote "Belts" work light wired to factory up fitter switch. One (1) ea. 315501 LED clear flood work light installed on cab guard.	\$705.60
3.12 Quote "Belts" work lights wired to factory up fitter switch. Two (2) ea. 315501 LED clear flood work light installed on cab guard.	\$1332.80
3.13 Quote one (1) Unity" 6" spotlight, vehicle door/pillar mounted, Left side (street side).	\$658.56
3.14 Quote one (1) Unity" 6" spotlight, vehicle door/pillar mounted, Right side (curb side).	\$658.56
3.15 Quote two (2) Unity" 6" spotlight, vehicle door/pillar mounted, both sides	\$1261.12
3.16 Quote one (1) Go-Light Wired Dash Mount Remote - 20204 (white), cab mounted.	\$917.28
3.17 Provide a complete "Federal Signal" Emergency lighting (Amber) product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes. (Parts Only - No Labor)	Attach This will not be evaluated Discount Offered: ____POR____%
3.18 Provide a complete "Superior Signals" Emergency lighting (Amber) product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes. (Parts Only - No Labor)	Attach This will not be evaluated Discount Offered: ____POR____%

4

Misc Electrical:

4.2 Brigade SA-BBS-97 (A1399) Backup alarm installed.	\$272.16	\$243.00
4.3 Auxiliary battery -One (1) 750 CCA, 12 Volt, AGM Dry cell battery installed, Optima 8014-045 Yellow Top or Automotive Engineer approved equivalent. Install per attached electrical standards with the auxiliary charge system See attachment #1.	\$1117.76	
4.4 Auxiliary batteries -Two (2) 750 CCA, 12 Volt, AGM Dry cell batteries installed, Optima 8014-045 Yellow Top or Automotive Engineer approved equivalent. Install per attached electrical standards with the auxiliary charge system See attachment #1.	\$1565.76	
4.5 One (1) Flaming River master battery disconnect	\$	\$707.84

pg. 7

ITEMS REQUIRED

RESPONSE

Not Available = N/A
Comply = CPL

switch FR1005 (or Automotive Engineer approved equivalent) installed at or near the battery box, wired to the auxiliary battery/s. Location shall be Automotive Engineer Approved.	
4.6 Two (2) Flaming River, master battery disconnect switches FR1005 (or Automotive Engineer approved equivalent) installed at or near the battery box, wired to the chassis and auxiliary battery/s. Location shall be Automotive Engineer Approved	\$999.04

5 CARGO VAN INTERIOR

5.2 Expanded mesh screen partition behind driver and passenger, State brand and model offered.	\$ N/B Brand _____ Model # _____
5.2.1 Full size van, standard one piece partition, solid base with mesh upper	\$ N/B
5.2.2 Full size van with walk thru door option	\$ N/B
5.2.3 Sprinter van high roof solid base with expanded mesh upper, with center door	\$ N/B
5.3 Provide an "Adrian Steel" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes	Attach This will not be evaluate Discount Offered: _____ N/B _____ %
5.4 Quote price (parts and labor) to install the following "Adrian" van packages and accessories as follows:	\$ N/B
Transit Connect Cargo Van	
5.4.1 Pkg. 4522	N/B
5.4.2 Pkg. 4509	N/B
5.4.3 Pkg. 4529	N/B
5.4.4 Pkg. 4530	N/B
5.4.5 Pkg. 4508	N/B
5.4.6 Pkg. 4496	N/B

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

5.4.7 Pkg. 4510	N/B
5.4.8 Pkg. 4511	N/B
5.4.9 Pkg. 4512	N/B
5.4.10 Pkg. 4513	N/B
5.4.11 Pkg. 4517	N/B
Full Size Cargo Vans	
5.4.12 Pkg. 4318F	N/B
5.4.13 Pkg. 4316F	N/B
5.4.14 Pkg. 4517F	N/B
5.4.15 Pkg. 2251F	N/B
5.4.16 Pkg. 2252F	N/B
5.4.17 Pkg. 2253F	N/B
5.4.18 Pkg. 2255F	N/B
5.4.19 Pkg. 2256F	N/B
5.4.20 Pkg. 2257F	N/B
5.4.21 Pkg. 2258F	N/B
5.4.22 Pkg. 2261F	N/B
5.4.23 Pkg. 2262F	N/B
5.4.24 Pkg. 3230F	N/B
5.4.25 Pkg. 4317FX	N/B
5.4.26 Pkg. 4319F	N/B
5.4.27 Pkg. 4135F	N/B
5.4.28 Pkg. 4136F	N/B
5.4.29 Pkg. 4138F	N/B
5.4.30 Pkg. 4145F	N/B
5.4.31 Pkg. 4318FX	N/B
5.4.32 Pkg. 4319FX	N/B
5.4.33 Pkg. 4316FX	N/B
Sprinter Cargo Vans	

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

5.4.34 Pkg. 4001H	N/B
5.4.35 Pkg. 4002H	N/B
5.4.36 Pkg. 4003H	N/B
5.4.37 Pkg. 4004H	N/B
5.4.38 Pkg. 4013S	N/B
5.4.39 Pkg. 4014H	N/B
5.4.40 Pkg. 4014S	N/B
5.4.41 Pkg. 4015H	N/B
5.4.42 Pkg. 4015S	N/B
5.4.43 Pkg. 4016H	N/B
5.4.44 Pkg. 4016S	N/B
Misc. "Adrian" Up-fitting Products Installed	
5.4.45 TA1 hooks	N/B
5.4.46 PA7 emergency triangle holder	N/B
5.4.47 PA9 first aid box tray	N/B
5.4.48 PA11 Cab file box	N/B
5.4.49 DDF7 Driver data file	N/B
5.4.50 DDF12 Driver data file	N/B
5.4.51 BH4 four slot binder holder	N/B
5.4.52 CB5 five slot literature holder	N/B
5.4.53 CB7 seven slot literature holder	N/B
5.4.54 CB2 two book file	N/B
5.4.55 CB3 Three Book file	N/B
5.4.56 CB4 utility storage box	N/B
5.4.57 SA10 stow all	N/B
5.4.58 SA20 stow all	N/B
5.4.59 SA30 stow all	N/B
5.4.60 SA40 stow all	N/B
5.4.61 UH50 5" hook	N/B

ITEMS REQUIRED

RESPONSE

Not Available = N/A
Comply = CPL

5.4.62 UH25 2.5" hook	N/B
5.4.63 WRH5 five bar wire reel holder	N/B
5.4.64 Provide a "Weather Guard" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes.	Attach This will not be evaluate Discount Offered: N/B %
Cargo Van Exterior	
5.5 Quote price for a full width, approximately 8" deep step bumper with diamond tread	N/B
5.6 Quote price for "Prime Design" ladder rack with dual high rotational drop down racks, with quick clamp for a Transit Connect Cargo Van.	N/B
5.7 Quote above (5.5) for a Ford E series cargo van	N/B
5.8 Quote above (5.5) for a Ford Transit cargo van	N/B
5.9 Quote above (5.5) for a Sprinter cargo van	N/B
5.10 Quote above (5.5) for a High Roof Box cargo van	N/B
5.11 Quote price for "Prime Design" ladder rack with Single high rotational drop down rack, with quick clamp for a Transit Connect Cargo Van.	N/B
5.12 Quote above (5.10) for a Ford E series cargo van.	N/B
5.13 Quote above (5.10) for a Ford Transit cargo van	N/B
5.14 Quote above (5.10) for a Sprinter cargo van	N/B
5.15 Quote above (5.10) for a High Roof Box cargo van.	N/B
6 Western Mule Bumpers	
6.2 Quote the installed price of a V-750 installed on a Ford E series cargo van including wiring and circuit protection in attachment #1 "Electrical Standards", wired to an auxiliary battery/s in 4.2 or 4.3. Price of 4.2 or 4.3 not included.	\$ N/A
6.3 Quote the installed price of a V-1000 installed on a Ford E series cargo van including wiring and circuit protection in attachment #1 "Electrical Standards", wired to an auxiliary battery/s in 4.2 or 4.3. Price of 4.2 or 4.3 not included.	\$ N/A
6.4 Quote the installed price of a A-750 installed on a Ford F250-450 pickup truck including wiring and circuit protection in attachment #1 "Electrical Standards", wired to an auxiliary battery/s in 4.2 or 4.3.	\$5863.36

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ITEMS REQUIRED

RESPONSE

Not Available = N/A
Comply = CPL

Price of 4.2 or 4.3 not included.	
6.5 Quote the installed price of a A-1350 installed on a Ford F250-450 pickup truck including wiring and circuit protection in attachment #1 "Electrical Standards", wired to an auxiliary battery/s in 4.2 or 4.3. Price of 4.2 or 4.3 not included.	\$ 6132.00
6.6 Quote the installed price of a A-2000 installed on a Ford F250-450 pickup truck including wiring and circuit protection in attachment #1 "Electrical Standards", wired to an auxiliary battery/s in 4.2 or 4.3. Price of 4.2 or 4.3 not included.	\$6244.00
6.7 Quote the installed price of a U-1350 installed on a Service Body, Flatbed, or Cube Van wiring and circuit protection in attachment #1 "Electrical Standards", wired to an auxiliary battery/s in 4.2 or 4.3. Price of 4.2 or 4.3 not included.	\$7274.40
6.8 Quote the installed price of a U-2000 installed on a Service Body, Flatbed, or Cube Van wiring and circuit protection in attachment #1 "Electrical Standards", wired to an auxiliary battery/s in 4.2 or 4.3. Price of 4.2 or 4.3 not included.	\$7722.40
6.9 Quote the installed price of a U-2500 installed on a Service Body, Flatbed, or Cube Van wiring and circuit protection in attachment #1 "Electrical Standards", wired to an auxiliary battery/s in 4.2 or 4.3. Price of 4.2 or 4.3 not included.	\$ 8338.40

7 PICKUP TRUCK UPFITTING:

Bed liner- Bed liner material "Line-X" or Automotive Engineer approved equal for the following applic both truck bed and tailgate

7.2 Quote installed in a short bed full size pickup	\$728.00
7.3 Quote installed in a long bed full size pickup	\$728.00
7.4 "Pro-tech" Cab guards are the current standard for the city. Quote installed pricing for #57-6830-24 installed on a F250-450 Pick Up	\$ 636.16
7.5 Quote installed pricing for #57-6870-24 installed on a F150 Pick Up	\$ 636.16
7.6 Option to add # 57-6099-SEA shovel/broom tool holder with light mounting plate to cab guard	\$333.76
7.7 Option to add #57-6038-SEA light mount plate only to cab guard	\$110.88

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ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

7.8 Provide a "Pro-Tech" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes. The local distributor is "Pro-Tech Industries" in Vancouver Washington.	Attach This will not be evaluated Discount Offered: ____POR____%
7.9 Provide a "Highway Products" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes. There are several local vendors for this product	Attach This will not be evaluated Discount Offered: ____POR____%
7.10 ne (1) each front bumper hoop style cone holder in steel, approximately 1/4"x2" steel strap and 1/4" thick steel mounting bracket. Fasten to front bumper with minimum grade #5, 3/8" plated corrosion resistant SAE bolts, self-locking nyloc nuts with flat washers. Hoop inside diameter to be 10 inches.	 \$319.20
7.11 Two (2) each front bumper hoop style cone holder in steel, approximately 1/4"x2" steel strap and 1/4" thick steel mounting bracket. Fasten to front bumper with minimum grade #5, 3/8" plated corrosion resistant SAE bolts, self-locking nylock nuts with flat washers. Hoop inside diameter to be 10 inches.	 \$464.80
7.12 Provide a "Venturo Manufacturing" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes. Their representative is Larry Jones (562) 508-6822	Attach This will not be evaluated Discount Offered: ____POR____%
7.13 Provide a "Buyers products Snow Dogg plows" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes. There are several local vendors for this product	Attach This will not be evaluated Discount Offered: ____POR____%
7.14 Provide a "Buyers products Salt Dogg Spreaders" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will	Attach This will not be evaluated

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

need to be added as an addendum to this contract for all pricing changes. There are several local vendors for this product	Discount Offered: POR %
7.15 Quote installed one (1) Pro-Tech Aluminum Cross Box with gull wing doors and stainless steel T-latches for Ford F150 pickup	\$999.04
7.16 Quote installed one (1) Pro-Tech Aluminum Cross Box with gull wing doors and stainless steel T-latches for Ford F250-450 pickup	\$999.04
7.17 Quote installed one (1) Pro-Tech Aluminum Dump Bed with headboard, and roll tarp installed in a F250-450 with 6 3/4' box	\$14486.08
7.18 Quote installed one (1) Buyers Products "Dumperdog" Steel dump bed with headboard, and roll tarp installed in a F250-450 with 8' box	\$7776.16
7.19 Quote installed one (1) Buyers Products "Dumperdog" Steel dump bed with headboard, and roll tarp installed in a F250-450 with 6 3/4' box	\$7776.16
7.20 Quote installed one (1) Pro-Tech Aluminum Dump Bed with headboard, and roll tarp installed in a F250-450 with 8' box	\$14489.44
7.21 Quote installed one (1) Pro-Tech Aluminum Dump Bed with headboard, and roll tarp installed in a F250-450 with box removed, installed directly on the frame.	\$18969.44
7.22 Provide a "LEER TRUCK CAPS" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes. There are several local vendors for this product	Attach This will not be evaluated Discount Offered: POR %
8 TRUCK CAB CHASSIS UPFITTING:	
8.2 Toolboxes: The COS Standard is Aluminum Pro-Tech boxes	CPL
8.1.1 Toolboxes shall have weather tight doors with top hinge and drip molding above hinge.	CPL
8.1.2 Vertically opening doors shall have two gas struts and open a minimum of 150 degrees.	CPL
8.1.3 Doors shall have continuous stainless hinges with 1/8" stainless pin. Hinges and latches shall be installed with rivets or machine screws only.	CPL
8.1.4 Doors shall have stainless twist type lock, double striker, flush mount and all locks keyed alike	CPL
8.1.5 Full length shelf with 1" lip turned up in front. Locate shelf 6" from top of box.	CPL

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ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

8.1.6 Toolboxes shall be fabricated from 1/8" x 1.76 lb./sq.ft. 5052 H32 aluminum sheet.	CPL
8.1.7 Toolboxes shall include tapered rain gutters over the hinge.	CPL
8.1.8 All tool boxes shall be protected from any cargo shifting and jamming of the linkage while doors are shut.	CPL
8.3 Quote Frame Mounted 24"W x 20"D X 20"H	\$909.44
8.4 Quote Frame Mounted 30"W x 20"D X 20"H	\$940.80
8.5 Quote Frame Mounted 36"W x 20"D X 20"H	\$1036.00
8.6 Quote Frame Mounted 42"W x 20"D X 20"H	\$1103.20
8.7 Quote Frame Mounted 48"W x 20"D X 20"H	\$1187.20
8.8 Quote Deck Mounted 24"W x 20"D X 20"H	\$836.64
8.9 Quote Deck Mounted 30"W x 20"D X 20"H	\$873.60
8.10 Quote Deck Mounted 36"W x 20"D X 20"H	\$968.80
8.11 Quote Deck Mounted 42"W x 20"D X 20"H	\$1036.00
8.12 Quote Deck Mounted 48"W x 20"D X 20"H	\$1114.40
8.13 Quote to install "Line-X" (or Automotive Engineer Approved Equivalent) silver coating on the interior of a 24" W box	Armor-Thane \$296.80
8.14 Quote above (8.12) in a 30" W box	\$296.80
8.15 Quote above (8.12) in a 36" W box	\$296.80
8.16 Quote above (8.12) in a 42" W box	\$296.80
8.17 Quote above (8.12) in a 48" W box	\$296.80
SERVICE BODY: Service body installed similar to the "Reading" model 96 "Classic" with full width galvanized bumper, approximately 8" deep or Automotive Engineer approved equal.	Omaha Standard
a. All mounting hardware is required to be grade 8 minimum either zinc plated steel or stainless steel. Locking nuts are	CPL

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ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

required; Split "lock" washers are not acceptable.	
b. Furnish 60 dividers loose.	CPL
c. Paint body to match cab, all surfaces. Paint inside compartments silver/gray Line-X (or automotive engineer approved equivalent).	CPL per 8.26
d. Five (5) sets of keys for each body all locks keyed alike	CPL
e. DOT approved mud flaps shall be installed with anti-sail brackets	CPL

Approved Equal Service Bodies:

- a. Dakota body
- b. Reading
- c. Pacific
- d. Omaha
- e. Koneig
- f. Diamond
- g. Royal
- h. Knapheide
- i. IMT
- j. Monroe
- k. Stahl

8.18	State Manufactures body(ies) offered	Omaha w/light pkg. #1
8.19	Quote a standard service body installed on a 60" CA SRW cab chassis	\$ 15657.60
8.20	Quote a standard service body installed on a 60" CA DRW cab chassis	\$ 16576.00
8.21	Quote a standard service body installed on a 84" CA DRW cab chassis	\$ 19129.60
8.22	Quote a low profile service body installed on a 60" CA SRW cab chassis	\$ 15433.60
8.23	Quote a low profile service body installed on a 60" CA DRW cab chassis	\$ 16296.00
8.24	Quote a low profile service body installed on a 84" CA DRW cab chassis	\$ 18872.00
8.25	Quote Line-X (or automotive engineer approved equivalent) installed in the bed area of the service body,	\$ 812.00

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ITEMS REQUIRED

RESPONSE

Not Available = N/A
Comply = CPL

including the side walls, black in color.	
8.26 Quote Line-X (or automotive engineer approved equivalent) installed inside of all the compartments of the service body, color to be silver.	\$1674.40 Armor-Thane
8.27 Provide a complete product line price list of all options for the brand/s of body/s you offer with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes. There are several local vendors for this product	Attach This will not be evaluated Discount Offered: ___N/A___%
9 FLATBED: Note: The following bodies are to be installed on cab/chassis with dual or single rear wheels. 10,000 lb. GVWR and larger with lighting installed per section 2.2	CPL
SUBFRAME:	
9.1 All mounting hardware is required to be grade 8 minimum either zinc plated steel or stainless steel. Locking nuts are required; Split "lock" washers are not acceptable	CPL
9.2 Longitudinals shall be 6" x 3 lb/ft. 6061-aluminum channel full body length.	CPL
9.3 Cross members shall be 3" x 1.73 lb./ft. 6061-T6 aluminum channel interlaced through longitudinals on maximum 16" centers.	CPL
9.4 Omit cross members over wheel area to provide lowest bed height and clearance for tires and chains with 2,000 lb. load on deck.	CPL
9.5 Perimeter rail to be 4" x 2.16 lb./ft. 6061-T6 aluminum channel, flange outboard.	CPL
9.6 Cross members shall be butt welded to perimeter	CPL
FLATBED DECK:	
9.7 Deck shall be 1/4" x 3.9 lb./sq. 6061-T6 aluminum plate, sheared to fit.	CPL
9.8 All seams shall be welded full length and ground smooth.	CPL
9.9 Deck shall be warp-free, no oil can deformations.	CPL
9.10 Deck shall be sheared at rear to form 18" rear apron.	CPL

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ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

9.11 Apron perimeter shall be reinforced with 3" x 1.73 lb./ft. 6061-T6 aluminum	CPL
9.12 The apron shall be trapezoid sectioned. Apron shall include two (2) fully enclosed step pockets, exact location to be determined by the Automotive Engineer assigned to the project.	CPL
9.13 Distance from ground to deck shall be identical, both sides.	CPL
9.14 DOT approved mud flaps shall be installed with anti-sail brackets.	CPL
9.15 All lighting shall either recessed and protected by eyebrows or just recessed in .5" without eyebrows. Mounting style shall be determined by the Automotive Engineer assigned to the project.	CPL
HEADBOARD:	
9.16 Cab height plus 2" trapezoid section headboard and full width expanded mesh (Pro-Tech style mesh) window at cab window height.	CPL
9.17 Frame shall be 2" x 2" x .125" 6063 T52 aluminum.	CPL
9.18 Dash shall be 1/4", 3.9 lb./ sq. ft., 6061 T-6 aluminum.	CPL
9.19 Minimum, five (5) vertical supports are required	CPL

***Below flatbed prices include light package # 1

9.20 Quote pricing per specifications for the following length of flatbed approximately 96" Wide X 96" Long.	\$ 16668.00
9.21 Quote pricing per specifications for the following length of flatbed approximately 96" Wide X 120" Long.	\$ 16688.00
9.22 Quote pricing per specifications for the following length of flatbed approximately 96" Wide X 144" Long.	\$ 18032.00
9.23 Quote pricing for addition or subtraction per 12" of length.	per foot \$ 672.00
9.24 Quote four (4) evenly spaced stake pockets shall be tapered to accept 3" x 1.5" aluminum channel stakes.	\$ no/charge
9.25 Quote five (5) evenly spaced 1,000 lb. capacity "D" rings underbody, both sides.	\$ 616.00
9.26 Quote No. 1 fir sideboards and tailboard mounted to 3" x 1.5" aluminum channel stakes. Side board size is to be approximately 2" x 8". Sideboards shall have vertical angles at rear to accommodate tailboard.	\$ 504.00

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ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

9.27 Quote Curbside rear corner reinforced to accept crane rated at 1,500 lb. capacity.	\$896.00
10. LIGHT DUTY 2-3 CUBIC YARD DUMP BODIES	
10.1 One "Rugby" "Eliminator" series style dump body (or Automotive Engineer approved equal) with 12" high sides, installed on a configuration #13 cab chassis	CPL Rugby, includes high Package # 1
10.2 Color shall either match the chassis or grey. Color to be determined when ordered. See paint section #17	CPL
10.3 Pricing shall include all required lighting in section #2.2	CPL
10.4 The dump body shall incorporate the optional 8 gauge floor	CPL
10.5 The standard cab shield shall be the 1/4 option	CPL
10.6 The standard hoist shall be either Rugby HR-520 or Ventura VC416ED	CPL
10.7 The hydraulic system shall be designed as called out under the hydraulic specification in section #9	CPL per hydraulic section
10.8 All mounting hardware shall be grade 8 minimum either zinc plated steel or stainless steel. Locking nuts are required; Split "lock" washers are not acceptable.	CPL
10.9 DOT approved mud flaps shall be installed with anti-sail brackets	CPL
10.10 Quote price for dump body installed as called out in section #10 above for an eight (8) foot body.	\$18592.00
10.11 Quote price for dump body installed as called out in section #10 above for a nine (9) foot body.	\$18592.00
10.12 Quote price for dump body installed as called out in section #10 above for a ten (10) foot body.	\$18872.00
10.13 Quote price for dump body installed as called out in section #10 above for a ten (10) foot body	\$18872.00
10.14 Quote price for dump body installed as called out in section #10	\$19320.00

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ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

above for a eleven (11) foot body.	
10.15 Quote price for dump body installed as called out in section #10 above for a twelve (12) foot body.	\$19320.00
10.16 Quote price for manual pull tarp system.	\$1338.40
10.17 Quote price for tip down aluminum sides	\$2072.00
10.18 Quote price for two (2) material spreader doors incorporated into the tailgate. Doors shall be a rotating convex style door with a twelve (12) inch long handle and a minimum one (1) inch diameter round hand grip. Material doors shall be approximately 12 inches wide by 10 inches tall.	\$1288.00
11. LIFTGATES: The COS standard for lift-gates are "Tommy Gate"	CPL
11.1 Provide a "Tommy Gate" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes. There are several local vendors for this product	Attach Will not be evaluated Discount Offered: ____POR____%
12. TRAILER ELECTRICAL INTERFACE	
12.1 Trailer and Towing Vehicle Connectors for Vehicle Configuration #5,6,7,8,10,12,13,14,15 & 16	CPL
12.2. Each vehicle will have an SAE J560 and an ISO 3731 connector with designated auxiliary connections. The designated auxiliary connection schematics are included in attachment #1.	CPL
12.3. The "Wiring Standards for Fleet Services Vehicles" attachment #1 standards will be required	CPL
12.4. The truck and trailer electrical 7 pin plugs shall be wired according to the drawings in attachment #1.	CPL
12.5 The drawings show the plugs as viewed from the rear of the receptacle.	CPL

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ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

12.6. The battery charge wire for the trailer shall be wired to the #4 pin on the ISO 3731 receptacle	CPL
12.7 The electrical trailer brake signal wire shall be wired to the #7 wire of the J560 receptacle.	CPL
12.8 The charge circuit shall be protected with an ignition powered 20 Amp auto reset circuit breaker installed as closely to the battery as possible.	CPL
12.9. Some vehicles will come prewired from the factory with the fuse box supplying fused power for the trailer battery charged circuit. This is acceptable only if OEM installed.	CPL
12.10. Quote Installed on Vehicle Configuration #5, 6, 7, 8, 10, 12 & 13. (Typically the charging circuit is OEM fuse powered)	rear hitch not included \$628.80
12.11. Quote Installed on Vehicle Configuration #14, 15 & 16. This class in most cases will require a 20 AMP auto reset circuit breaker mounted as close to the battery as possible. The charging system will be ignition activated via a "Cole Hersee" # 24143 12V (or Automotive Engineer Approved Equal) constant duty isolation relay. See drawing included in attachment #1.	rear hitch not Included. \$980.00

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

13. WINCH: Warn Industrial Electric Winch is the COS standard	CPL
13.1. Quote a Warn 12,000 lb winch with hidden bumper kit, including 4 roller fairleads, installed on a Ford F250-550.	\$3875.20
13.2. Provide a "Warn Industrial Electric Winch" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes. There are several local vendors for this product	Attach This will not be eval Discount Offered: ____POR____%
14. WELDING PROCESS AND CONTROL:	
14.1 All welds shall meet AWS standards for structural steel joints.	CPL
14.2. Porosity, penetration leg and throat sizes, heat affected zone, and splatter clean-up will meet or exceed AWS requirements.	CPL
14.3. All rough edges are to be ground smooth before painting.	CPL
14.4. Dual shield welding process is preferred.	CPL
14.5. Welding inspection is required by the automotive engineer or a designated representative prior to delivery of the vehicle.	CPL
15. HYDRAULIC STANDARDS:	
15.1. Whenever possible "Chelsea™" (Parker) Hot Shift PTO model (sized for proper application) or Automotive Engineer approved equivalent shall be used to drive the hydraulic pump for the required functions.	CPL
15.2. "Parker™" hydraulic pump(s) (sized for proper application) or Automotive Engineer approved equivalent, shall supply hydraulic fluid at the proper pressure and volume to the entire system. The system shall be designed with flooded pump suction. Vendor must supply required specifications and have Automotive Engineer Approval prior to installation.	CPL
15.3. As part of the City of Seattle's green fleet policy the Hydraulic fluid will be Chevron "Clarity" AW ISO 46 biodegradable oil, Chevron P/N 230341. The system must be tested at full system pressure. No leakage is allowed. A reflective decal stating "Use Chevron Clarity AW-46 Biodegradable Hydraulic Oil Only" will be installed on hydraulic tank viewable by anyone adding fluid to the reservoir. Chevron "Clarity" AW-32 may be used with Automotive Engineer Approval. Type and size of	CPL

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

tag to be Automotive Engineer approved.	
15.4. All hydraulic hoses shall be rated for suction or pressure according to the particular application. "Parker" Super Tough Cover or Automotive Engineer approved equivalent shall be used in all abrasive applications. All lines shall be sized for full flow resulting in a maximum suction line velocity of 4 feet per second, a maximum pressure line velocity of 20 feet per second and a maximum return line velocity of 10 feet per second.	CPL
15.5. Hydraulic hose fittings shall be the crimp fittings recommended by the manufacturer of the hose used.	CPL
15.6. Adapters for the high pressure lines shall be SAE 37 degree flare, SAE o-ring or split flange. Pipe thread is to be avoided on the pressure side of the system. Teflon tape is not allowed in the hydraulic system. Automotive Engineer approval is required for any pipe thread usage.	CPL
15.7. The system shall be designed to avoid heat. If reservoir temperatures exceed 160 degrees Fahrenheit during normal operation on an 80 degree day, the vendor shall add an oil cooler.	CPL
16. Hydraulic Reservoir:	
16.1. The reservoir shall be fabricated from (<i>rule of thumb: steel min: 10 gal- 14 GA, 20 gal-12GA, 30 gal- 10 GA, 50 gal- 3/16"</i> ; <i>alum min: 10 gal- 1/8", 30 gal- 3/16", 50 gal- 1/4"</i>) GA minimum (mat'l: steel is our primary material, aluminum optional). The reservoir shall be fabricated using a minimum 1/4 inch overlapping seam construction. It shall be designed to prevent aeration and cavitation with all cylinders fully extended. The reservoir shall be mounted above the chassis frame and shall not interfere with any part of the chassis cab. Any deviation from this mounting must be Automotive Engineer Approved prior to installation. The following items are required:	CPL
16.2. A minimum 24 square inch clean-out cover.	CPL
16.3. A filler breather shall be incorporated into the cover. The filler breather shall have a filtered air vent and a basket screen. The filler shall be located as close to the center of the reservoir as possible and still be easily accessible.	CPL
16.4. Removable 100 mesh suction strainer rated for proper flow.	CPL
16.5. Sight gauge with built in temperature indicator, clearly visible from the ground.	CPL

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

16.6. A non-restrictive ball valve on the suction line between the suction strainer and the suction hose	CPL
16.7. A magnetic drain plug at the bottom of the reservoir. A magnetic removable rod may be used in conjunction with a standard drain plug in the bottom of the tank.	CPL
16.8. The tank shall be equipped with a minimum of one (1) center baffle. The baffle will allow oil to flow around the bottom corners and top. The suction and return ports will be on opposite sides of the baffle. Baffle welds are not to be ground.	CPL
16.9. The standard return line filter is to be a tank top; "Parker" immersed style sized properly for flow.	CPL
16.10. An alternative spin on style return filter may be used. The filter head shall be mounted on a dedicated mounting bracket and positioned in such a way that it is protected from damage but accessible for maintenance. Filters hanging off the tank via a pipe nipple are not acceptable. List price increase/deduction for a spin on style filtration system	CPL
16.11. The filtration rating shall be 10 micron nominal with a minimum flow rating of twice the pump flow. The filter outlet is to have a downcomer installed if necessary, so that oil is discharged into the tank below the oil level when all the cylinders are in the extended position. Filter restriction indication shall be provided. The gauge provided shall be located to be easily readable.	CPL
16.12. The reservoir shall be thoroughly cleaned to remove any weld slag or manufacturing debris. If a piston pump is specified the reservoir is to be sloshed with Randolph 912 Sloshing Compound or Automotive Engineer approved equivalent.	CPL
16.13. The reservoir shall be hydrostatically pressure tested at 3 to 5 PSI with no leaks to be allowed.	CPL
16.14. All mounting hardware shall be grade 5 minimum either zinc plated steel or stainless steel. Locking nuts are required; Split "lock" washers are not acceptable.	CPL
16.15. Quote price to build reservoir/s per reference drawing in attachment #4. 20 gallon steel	\$1316.00
16.16. Quote price to build reservoir/s per reference drawing in attachment #4. 20 gallon Aluminum	\$1652.00
16.17. Quote price to build reservoir/s per reference drawing in	\$1428.00

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

attachment #4. 30 gallon steel	
16.18. Quote price to build reservoir/s per reference drawing in attachment #4. 30 gallon Aluminum	\$1876.00
16.19. Quote price to build reservoir/s per reference drawing in attachment #4. 40 gallon steel	\$1428.00
16.20. Quote price to build reservoir/s per reference drawing in attachment #4. 40 gallon Aluminum	\$1876.00
16.21. Quote price to build reservoir/s per reference drawing in attachment #4. 50 gallon steel	\$1428.00
16.22. Quote price to build reservoir/s per reference drawing in attachment #4. 50 gallon Aluminum	\$1876.00
17. PAINT:	
17.1. The entire unit, including the undercarriage, shall be painted with 3 mils dry. of Sherwin Williams Prime-Shield Urethane Primer (or Automotive Engineer Approved Equivalent)	CPL
17.2. The entire unit, including the undercarriage, shall be painted with 3 mils dry Sherwin Williams Genesis LV Single stage Acrylic urethane (or Automotive Engineer Approved Equivalent)	CPL
17.3. Standard white is N0010, dump box color is to be gray number N0428, Parks color is N0105 Green, and other colors will be used.	CPL
17.4. The surface shall be prepped, cleaned and washed with industry standard cleaning solvent.	CPL
18. COMPLEX ELECTRICAL/HYDRAULIC SYSTEM SCHEMATIC REQUIREMENTS:	
18.1. At the discretion of the Automotive Engineer overseeing the project, electrical and/or hydraulic schematics may be required as follows.	CPL
18.2. Three (3) each, engineering schematic drawings of the electrical and/or hydraulic systems are required. The schematics shall be a minimum of 11 x 17 inches in size, easily readable and Mylar coated.	CPL
18.3 The electric schematic shall include:	CPL
18.4 SAE electric symbols shall be used to identify all components.	CPL
18.5 All interfaces between OEM wiring and added equipment shall be shown to include electrical pin positions as arranged in the interface connections	CPL

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

18.6 All wire color coding and/or wire numbers shall be displayed to indicate different circuits.	CPL
18.7 Electrical circuits may be shown individually as long as all circuits are included	CPL
18.8 When the hydraulic schematic are required they shall include when applicable: 18.9 ANSI or JIC fluid power graphical symbols for all components. 18.10 All major components, such as pumps, cylinders and motors, shall be identified with their function and size.	CPL

19 WARRANTY:

19.1 Proposer shall have a full time, complete local (within 50 mile radius of FAS shops located at 805 South Charles Street, Seattle, Washington 98134) parts and service facility offering factory authorized service and a parts supply adequate to perform complete warranty repairs.	CPL
19.2 Inspection of bidder's parts and service facility may be required before award of bid is made.	CPL
19.3 Manufacturer's standard warranty shall be a minimum of 12 months and commence the date equipment/vehicle is placed in service, not delivery date, as documented by the City of Seattle. State warranty offered.	CPL
19.4 Warranty service, extended warranty and recall work must be performed by seller or seller's service facility, who must accept responsibility for all transportation. Seller must respond to a call for warranty service within 24 hours. All costs of warranty repair and service shall be borne by the seller.	CPL
19.5 Minor warranty repairs than can be done in one (1) hour or less shall be performed by the City of Seattle FAS repair shop. In the event a covered repair will take more than one (1) hour, the City of Seattle FAS shop will call vendors assigned contact person for repair authorization or have the vendor pick up the truck for repairs. All warranty repairs completed by The City of Seattle FAS shop will be reimbursed by the vendor at the current shop rate of \$114.00 per hour for 2013, \$117.00 per hour for 2014. The City of Seattle FAS shop will only bill for actual time spent. There will be no minimum time charge on any repair. All warranty transportation will be provided by the winning vendor.	CPL
19.6 List the official warranty authorization representative.	CPL

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

20

VISITS AND PROJECT MANAGEMENT:

The bid price submitted shall include:

20.1. The unit may be inspected at any time during construction by the Automotive Engineer.	CPL
20.2 All end-user (operator) visits shall be scheduled thru the Automotive Engineer	CPL
20.3 Unscheduled visits by the end-user shall be discouraged	CPL
20.4 Any and all changes, clarifications or change orders must be authorized by the Automotive Engineer in writing.	CPL
20.5 The vendor shall have the capability to send digital images. These digital images will be used via E-Mail for up-fitting clarifications and/or authorizations by the Automotive Engineer assigned to the project	CPL
21 GENERAL REQUIREMENTS:	
21.1. All equipment and components necessary for operation and normally supplied shall be furnished, even if not called out in the specifications.	CPL
21.2. Vendor shall provide all shuttling of vehicles/chassis within 48 hours from notification by the Automotive Engineer assigned to the project	CPL
21.3. All equipment shall have full dealer preparation and be ready for service when delivered.	CPL
21.4. Four (4) complete sets of keys for all locks shall be provided with the unit (Not to include City of Seattle supplied equipment)	CPL
21.5. A spare filter set shall be supplied with the completed unit. The set shall consist of all filter elements required for all filters installed. (If applicable)	CPL
21.6 Vendor decals if applied shall be no larger than 4" x 6" in size and there shall be no more than 2. All Mud flap logos are acceptable.	CPL
21.7 Equipment shall be delivered to(Unless stated otherwise on the purchase order): FAS Shops 805 South Charles Street Seattle, WA 98134 Attn: SUPPORT SHOP SOS Phone: 206-386-1156	CPL
21.8 Upon arrival the vehicle will be inspected for completeness.	CPL

pg. 27

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

functionality and compliance with these specifications. All problem items will be repaired by the vendor, at the vendor's expense, prior to vehicle acceptance and invoice payment issuance.	
21.9 The City of Seattle has entered into Inter-local Agreements with other governmental agencies pursuant to RCW 39.34, in lieu of those agencies conducting a separate competitive proposal Does Vendor agree to provide this product or service to such agencies?	Yes: <u>XX</u> No: <u> </u>
22 Product Supportability:	
22.1. This contract shall extend to repair parts and service. State the location and distance to the closest parts and service facility from 805 South Charles Street.	NTE 14919 40 th Ave. NE Marysville, WA 98271
22.2. State the approximate value of parts inventory carried for the offered product at this facility.	\$200,000.00 approx.
22.3. State the current labor rate at your service facility.	<u>\$12.500</u> <u> </u> HR
22.4. State the operating hours of your service facility	M-F. 6 am- 4:30pm Sat: <u>closed</u> Sun: <u>closed</u>
22.5. State any additional details on how you intend to support your product proposed.	Work with suppliers to improve Product availability
22.6. What are your parts order desk hours all business days except for City Holidays?	M-F: <u>7:30-4:30</u> Sat: <u> </u> Sun: <u> </u>
22.7. Can you deliver stock parts to City shops same day or within 1 day after City's initial call?	Yes: <u>x</u> No: <u> </u> deliver?)

**** IMPORTANT ****

The manufacturer's local representative must print the representative's firm name, address, phone number and the VIN number on all written warranty statements and/or manuals. VIN numbers furnished must match the respective item numbers on the contracts. Additionally, all such warranty instruments must be complete with all manufacturer/dealer responses contained therein (typewritten or neatly printed in ink, no exceptions) before acceptance of the vehicle/equipment will be made.

1. The above prices include and cover all duties, handling and transportation charges, and all charges incidental to the requested work excluding Sales Tax or Use Tax. Offer shall agree to all the original City contract terms and conditions without exception.
2. Do not attach alternative boilerplate. Any such exceptions can invalidate your Offer and the Buyer can reject your Bid.
3. If you make an error in typing your prices or any corrections to your Offer Submittal, you may mark it in ink and initial the correction. If it is not marked in ink and or it is not initialed, the Buyer may reject your bid. Do not use whiteout.
4. Price Changes in future contract years shall be in accordance with the specifications. Whole sale and mark-up discount rates will not change through the life of the contract. Other price changes are restricted to the specifications stated in the solicitation and the contract.
5. Prompt Payment Discount: none % days. Note: Prompt payment discount periods equal to (or greater than) 10 calendar days will receive consideration and bid pricing will be reduced for evaluation by the amount of that discount.
6. **Interlocal Agreement:** The City of Seattle has entered into Interlocal Agreements with other governmental agencies pursuant to RCW 39.34, in lieu of those agencies conducting a separate competitive bid. Does Vendor agree to provide this product or service to such agencies?
Yes: x No:

Full Legal Name of Company: Northend Truck Equipment, Inc.

SIGNATURE: James O'Brien

Print Name: James O'Brien

Date: 10/06/2013



CITY OF SEATTLE INVOICE ADDRESS GUIDE

Revised: September 12, 2018

NOTE: Please send INVOICES to Mailing Address of Accounts Payable Section of the Ordering Department.

DEPARTMENT	ACCOUNTS PAYABLE CONTACT	ACCOUNTS PAYABLE MAILING	EMAIL	PHONE/FAX
Arts & Cultural Affairs, Office of	Sheila Moss	PO Box 94748 Seattle WA 98124-4748	sheila.moss@seattle.gov	206-233-7016 Phone 206-684-7172 Fax
City Auditor, Office of	Rhonda Lyon	PO Box 94729 Seattle, WA 98124-4729	rhonda.lyon@seattle.gov	206-733-9236 Phone
City Light	Lisa Shelton	PO Box 34023 Seattle, WA 98124-4023	lisa.shelton@seattle.gov	206-684-3563 Phone
Civil Rights, Seattle Office for	Latrice Ybarra	810 3 rd Ave Ste 750 Seattle, WA 98104-1627	latrice.ybarra@seattle.gov	206-684-4539 Phone 206-684-0332 Fax
Economic Development, Office of	Suching Luu	PO Box 94708 Seattle, WA 98124-4708	suching.luu@seattle.gov	206-684-7391 Phone 206-684-0379 Fax
Education and Early Learning, Dept. of	Nga Nguyen David Liang Christian Phillips	PO Box 94665 Seattle, WA 98124-6965	nga.nguyen@seattle.gov david.liang@seattle.gov christian.phillips@seattle.gov	206-615-0580 Nga's Phone 206-233-2686 David's Phone 206-684-5760 Christian's Phone
Ethics & Elections Commission	Jenna Smith Rene LeBeau	PO Box 94729 Seattle, WA 98124-4729	jenna.smith@seattle.gov rene.lebeau@seattle.gov	206-684-7703 Jenna's Phone 206-615-0091 Rene's Phone
Finance & Administrative Services, Dept	Sarah Chase	PO Box 94669 Seattle, WA 98124-4669	sarah.chase@seattle.gov	206-684-0333 Phone
Fire Department	Vuen Pahn	301 2 nd Ave S Seattle, WA 98104-2618	vuen.pahn@seattle.gov	206-386-1442 Phone 206-386-1412 Fax
Fleets & Facilities	Sarah Chase	PO Box 94669 Seattle, WA 98124-4669	sarah.chase@seattle.gov	206-684-0333 Phone
Hearing Examiner, Office of	Michele D'Alessandro	PO Box 94729 Seattle, WA 98124-4729	michele.dalessandro@seattle.gov	206-615-1570 Phone 206-684-0536 Fax
Housing, Office of	Blanche Carvalho	PO Box 94725 Seattle, WA 98124-4725	blanche.carvalho@seattle.gov	206-684-5524 Phone 206-233-7117 Fax
Human Services	Josie Limos	PO Box 34215 Seattle, WA 98124-4215	josie.limos@seattle.gov	206-684-0307 Phone 206-621-5021 Fax
Information Technology, Dept. of	Jessica Nasa	PO Box 94709 Seattle, WA 98124-4709	jessica.nasa@seattle.gov	206-684-0482 206-684-0911 Fax
Law	Jani Bryant	PO Box 94769 Seattle, WA 98124-4769	jani.bryant@seattle.gov	206-233-0095 Phone 206-684-8284 Fax
Legislative	Maria Rosas	PO Box 94728 Seattle, WA 98124-4728	maria.rosas@seattle.gov	206-684-8144 Phone 206-386-9025 Fax
Library, Seattle Public	Josie Williams	1000 4 th Ave Seattle, WA 98104-1109	josie.williams@spl.org	206-386-4117 Phone 206-386-4108 Fax
Municipal Court of Seattle	Terri (Theresa) Flores	PO Box 34987 Seattle, WA 98124-4987	theresa.flores@seattle.gov	206-684-5659 Phone 206-733-9357 Fax
Neighborhoods, Dept. of	Anna Tang Christian Phillips	PO Box 94649 Seattle, WA 98124-4649	anna.tang@seattle.gov christian.phillips@seattle.gov	206-684-8846 Anna's Phone 206-684-5760 Christian's Phone 206-233-5142 Fax
Parks & Recreation	Rose Lu Ivy Lo	100 Dexter Ave N Seattle, WA 98109	rose.lu@seattle.gov ivy.lo@seattle.gov	206-733-9129 Rose's Phone 206-684-7357 Ivy's Phone 206-684-7285 Fax
Seattle Dept. of Human Resources (SDHR)	Anita Perry	PO Box 34028 Seattle, WA 98124-4028	anita.perry@seattle.gov	206-684-7854 Phone 206-470-6885 Fax
Planning & Community Development, Office of	Jeanette Martin	PO Box 94788 Seattle, WA 98124-7088	jeanette.martin@seattle.gov	206-615-1746 Phone 206-733-9070 Fax
Police	Nitaya Kambhiranond	PO Box 34986 Seattle, WA 98124-4986	nitaya.kambhiranond@seattle.gov	206-684-8779 Phone 206-233-7207 Fax

**** See page 2 for additional departments ****

DEPARTMENT	ACCOUNTS PAYABLE CONTACT	ACCOUNTS PAYABLE MAILING	EMAIL	PHONE/FAX
Police Pension	Stephanie Coleman Janice Brandes	PO Box 94729 Seattle, WA 98124-4729	stephanie.coleman@seattle.gov janice.brandes@seattle.gov	206-386-1287 Stephanie's Phone 206-386-1286 Janice's Phone 206-386-9075 Fax
Civil Service Commission and Public Safety Civil Service Commission	Jennifer Greenlee Teresa Jacobs	PO Box 94729 Seattle, WA 98124-4729	jennifer.greenlee@seattle.gov teresa.jacobs@seattle.gov	206-233-7118 Jennifer's Phone 206-386-1301 Teresa's Phone 206-684-0755 Fax
Retirement System	Michiko Togashi	720 3 rd Ave, Ste 900 Seattle, WA 98104-1829	michiko.togashi@seattle.gov	206-615-14440 Phone 206-386-1506 Fax
Seattle Center	Vincent DiGianni	305 Harrison Seattle, WA 98109	vincent.digianni@seattle.gov	206-684-7145 Phone 206-615-0327 Fax
SDCI – Seattle Department of Construction & Inspections	Aiko Carlson Sue Lei	PO Box 34019 Seattle, WA 98124-4019	sdci_accounts_payable@seattle.gov	206-615-1701 Aiko's Phone 206-233-7918 Sue's Phone 206-386-0095 Fax
Seattle Public Utilities	Sharon Gill	PO Box 34018 Seattle, WA 98124-4018	sharon.gill@seattle.gov spuacctspayable@seattle.gov	206-233-7169 Phone 206-386-4033 Fax
Transportation, Seattle Dept. of	Lena Takemoto	PO Box 34996 Seattle, WA 98124-4996	lena.takemoto@seattle.gov sdotap@seattle.gov	206-615-1285 Phone 206-233-3887 Fax



City of Seattle
CITY PURCHASING
700 – Fifth Avenue., Suite 4112
PO Box 94687
Seattle, WA 98124-4687

BLANKET CONTRACT

Blanket Contract # 0000003205		Date 4/8/15	Change Order # 2
Payment Terms Net 30	Freight Terms Prepaid & Allowed FOB: DESTINATION		
Buyer: Laura Park	FAX: 206-233-5155	Phone: 206-684-0445	

Vendor #0000033711
NORTHEND TRUCK EQUIPMENT INC
14919 40th AVE NE
MARYSVILLE, WA 98271

Contact: Jim O'Brien
Phone #: 206-953-8124
Fax# 360-653-0100
E-mail jimob@northendtruck.com

Ship To:

SEE BELOW

Bill To:

SEE BELOW

NORTHEND TRUCK EQUIPMENT INC is awarded a contract for providing the City of Seattle, FAS, Fleets Department with auxiliary equipment for installing on City of Seattle supplied vehicles, as a result of ITB FAS-82013 conducted by the City. See Attachment #1 (Specifications), Attachment #2 (Terms and Conditions).

Contract term is from 12/18/13 to 11/30/2018, with the option to extend for an additional three years. Change Order #1, issued to add Auxiliary Vehicle Equipment instructions, these instructions are mandatory per Attachment A, also to add Attachment B, which includes optional flatbed prices, optional plow options and optional sander prices per ITB-FAS82013.

Change Order #2: To update order limits and Approval Authority on Attachment A of contract.

Orders shall be placed by the CITY DEPARTMENTS. Invoices shall be mailed in duplicate to the CITY DEPARTMENT, Accounts Payable, per attached list. Each invoice shall indicate contract #0000003205.

The City of Seattle does not guarantee utilization of this contract. The City of Seattle may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the City of Seattle.

Authorized Signature/Date

Laura Park 4/8/15

Attachment A
Vendor Contract #0000003205
12/30/2013 – 11/30/2018

Northend Truck Equipment Inc.
14919 40th Avenue NE
Marysville, WA 98271

Contact: Jim O'Brien
Phone: 206-953-8124
Fax: 206-653-0100
E-mail: jimob@northendtruck.com

AUXILIARY VEHICLE EQUIPMENT

Pricing, installed, per Attachment #1.

All delivery orders for the Fleet Management Division must be signed by a Sr. Automotive Engineer or the Operations Manager.

Warranty: Manufacturer's standard warranty shall be a minimum of 12 months and commence the date equipment/vehicle is placed in service, not delivery dates, as documented by the City of Seattle. All warranty documentation shall be delivered with each vehicle.

Warranty service, extended warranty and recall work must be performed by seller or seller's service facility, who must accept responsibility for all transportation. Vendor must respond to a call for warranty service within 24 hours. All costs of the warranty repair and service shall be born by the vendor.

For more warranty information see section 19.1.
For Fleet Management Division coordinate pick-up and delivery with the Support Shop Supervisor, available at 206-386-1156 and 206-386-1162.

This contract is expanded to include any similar or related items and the City of Seattle, Department may order any similar or related items, provided that similar items are normally furnished by the vendor, and the vendor agrees to provide the similar items using the same pricing structure as the items being covered by this contract.

All orders are limited to \$55,000.00 per vehicle, including tax.. The City of Seattle will not authorize payment for any order exceeding \$55,000.00 without prior approval from the Fleet Management Division Director.

Payment Terms:	Net 30
FOB:	Destination
Freight:	Prepaid & allowed
Pricing firm:	Per ITB-FAS82013



City of Seattle
CITY PURCHASING
700 – Fifth Avenue., Suite 4112
PO Box 94687
Seattle, WA 98124-4687

BLANKET CONTRACT

Blanket Contract # 0000003205	Date 12/30/13	Change Order # 1
Payment Terms Net 30	Freight Terms Prepaid & Allowed FOB: DESTINATION	
Buyer: Laura Park	FAX: 206-233-5155	Phone: 206-684-0445

Vendor #0000033711
NORTHEND TRUCK EQUIPMENT INC
14919 40th AVE NE
MARYSVILLE, WA 98271

Contact: Jim O'Brien
Phone #: 206-953-8124
Fax# 360-653-0100
E-mail jimob@northendtruck.com

Ship To:

SEE BELOW

Bill To:

SEE BELOW

NORTHEND TRUCK EQUIPMENT INC is awarded a contract for providing the City of Seattle, FAS, Fleets Department with auxiliary equipment for installing on City of Seattle supplied vehicles, as a result of ITB FAS-82013 conducted by the City. See Attachment #1 (Specifications), Attachment #2 (Terms and Conditions).

Contract term is from 12/18/13 to 1/30/2018, with the option to extend for an additional three years. Change Order #1, issued to add Auxiliary Vehicle Equipment instructions, these instructions are mandatory per Attachment A, also to add Attachment B, which includes optional flatbed prices, optional plow options and optional sander prices per ITB-FAS82013.

Orders shall be placed by the CITY DEPARTMENTS. Invoices shall be mailed in duplicate to the CITY DEPARTMENT, Accounts Payable, per attached list. Each invoice shall indicate contract #0000003205.

The City of Seattle does not guarantee utilization of this contract. The City of Seattle may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the City of Seattle.

Authorized Signature/Date

12/31/2013

Attachment A
Vendor Contract #0000003205
12/30/2013 – 11/30/2018

Northend Truck Equipment Inc.
14919 40th Avenue NE
Marysville, WA 98271

Contact: Jim O'Brien
Phone: 206-953-8124
Fax: 206-653-0100
E-mail: jimob@northendtruck.com

AUXILIARY VEHICLE EQUIPMENT

Pricing, installed, per Attachment #1.

All delivery orders for Fleets and Facilities must be signed by Chris Wiley, Sam Houghtaling, Guy Noren, or Mike Tarabochia.

Warranty: Manufacturer's standard warranty shall be a minimum of 12 months and commence the date equipment/vehicle is placed in service, not delivery dates, as documented by the City of Seattle.

All warranty documentation shall be delivered with each vehicle.

Warranty service, extended warranty and recall work must be performed by seller or seller's service facility, who must accept responsibility for all transportation. Vendor must respond to a call for warranty service within 24 hours. All costs of the warranty repair and service shall be born by the vendor.

For more warranty information see section 19.1.

For Fleets and Facilities coordinate pick-up and delivery with the following, Curtis Ko at 206-386-1156 or Johnathon Blunt at 206-386-1162.

This contract is expanded to include any similar or related items and the City of Seattle, Department may order any similar or related items, provided that similar items are normally furnished by the vendor, and the vendor agrees to provide the similar items using the same pricing structure as the items being covered by this contract.

All orders are limited to \$49,500.00 each. The City of Seattle will not authorize payment for any order exceeding that amount without prior approval by the buyer, Laura Park, 206-684-0445.

Payment Terms:	Net 30
FOB:	Destination
Freight:	Prepaid & allowed
Pricing firm:	Per ITB-FAS82013

ITB-FAS-82013, Attachment # 1 Optional Flatbed Prices

STRUCTURAL FLATBEDS	PRICE:	\$ 275.00 FT.
2' FLATBED INCREMENTS ONLY - MIN. 10'		
Split Lumber Sections	\$945.00	108 FT
DIAMOND PLATE OVERLAY		\$97.50
SMOOTH STEEL OVERLAY		40.00 EA.
EXTRA CROSSMEMBERS		21.00 EA.
GUSSETS PER CROSSMEMBERS		97.50 FT
3/16" SMOOTH STEEL DECKING		120 FT
3/8" TREADPLATE DECKING		22.00 SQ. FT.
SIDES: CONTRACTORS SIDES USING - 2" X 12" BOARDS - SINGLE HIGH		19.00 SQ.FT
DOUBLE HIGH		
LANDSCAPERS SIDES - 3/4" PLYWOOD - PERMENENT	17.00 SQ.FT.	
FORMED STEEL SIDES - PERMENENT - <u>2' INCREMENTS ONLY</u>	26.50 SQ. FT.	
REMOVABLE SIDES IN LIEU OF PERMENENT - PER SECTION (2 POSTS PER SEC)	68.25 PER SEC.	
EXTRA TAPERED STAKE PER SECTION	51.50 PER SEC.	
STEEL SWING REAR GATES - PERMENENT CORNER POSTS	\$925.00	
WOOD SLATTED STAKES	\$ 15.75 SQ. FT.	
STEEL SLATTED STAKES	\$21.50 SQ. FT.	
REMOVABLE CORNER POSTS	\$585.00	
DOUBLE POST RACKS W/ STORAGE POCKETS	\$625.00	
	<u>INSTALLED</u>	
	\$480.50	
	\$515.25	
	\$558.88	
	\$613.50	
	\$740.63	
TOOL BOXES:		
WHITE STEEL		
<u>JO-BOX</u>		
24" X 18" X 18"		
30" X 18" X 18"		
36" X 18" X 18"		
48" X 18" X 18"		
60" X 18" X 18"		
<u>ALUMINUM UNDERBODY TOOL BOXES - PROTECH</u>	ADD \$ 175.00 TO STEEL PRICE	
HITCHES: 2" RECEIVER - FRAME MOUNTED - STATIONARY BED		\$435.00
2" RECEIVER - FRAME MOUNTED - DUMPING		\$565.00
PINTLE HOOK COMBO - FRAME MOUNTED - STATIONARY		\$465.00
GOOSENECK - 2 5/16" FOLD DOWN BALL		\$950.00
* ELECTRIC BRAKE CONTROLLER - FORD F350 TO F550 <u>ONLY</u>	* \$ 305.00	
ELECTRIC BRAKE CONTROLLER - all - others	* \$ 365.00	\$400
* ADD CONVERTOR FOR HD CIRCUIT TLC X1 - Mitsubishi - UD Hino		\$440.00
PAINT - FLATBED WHITE		\$110.00
TAPERED HEADBOARD		\$500.00
TAPERED REAR APRON (FORMED) W/ SEAL BEAM LIGHTS W/O REAR STAKE POCKETS		\$605.00
<u>WITH REAR POCKETS</u>		\$55.00
WINCHES FOR 4" WIDE STRAPS W/ OPPOSITE SIDE HOOKS - \$55.00 USER		\$ 38.0 EA.
STRAPS - 4" WIDE X 27' LONG W/ DELTA EYE ONE END		\$ 38.50 EA.
SLIDER WINCHES - ONLY		\$ 21.35 PER FT.
SLIDING TRACKING FOR SLIDER WINCHES		\$ 160.00 EA.
CENTER TIE DOWNS - SPLIT LUMBER W/ WOOD FLOOR		\$ 125.00 EA.
CENTER TIE DOWNS - SPLIT LUMBER W/ ALL STEEL FLOOR		
SWIVEL "D" RING TIE DOWN IN BED	WOOD FLOOR \$ 120.00 EA. STEEL DECK \$ 115.00	\$145.00
BACK UP ALARM		
LED CLEARANCE LIGHTS Add \$ 135.00 LED CLEARANCE & DIRECTIONAL Add \$ 275.00 incandescent BU		
LED Back Up Lights 4" round only Add \$ 200.00		
HOISTS INSTALLED:		
415DH - SE	\$2,966.25	415DH - DE \$3,186.25
515 DH-SE	\$3,130.00	515 DH - DE \$3,348.75
519DH - SE	\$3,130.00	519DH - DE \$3,348.75
520DH - SE	\$3,280.00	520DH - DE \$3,471.25
PTO W/ CABLE SHIFT 625 DH	\$4,740.00	\$5,116.25 LR2066 \$6,784.84
		LR2866 \$7,237.18
Dodge Chassis Add \$ 200.00		
Air Shift in Lieu of Cable Add \$ 475.00 - AUTO ALLISON TRANS. GM - Ford - Add \$ 1,700 - IH Add \$ 1,375		
ISUZU NOT INCLUDED - PRICE ON REQUEST - PER TRANSMISSION		
NEW POWER PACK FOR ELECTRIC \$ 975.00 LOAD OUT --- INSTALL CHANGE OUT APROX. \$ 1,200.00		
Air Shift in Lieu of Cable Add \$ 475.00		
<u>LIFTGATES - AT TIME OF ORDERING W/ NEW NTE BED - ONLY</u>		
WALTCO CW15 W/ CAB SHUT OFF/ RUBBER DOCK PADS	32"x 84" Wedge	\$4,131.00
WALTCO CW20 W/ CAB SHUT OFF/ RUBBER DOCK PADS	32"x 84" Wedge	\$4,378.50
WALTCO EW25 W/ CAB SHUT OFF/ RUBBER DOCK PADS	46"x 84" Wedge	\$4,878.50
WALTCO MDR16 36" X 89" + 6" R	1,600 LBS.	\$4,533.75
WALTCO MDR 20 36" X 89" + 6" R	2,000 LBS.	\$4,835.00

Attachment B

ITB-FAS-82013, Attachment # 2, Optional Plow Options			
	MODELS	RETAIL PRICE INSTALLED	GOVT. PRICE INSTALLED
POWER "V" BLADES W/O SHOES			
7' 6" POWER V W/ RT3 SMARTHITCH2		\$ 6,595.74	\$ 6,132.54
NEW 7' 6" V XT PLOW			
8' 2" POWER V W/ RT3 SMARTHITCH2		\$ 6,773.55	\$ 6,298.25
8' 2" POWER V - XT W/ RT3 SMARTHITCH2	XT	\$ 7,271.36	\$ 6,747.50
8' 2" POWER - POLY - V XT W/ RT3 SMART HITCH 2	XT	\$ 7,561.83	\$ 7,009.73
9' 2" POWER V W/ RT3 SMARTHITCH2		\$ 7,059.76	\$ 6,561.37
9' 2" POWER V XT W/ RT3 SMART HITCH 2	XT	\$ 7,498.16	\$ 6,956.26
9' 2" POWER POLY V - XT W/ RT3 SMARTHITCH2	XT	\$ 7,694.24	\$ 7,133.54
10' 0" POWER V W/ RT3 SMARTHITCH2		\$ 9,008.56	\$ 8,348.20
NO POLY BLADES OR SMART CYL. AVAILABLE			
NEW 10' POWER V DXT PLOW			
NEW ALL XT MODELS ARE PRICED WITH SMARTLOCK CYLINDERS			PRICE
SMART LOCK FOR BACKBLADING WHEN WITH ORDER ONLY		\$237.50	\$237.50
SPORT DUTY SNOW PLOWS - FULL TRIP W/O SHOES			
7' 0" SPORT DUTY POLY STR PLOW W/ RT3 (SMARTHITCH 2 OPT)		RETAIL PRICE	
		\$ 5,044.04	
7' 6" SPORT DUTY POLY STR. PLOW W/ RT3 (SMARTHITCH OPT)		\$ 5,158.33	
ADD SMARTHITCH 2 OPTION		ADD	\$ 254.42
ADD SHOES PART # MSC09588		ADD	
STRAIGHT BLADES - FULL TRIP			
7' 6" STD. DUTY PLOW W/ RT3 (SMARTHITCH2 INCLUDED)		RETAIL PRICE	GOVT. PRICE
		\$ 5,488.69	\$ 5,095.79
7' 6" POLY STD. DUTY PLOW W/ RT3 (SMARTHITCH2 INCLUDED)		\$ 5,787.88	\$ 5,370.02
7' 6" SUPER DUTY PLOW W/ RT3 SMARTHITCH2		\$ 5,845.54	\$ 5,435.73
8' 0" SUPER DUTY PLOW W/ RT3 SMARTHITCH2		\$ 5,981.48	\$ 5,559.54
8' 0" POLY SUPER DUTY PLOW W/ RT3 SMARTHITCH2		\$ 6,207.50	\$ 5,764.91
8' 6" SUPER DUTY PLOW W/ RT3 SMARTHITCH2		\$ 6,044.15	\$ 5,617.73
9' 0" SUPER DUTY PLOW W/ RT3 SMARTHITCH2		\$ 6,188.79	\$ 5,749.69
10' 0" SUPER DUTY PLOW W/ RT3 (SMARTHITCH2 INCLUDED)		\$ 7,903.70	\$ 7,350.73
STRAIGHT BLADES - TRIP EDGE W/O CUTTING EDGE - shoes included			
7' 6" TRIP EDGE SUPER DUTY PLOW W/ RT3 SMARTHITCH2		RETAIL PRICE	GOVT. PRICE
		\$ 6,180.91	\$ 5,750.04
8' 0" TRIP EDGE SUPER DUTY PLOW W/ RT3 SMARTHITCH2		\$ 6,285.61	\$ 5,846.47
9' 0" TRIP EDGE SUPER DUTY PLOW W/ RT3 SMARTHITCH2		\$ 6,575.46	\$ 6,109.69
UTV SXS PLOWS			
6'0" STRAIGHT BLADE - POLY		\$ 3,542.50	\$ 3,404.50
6'6" UTV POWER-VXT STEEL BLADE		\$ 4,117.50	\$ 3,832.00
ADD FOR STRAIGHT BLADE PLOW SHOES MSC09588 X \$ 90.00			
ADD FOR V-BLADE PLOW SHOES MSC01570 X3 \$ 114.00			
SKID STEER SNOW PLOWS - W/O CUTTING EDGES - NOT ASSEMBLED			
7' 6" STEEL W/ UNIVERSAL TOOL CARRIER ATTACHMENT SYSTEM		RETAIL PRICE	
		\$ 3,353.33	
8' 0" STEEL W/ UNIVERSAL TOOL CARRIER ATTACHMENT SYSTEM		\$ 4,209.84	
9' 0" STEEL W/ UNIVERSAL TOOL CARRIER ATTACHMENT SYSTEM		\$ 3,756.81	
SEE OPTIONS TO ADD CUTTING EDGES			
OPTIONS EXTRA: AT TIME OF ORDERING ONLY			
STEEL CUTTING EDGE FOR TRIP EDGE PLOW -		7' 6" \$	158.00
WHICH IS NOT INCLUDED WITH ABOVE PLOW PRICES		8' \$	166.25
		9' \$	179.00
PLOW SHOES FOR TRIP EDGE (INCLUDED IN ABOVE PRICE)		ONE PAIR \$	108.50
MSC01565 SNOW DEFLECTOR - Rubber		\$	218.49
STB03395/STB03394 CURB GUARDS - BOTH SIDES - FOR STR. BLADES		\$	223.35
BAR00498 / BAL00898 CURB GUARDS - BOTH SIDES - FOR V BLADES		\$	232.05
PRICE SHEET - GOOD FOR EXACT YEAR, MAKE, MODEL KITS - NOT UNIVERSAL KIT			
ADD FOR UNIVERSAL MOUNTING - APPROX. \$ 695.00			
TAILGATE SPREADERS			
MODEL - DESIGNED FOR SALT ONLY		PRICES ARE NOT INSTALLED	
TGS 600 - 6 CU.FT. W/ SLIDE-IN ATTACHMENT			\$1,872.49
TGS 1100 -11 CU.FT. W/ SLIDE-IN ATTACHMENT			\$2,085.40
MODEL - DESIGNED FOR SAND AND SALT			
TGS 800 - 8 CU.FT W/ SLIDE - IN ATTACHMENT			\$3,025.00

NORTHEND TRUCK EQUIPMENT, INC.

14919 40th Ave. NE

Marysville, WA 98271

Ph: 360-653-6066 FAX: 360-653-0100

1-800-653-6066

ITB-FAS-82013, Attachment # 3, optional sander prices.

1. 8' 2/3 yard V-Hopper, # MD 3850 MS = \$6,084.00
2. 9' 2/3 yard V-Hopper, # MD 3850 MS = \$6,131.00
3. 10' 2/3 yard V-Hopper, # MD 3850 MS = \$6,178.00
4. 8' 2/3 yard V-Hopper, # MD 3850 SS = \$7,093.00
5. 9' 2/3 yard V-Hopper, # MD 3850 SS = \$7,299.00
6. 10' 2/3 yard V-Hopper, # MD 3850 SS = \$7,500.00
7. 8' 1.8 yard V-Hopper, # PV 3250 MS = \$5,325.00
8. 8' 1.8 yard V-Hopper, # PV 3250 SS = \$6,220.00
9. 8' Poly Hawk Sander with Honda Engine = \$8,848.00
10. 8' Poly Hawk Sander with Briggs Engine = \$8,637.00
11. 8' Poly Hawk Sander with Hydraulic Drive = \$7,949.00

Optional Prices for MD series.

- Deduct for Customer installed (battery and mounting kit are deleted as well) = < \$1,330.00 >
**Not installed sanders include delivery to destination.
- 3/8" rod top screens = \$ 474.00
- Mounting kit (4) chain binder with chains = \$150.00
- 11 HP Honda engine I.L.O. Briggs = \$480.00
- Hydraulic drive motors I.L.O. engine driven. Deduct = < \$ 478.00 >
- Standard length spinner assembly I.L.O. extended. Deduct = < \$55.00 >
- 44" tall hopper I.L.O. 38" for mild steel (MS) Add = \$324.00
- 44" tall hopper I.L.O. 38" for stainless steel (SS) Add = \$624.00

PV Options:

- Deduct for Customer installed (battery and mounting kit are deleted as well) = < \$1,330.00 >
**Not installed sanders include delivery to destination.
- 3/8" rod top screens = \$474.00
- Mounting kit (4) chain binder with chains = \$150.00
- 11 HP Honda engine I.L.O. Briggs = \$480.00
- Inverted "V" = \$125.00



City of Seattle
CITY PURCHASING
700 – Fifth Avenue., Suite 4112
PO Box 94687
Seattle, WA 98124-4687

BLANKET CONTRACT

Blanket Contract # 0000003205		Date 12/18/13	Change Order #
Payment Terms Net 30	Freight Terms Prepaid & Allowed FOB: DESTINATION		
Buyer: Laura Park	FAX: 206-233-5155	Phone: 206-684-0445	

Vendor #0000033711
NORTHEND TRUCK EQUIPMENT INC
14919 40th AVE NE
MARYSVILLE, WA 98271

Contact: Jim O'Brien
Phone #: 206-953-8124
Fax# 360-653-0100
E-mail jjimob@northendtruck.com

Ship To:

SEE BELOW

Bill To:

SEE BELOW

NORTHEND TRUCK EQUIPMENT INC is awarded a contract for providing the City of Seattle, FAS, Fleets Department with auxiliary equipment for installing on City of Seattle supplied vehicles, as a result of ITB FAS-82013 conducted by the City. See Attachment #1 (Specifications), Attachment #2 (Terms and Conditions).

Contract term is from 12/18/13 to 1/30/2018, with the option to extend for an additional three years.

Orders shall be placed by the CITY DEPARTMENTS. Invoices shall be mailed in duplicate to the CITY DEPARTMENT, Accounts Payable, per attached list. Each invoice shall indicate contract #0000003205.

The City of Seattle does not guarantee utilization of this contract. The City of Seattle may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the City of Seattle.

Authorized Signature/Date

Ram J. K. J. Jr. 12/18/13

Attachment # 7
3205

SPECIFICATION for: Multi-year contract to install custom bodies and miscellaneous auxiliary equipment on City of Seattle supplied vehicles.

Specification
Prepared by: Sam Houghtaling, Senior Automotive Engineer
City of Seattle – Finance and Administrative services
Fleet Management Division
700 Fifth Avenue, Suite 5200
PO Box 94689
Seattle, Washington 98124-4689

● **IMPORTANT** ●

Complete response to each item is required, responses must be written on this form, even if "No Bid" is the response. Attach any information necessary to explain or clarify your bid. Bids failing to include specific responses may be rejected. All non-factory items must be clearly identified and described. Evaluation will be based on compliance with specifications. Non-compliant items must be clearly indicated. Any mandatory items (marked "shall", "minimum" or "maximum") must be in compliance or the bid will be rejected. Acceptable abbreviations for use on this form: Standard = (STD), Not Available = (N/A), No Charge = (NC), Comply = (CPL), No Bid = (NB). All items described by attachments or addendum shall be referenced on the submitted bid in proper numerical sequence. You are encouraged to list and price any options that you feel would enhance the use of this item and/or would be desirable.

SCOPE:

It is the intent of these specifications to establish the minimum requirements to install a variety of equipment and misc. bodies on the City of Seattle supplied vehicles and truck chassis. This will be a five (5) year contract with up to one (1) optional three (3) year extension.

This multi-vendor contract also establishes a vendor pool that will be utilized to provide quotes on certain specialty up-fitting projects not covered in the following specifications.

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

SECTION 1 – GLOBAL REQUIREMENTS

GENERAL DESCRIPTION:

1.0 Bidders are encouraged to offer options in their bid. Cost differences and alternatives should be detailed and completely defined on the bid.	CPL
1.1 A performance demonstration may be required prior to bid award.	CPL
1.2 All components shall be new, unused, up-to-date models and shall be delivered ready for service. Each unit shall include all inspection coupons and warranty identification cards furnished to general trade. All extended warranty months and miles shall be clearly noted on a placard installed in the vehicle.	CPL
1.3 All components and accessories cataloged as standard, unless superseded by these specifications, shall be provided with the unit.	CPL
1.4 In the event of a conflict between the specifications requirements and federal or state laws, the federal or state laws shall prevail.	CPL
1.5 Filters shall be easily accessible and replaceable without removing or disconnecting other components. If necessary filters may be remotely mounted to meet this requirement. Spin-on filters are required for fluid service unless specified otherwise or approved by the Automotive Engineer. All filters shall be heavy-duty and sized for severe service.	CPL
1.6 Hose, wire and tube routing shall not impede normal maintenance and adjustment of the unit. Hoses, wires and tubes shall be securely and neatly positioned and secured with non-corrosive clamps.	CPL
1.7 On all items that the bidder is requesting Automotive Engineer equivalent approval, the part number, model, description and performance data (if applicable) of the alternative must be provided. The term "Automotive Engineer" means the Finance and Administrative Services, Fleet Services Division, Automotive Engineer who is assigned to the individual project(s), or alternately, the Fleet Services Fleet Administration Manager. All such approvals shall be in writing.	CPL

Vehicle Configurations:

The following vehicle categories will represent typical equipment (vehicles) the City of Seattle will supply for this contract. These configurations represent common
pg. 2

ITEMS REQUIRED**RESPONSE**

Not Available = N/A

Comply = CPL

types of vehicles/chassis the City of Seattle currently outfits. Vehicle models available/manufactured will change from year to year. The following are a good reference for calculating your bids:

1. Compact Cars
 - a. Toyota Prius
 - b. Ford Focus
 - c. Ford C-Max
 - d. Chevrolet Volt
2. Midsize Cars
 - a. Chevrolet Impala
 - b. Dodge Stratus
 - c. Ford Fusion
 - d. Ford Taurus
3. Full Size Cars
 - a. Ford PI Sedan
 - b. Ford PI Utility
 - c. Dodge Charger
 - d. Chevrolet Caprice
4. Compact SUV
 - a. Ford Escape
5. Midsize SUV
 - a. Ford Explorer
 - b. Ford Expedition
 - c. Chevrolet Blazer Trailblazer
 - d. GMC Envoy
6. Large SUV
 - a. Chevrolet Tahoe and/or Suburban
 - b. GMC Yukon
7. Compact Pickups
 - a. Chevrolet Colorado
 - b. Toyota Tacoma
8. Full Size Pickups
 - a. Ford Superduty F150 thru F450 both 2WD and 4WD
9. Passenger Mini-Vans

pg. 3

ITEMS REQUIRED**RESPONSE**

Not Available = N/A

Comply = CPL

-
- a. **Ford Transit Connect Wagon**
- 10. **Passenger Full Size Vans**
 - a. **Ford E-Series Wagon**
 - b. **Mercedes Sprinter**
 - c. **Ford Transit Wagon**
 - 11. **Cargo Mini-Vans**
 - a. **Ford Transit Connect Cargo**
 - 12. **Cargo Full Size Vans**
 - a. **Ford E-Series Wagon**
 - b. **Mercedes Sprinter**
 - 13. **Cab Chassis**
 - a. **Ford Superduty F350 thru F550 both 2WD and 4x4**
 - 14. **HD/Medium Duty Trucks**
 - a. **Peterbilt class 6 & 7 – Conventional and Cab over Cab/Chassis**
 - 15. **HD/Class 8 Peterbilt Cab Chassis**
 - 16. **HD/Class 8 Mack Cab Chassis**

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

Unless otherwise noted in this specification, all pricing shall include installation, parts, misc. parts, bolts, wiring, connectors etc..

2 ELECTRICAL:

2.1 Wiring Standards: See Attachment #1. Any deviation from this must be Automotive Engineer Approved.	CPL
2.2 Body Lighting: Fabricated body – Lighting (See attachment #2) The base lighting standards shall be as follows, any deviation from this must be Automotive Engineer Approved equivalent.	CPL
2.3 All lights and reflectors required by DOT, ICC, FMVSS 108 standards and Chapter 46.37 of the Revised Code of Washington shall be furnished.	CPL
2.4 Truck-Lite sealed lighting system installation is required. The following is the base configuration:	CPL
a. Installation shall include Truck-Lite series 50 wiring harness with Truck-Lite #50400 junction box or boxes	CPL
b. Rear Stop/Tail/Turn lights, quantity two (2), shall be red LED Truck-Lite, Diamond Shell, 4" Super 44 series.	CPL
c. The backup lights, quantity two (2), shall be clear LED Truck-Lite, Diamond Shell, 4" Super 44 series	CPL
d. All rear STT lights shall be flange mounted with tamper proof hardware and protected against damage.	CPL
e. All rear lights shall be protected with protective eyebrows.	CPL
f. Rear identification lights "Truck-Lite" model 35 identification light bar #35740R.	CPL
g. One (1) LED license plate light "Truck-Lite" LED model 15.	CPL
h. All clearance lights are to be Truck-Lite LED Model 35 Diamond shell	CPL

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

- 3 **LIGHT BARS:** Federal Signal Legend and LED Highlighters are the City of Seattle's standard light bars.

3.1 All light bar wiring when installed on a cab guard shall travel thru the cab guard aluminum tubing for protection. The light bar harness shall be isolated from sharp edges with rubber grommets.	CPL
3.2 For all other wire routing refer to the wiring standards in attachment #1 for proper installation requirements	CPL
3.3 Quote price to install; one (1) "Federal Signal" 53" Legend light bar #LGD53ZS-00017 with dual signal master traffic arrows. Price shall include #66000 COS controller mounted in the cab. Exact in cab controller mounting locations will need to be determined on an individual vehicle installation basis. Installed on top of a Pro Tech cab guard (guard cost not included)	\$ 3,571.00
3.4 Quote price to install; one (1) "Federal Signal" 53" Legend light bar #LGD53ZS-00017 with dual signal master traffic arrows. Price shall include #66000 COS controller mounted on the cab. Exact in cab controller mounting locations will need to be determined on an individual vehicle installation basis. Installed on top of the truck cab in lieu of cab guard mounting.	\$ 3,791.00
3.5 Quote price to install above (3.3) with a COS supplied light bar on cab guard LABOR ONLY	\$ N/A
3.6 Quote price to install above (3.4) with a COS supplied light bar on cab LABOR ONLY	\$ N/A
3.7 Quote price to install one (1) "Federal Signal" Highlighter LED 454205-02SC light centered on Pro-Tech cab guard to include the required wiring to the factory supplied up fitter switch	\$ 818.00
3.8 Quote price to install one (1) "Federal Signal" Highlighter LED 454205-02SC light centered on the center of the roof, to include the required wiring to the factory supplied up fitter switch	\$ 818.00
3.9 Quote price to install above (3.7) with a COS supplied light bar on guard. LABOR ONLY	\$ N/A
3.10 Quote price to install above (3.8) with a COS supplied light	\$ N/A

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ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

bar on cab. LABOR ONLY	
3.11 Quote "Betts" work light wired to factory up fitter switch. One (1) ea. 315501 LED clear flood work light installed on cab guard.	\$ 630.00
3.12 Quote "Betts" work lights wired to factory up fitter switch. Two (2) ea. 315501 LED clear flood work light installed on cab guard.	\$ 1,190.00
3.13 Quote one (1) Unity" 6" spotlight, vehicle door/pillar mounted, Left side (street side).	\$ 588.00
3.14 Quote one (1) Unity" 6" spotlight, vehicle door/pillar mounted, Right side (curb side).	\$ 588.00
3.15 Quote two (2) Unity" 6" spotlight, vehicle door/pillar mounted, both sides	\$ 1,126.00
3.16 Quote one (1) Go-Light Wired Dash Mount Remote - 20204 (white), cab mounted.	\$ 819.00
3.17 Provide a complete "Federal Signal" Emergency lighting (Amber) product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes. (Parts Only - No Labor)	Attach This will not be evaluated Discount Offered: ____POR____%
3.18 Provide a complete "Superior Signals" Emergency lighting (Amber) product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes. (Parts Only - No Labor)	Attach This will not be evaluated Discount Offered: ____POR____%

4

Misc Electrical:

4.2 Brigade SA-BBS-97 (A1399) Backup alarm installed.	\$ 243.00
4.3 Auxiliary battery -One (1) 750 CCA, 12 Volt, AGM Dry cell battery installed, Optima 8014-045 Yellow Top or Automotive Engineer approved equivalent. Install per attached electrical standards with the auxiliary charge system See attachment #1.	\$ 998.00
4.4 Auxiliary batteries -Two (2) 750 CCA, 12 Volt, AGM Dry cell batteries installed, Optima 8014-045 Yellow Top or Automotive Engineer approved equivalent. Install per attached electrical standards with the auxiliary charge system See attachment #1.	\$ 1,398.00
4.5 One (1) Flaming River master battery disconnect	\$ 632.00

pg. 7

ITEMS REQUIRED

RESPONSE

Not Available = N/A
Comply = CPL

switch FR1005 (or Automotive Engineer approved equivalent) installed at or near the battery box, wired to the auxiliary battery/s. Location shall be Automotive Engineer Approved.	
4.6 Two (2) Flaming River, master battery disconnect switches FR1005 (or Automotive Engineer approved equivalent) installed at or near the battery box, wired to the chassis and auxiliary battery/s. Location shall be Automotive Engineer Approved.	\$ 892.00

5 CARGO VAN INTERIOR

5.2 Expanded mesh screen partition behind driver and passenger, State brand and model offered.	\$ N/B Brand _____ Model # _____
5.2.1 Full size van, standard one piece partition, solid base with mesh upper	\$ N/B
5.2.2 Full size van with walk thru door option	\$ N/B
5.2.3 Sprinter van high roof solid base with expanded mesh upper, with center door	\$ N/B
5.3 Provide an "Adrian Steel" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes	Attach This will not be evaluated Discount Offered: _____ N/B _____ %
5.4 Quote price (parts and labor) to install the following "Adrian" van packages and accessories as follows:	\$ N/B
Transit Connect Cargo Van	
5.4.1 Pkg. 4522	N/B
5.4.2 Pkg. 4509	N/B
5.4.3 Pkg. 4529	N/B
5.4.4 Pkg. 4530	N/B
5.4.5 Pkg. 4508	N/B
5.4.6 Pkg. 4496	N/B

ITEMS REQUIRED

RESPONSE

Not Available = N/A
Comply = CPL

5.4.7 Pkg. 4510	N/B
5.4.8 Pkg. 4511	N/B
5.4.9 Pkg. 4512	N/B
5.4.10 Pkg. 4513	N/B
5.4.11 Pkg. 4517	N/B
Full Size Cargo Vans	
5.4.12 Pkg. 4318F	N/B
5.4.13 Pkg. 4316F	N/B
5.4.14 Pkg. 4517F	N/B
5.4.15 Pkg. 2251F	N/B
5.4.16 Pkg. 2252F	N/B
5.4.17 Pkg. 2253F	N/B
5.4.18 Pkg. 2255F	N/B
5.4.19 Pkg. 2256F	N/B
5.4.20 Pkg. 2257F	N/B
5.4.21 Pkg. 2258F	N/B
5.4.22 Pkg. 2261F	N/B
5.4.23 Pkg. 2262F	N/B
5.4.24 Pkg. 3230F	N/B
5.4.25 Pkg. 4317FX	N/B
5.4.26 Pkg. 4319F	N/B
5.4.27 Pkg. 4135F	N/B
5.4.28 Pkg. 4136F	N/B
5.4.29 Pkg. 4138F	N/B
5.4.30 Pkg. 4145F	N/B
5.4.31 Pkg. 4318FX	N/B
5.4.32 Pkg. 4319FX	N/B
5.4.33 Pkg. 4316FX	N/B
Sprinter Cargo Vans	

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

5.4.34 Pkg. 4001H	N/B
5.4.35 Pkg. 4002H	N/B
5.4.36 Pkg. 4003H	N/B
5.4.37 Pkg. 4004H	N/B
5.4.38 Pkg. 4013S	N/B
5.4.39 Pkg. 4014H	N/B
5.4.40 Pkg. 4014S	N/B
5.4.41 Pkg. 4015H	N/B
5.4.42 Pkg. 4015S	N/B
5.4.43 Pkg. 4016H	N/B
5.4.44 Pkg. 4016S	N/B
Misc. "Adrian" Up-fitting Products Installed	
5.4.45 TA1 hooks	N/B
5.4.46 PA7 emergency triangle holder	N/B
5.4.47 PA9 first aid box tray	N/B
5.4.48 PA11 Cab file box	N/B
5.4.49 DDF7 Driver data file	N/B
5.4.50 DDF12 Driver data file	N/B
5.4.51 BH4 four slot binder holder	N/B
5.4.52 CB5 five slot literature holder	N/B
5.4.53 CB7 seven slot literature holder	N/B
5.4.54 CB2 two book file	N/B
5.4.55 CB3 Three Book file	N/B
5.4.56 CB4 utility storage box	N/B
5.4.57 SA10 stow all	N/B
5.4.58 SA20 stow all	N/B
5.4.59 SA30 stow all	N/B
5.4.60 SA40 stow all	N/B
5.4.61 UH50 5" hook	N/B

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

5.4.62 UH25 2.5" hook	N/B
5.4.63 WRH5 five bar wire reel holder	N/B
5.4.64 Provide a "Weather Guard" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes.	Attach This will not be evaluate Discount Offered: N/B %
Cargo Van Exterior	
5.5 Quote price for a full width, approximately 8" deep step bumper with diamond tread	N/B
5.6 Quote price for "Prime Design" ladder rack with dual high rotational drop down racks, with quick clamp for a Transit Connect Cargo Van.	N/B
5.7 Quote above (5.5) for a Ford E series cargo van	N/B
5.8 Quote above (5.5) for a Ford Transit cargo van	N/B
5.9 Quote above (5.5) for a Sprinter cargo van	N/B
5.10 Quote above (5.5) for a High Roof Box cargo van	N/B
5.11 Quote price for "Prime Design" ladder rack with Single high rotational drop down rack, with quick clamp for a Transit Connect Cargo Van.	N/B
5.12 Quote above (5.10) for a Ford E series cargo van.	N/B
5.13 Quote above (5.10) for a Ford Transit cargo van	N/B
5.14 Quote above (5.10) for a Sprinter cargo van	N/B
5.15 Quote above (5.10) for a High Roof Box cargo van.	N/B
6 Western Mule Bumpers	
6.2 Quote the installed price of a V-750 installed on a Ford E series cargo van including wiring and circuit protection in attachment #1 "Electrical Standards", wired to an auxiliary battery/s in 4.2 or 4.3. Price of 4.2 or 4.3 not included.	\$ N/A
6.3 Quote the installed price of a V-1000 installed on a Ford E series cargo van including wiring and circuit protection in attachment #1 "Electrical Standards", wired to an auxiliary battery/s in 4.2 or 4.3. Price of 4.2 or 4.3 not included.	\$ N/A
6.4 Quote the installed price of a A-750 installed on a Ford F250-450 pickup truck including wiring and circuit protection in attachment #1 "Electrical Standards", wired to an auxiliary battery/s in 4.2 or 4.3.	\$ 5,253.00

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ITEMS REQUIRED

RESPONSE

Not Available = N/A
Comply = CPL

Price of 4.2 or 4.3 not included.	
6.5 Quote the installed price of a A-1350 installed on a Ford F250-450 pickup truck including wiring and circuit protection in attachment #1 "Electrical Standards", wired to an auxiliary battery/s in 4.2 or 4.3. Price of 4.2 or 4.3 not included.	\$ 5,475.00
6.6 Quote the installed price of a A-2000 installed on a Ford F250-450 pickup truck including wiring and circuit protection in attachment #1 "Electrical Standards", wired to an auxiliary battery/s in 4.2 or 4.3. Price of 4.2 or 4.3 not included.	\$ 5,575.00
6.7 Quote the installed price of a U-1350 installed on a Service Body, Flatbed, or Cube Van wiring and circuit protection in attachment #1 "Electrical Standards", wired to an auxiliary battery/s in 4.2 or 4.3. Price of 4.2 or 4.3 not included.	\$ 6,495.00
6.8 Quote the installed price of a U-2000 installed on a Service Body, Flatbed, or Cube Van wiring and circuit protection in attachment #1 "Electrical Standards", wired to an auxiliary battery/s in 4.2 or 4.3. Price of 4.2 or 4.3 not included.	\$ 6,895.00
6.9 Quote the installed price of a U-2500 installed on a Service Body, Flatbed, or Cube Van wiring and circuit protection in attachment #1 "Electrical Standards", wired to an auxiliary battery/s in 4.2 or 4.3. Price of 4.2 or 4.3 not included.	\$ 7,445.00

7 PICKUP TRUCK UPFITTING:

Bed liner- Bed liner material "Line-X" or Automotive Engineer approved equal for the following applic both truck bed and tailgate	
7.2 Quote installed in a short bed full size pickup	\$ 650.00
7.3 Quote installed in a long bed full size pickup	\$ 650.00
7.4 "Pro-tech" Cab guards are the current standard for the city. Quote installed pricing for #57-6830-24 installed on a F250-450 Pick Up	\$ 568.00
7.5 Quote installed pricing for #57-6870-24 installed on a F150 Pick Up	\$ 568.00
7.6 Option to add # 57-6099-SEA shovel/broom tool holder with light mounting plate to cab guard	\$ 298.00
7.7 Option to add #57-6038-SEA light mount plate only to cab guard	\$ 99.00

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

7.8 Provide a "Pro-Tech" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes. The local distributor is "Pro-Tech Industries" in Vancouver Washington .	Attach This will not be evaluated Discount Offered: ____POR____%
7.9 Provide a "Highway Products" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes. There are several local vendors for this product	Attach This will not be evaluated Discount Offered: ____POR____%
7.10 ne (1) each front bumper hoop style cone holder in steel, approximately 1/4"x2" steel strap and 1/4" thick steel mounting bracket. Fasten to front bumper with minimum grade #5, 3/8" plated corrosion resistant SAE bolts, self-locking nyloc nuts with flat washers. Hoop inside diameter to be 10 inches.	\$ 285.00
7.11 Two (2) each front bumper hoop style cone holder in steel, approximately 1/4"x2" steel strap and 1/4" thick steel mounting bracket. Fasten to front bumper with minimum grade #5, 3/8" plated corrosion resistant SAE bolts, self-locking nylock nuts with flat washers. Hoop inside diameter to be 10 inches.	\$ 415.00
7.12 Provide a "Venturo Manufacturing" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes. Their representative is Larry Jones (562) 508-6822	Attach This will not be evaluated Discount Offered: ____POR____%
7.13 Provide a "Buyers products Snow Dogg plows" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes. There are several local vendors for this product	Attach This will not be evaluated Discount Offered: ____POR____%
7.14 Provide a "Buyers products Salt Dogg Spreaders" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will	Attach This will not be evaluated

ITEMS REQUIRED

RESPONSE

Not Available = N/A
Comply = CPL

need to be added as an addendum to this contract for all pricing changes. There are several local vendors for this product	Discount Offered: POR %
7.15 Quote installed one (1) Pro-Tech Aluminum Cross Box with gull wing doors and stainless steel T-latches for Ford F150 pickup	\$ 892.00
7.16 Quote installed one (1) Pro-Tech Aluminum Cross Box with gull wing doors and stainless steel T-latches for Ford F250-450 pickup	\$ 892.00
7.17 Quote installed one (1) Pro-Tech Aluminum Dump Bed with headboard, and roll tarp installed in a F250-450 with 6 3/4' box	\$ 12,934.00
7.18 Quote installed one (1) Buyers Products "Dumperdog" Steel dump bed with headboard, and roll tarp installed in a F250-450 with 8' box	\$ 6,943.00
7.19 Quote installed one (1) Buyers Products "Dumperdog" Steel dump bed with headboard, and roll tarp installed in a F250-450 with 6 3/4' box	\$ 6,943.00
7.20 Quote installed one (1) Pro-Tech Aluminum Dump Bed with headboard, and roll tarp installed in a F250-450 with 8' box	\$12,937.00
7.21 Quote installed one (1) Pro-Tech Aluminum Dump Bed with headboard, and roll tarp installed in a F250-450 with box removed, installed directly on the frame.	\$ 16,937.00
7.22 Provide a "LEER TRUCK CAPS" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes. There are several local vendors for this product	Attach This will not be evaluated Discount Offered: POR %
8 TRUCK CAB CHASSIS UPFITTING:	
8.2 Toolboxes: The COS Standard is Aluminum Pro-Tech boxes	CPL
8.1.1 Toolboxes shall have weather tight doors with top hinge and drip molding above hinge.	CPL
8.1.2 Vertically opening doors shall have two gas struts and open a minimum of 150 degrees.	CPL
8.1.3 Doors shall have continuous stainless hinges with 1/8" stainless pin. Hinges and latches shall be installed with rivets or machine screws only.	CPL
8.1.4 Doors shall have stainless twist type lock, double striker, flush mount and all locks keyed alike	CPL
8.1.5 Full length shelf with 1" lip turned up in front. Locate shelf 6" from top of box.	CPL

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ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

8.1.6 Toolboxes shall be fabricated from 1/8" x 1.76 lb./sq.ft. 5052 H32 aluminum sheet.	CPL
8.1.7 Toolboxes shall include tapered rain gutters over the hinge.	CPL
8.1.8 All tool boxes shall be protected from any cargo shifting and jamming of the linkage while doors are shut.	CPL
8.3 Quote Frame Mounted 24"W x 20"D X 20"H	\$ 812.00
8.4 Quote Frame Mounted 30"W x 20"D X 20"H	\$ 840.00
8.5 Quote Frame Mounted 36"W x 20"D X 20"H	\$ 925.00
8.6 Quote Frame Mounted 42"W x 20"D X 20"H	\$ 985.00
8.7 Quote Frame Mounted 48"W x 20"D X 20"H	\$ 1,060.00
8.8 Quote Deck Mounted 24"W x 20"D X 20"H	\$ 747.00
8.9 Quote Deck Mounted 30"W x 20"D X 20"H	\$ 780.00
8.10 Quote Deck Mounted 36"W x 20"D X 20"H	\$ 865.00
8.11 Quote Deck Mounted 42"W x 20"D X 20"H	\$ 925.00
8.12 Quote Deck Mounted 48"W x 20"D X 20"H	\$ 995.00
8.13 Quote to install "Line-X" (or Automotive Engineer Approved Equivalent) silver coating on the interior of a 24" W box	\$ 265.00 <i>Armor-Thane</i>
8.14 Quote above (8.12) in a 30" W box	\$ 265.00
8.15 Quote above (8.12) in a 36" W box	\$ 265.00
8.16 Quote above (8.12) in a 42" W box	\$ 295.00
8.17 Quote above (8.12) in a 48" W box	\$ 295.00
SERVICE BODY: Service body installed similar to the "Reading" model 96 "Classic" with full width galvanized bumper, approximately 8" deep or Automotive Engineer approved equal.	Omaha Standard
a. All mounting hardware is required to be grade 8 minimum either zinc plated steel or stainless steel. Locking nuts are	CPL

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ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

required; Split "lock" washers are not acceptable.	
b. Furnish 60 dividers loose.	CPL
c. Paint body to match cab, all surfaces. Paint inside compartments silver/gray Line-X (or automotive engineer approved equivalent).	CPL per 8.26
d. Five (5) sets of keys for each body all locks keyed alike	CPL
e. DOT approved mud flaps shall be installed with anti-sail brackets	CPL

Approved Equal Service Bodies:

- a. Dakota body
- b. Reading
- c. Pacific
- d. Omaha
- e. Koneig
- f. Diamond
- g. Royal
- h. Knapheide
- i. IMT
- j. Monroe
- k. Stahl

8.18	State Manufactures body(ies) offered	Omaha w/light pkg. #1
8.19	Quote a standard service body installed on a 60" CA SRW cab chassis	\$ 13,9800.00
8.20	Quote a standard service body installed on a 60" CA DRW cab chassis	\$ 14,800.00
8.21	Quote a standard service body installed on a 84" CA DRW cab chassis	\$ 17,080.00
8.22	Quote a low profile service body installed on a 60" CA SRW cab chassis	\$ 13,780.00
8.23	Quote a low profile service body installed on a 60" CA DRW cab chassis	\$ 14,550.00
8.24	Quote a low profile service body installed on a 84" CA DRW cab chassis	\$ 16,850.00
8.25	Quote Line-X (or automotive engineer approved equivalent) installed in the bed area of the service body,	\$ 725.00

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ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

including the side walls, black in color.	
8.26 Quote Line-X (or automotive engineer approved equivalent) installed inside of all the compartments of the service body, color to be silver.	\$ 1,495.00 Armor-Thane
8.27 Provide a complete product line price list of all options for the brand/s of body/s you offer with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes. There are several local vendors for this product	Attach This will not be evaluated Discount Offered: ____N/A____%
9 FLATBED: Note: The following bodies are to be installed on cab/chassis with dual or single rear wheels, 10,000 lb. GVWR and larger with lighting installed per section 2.2	CPL
SUBFRAME:	
9.1 All mounting hardware is required to be grade 8 minimum either zinc plated steel or stainless steel. Locking nuts are required; Split "lock" washers are not acceptable	CPL
9.2 Longitudinals shall be 6" x 3 lb/ft. 6061-aluminum channel full body length.	CPL
9.3 Cross members shall be 3" x 1.73 lb./ft. 6061-T6 aluminum channel interlaced through longitudinals on maximum 16" centers.	CPL
9.4 Omit cross members over wheel area to provide lowest bed height and clearance for tires and chains with 2,000 lb. load on deck.	CPL
9.5 Perimeter rail to be 4" x 2.16 lb./ft. 6061-T6 aluminum channel, flange outboard.	CPL
9.6 Cross members shall be butt welded to perimeter	CPL
FLATBED DECK:	
9.7 Deck shall be 1/4" x 3.9 lb./sq. 6061-T6 aluminum plate, sheared to fit.	CPL
9.8 All seams shall be welded full length and ground smooth.	CPL
9.9 Deck shall be warp-free, no oil can deformations.	CPL
9.10 Deck shall be sheared at rear to form 18" rear apron.	CPL

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ITEMS REQUIRED

RESPONSE

Not Available = N/A
Comply = CPL

9.11 Apron perimeter shall be reinforced with 3" x 1.73 lb./ft. 6061-T6 aluminum	CPL
9.12 The apron shall be trapezoid sectioned. Apron shall include two (2) fully enclosed step pockets, exact location to be determined by the Automotive Engineer assigned to the project.	CPL
9.13 Distance from ground to deck shall be identical, both sides.	CPL
9.14 DOT approved mud flaps shall be installed with anti-sail brackets.	CPL
9.15 All lighting shall either recessed and protected by eyebrows or just recessed in .5" without eyebrows. Mounting style shall be determined by the Automotive Engineer assigned to the project.	CPL
HEADBOARD:	
9.16 Cab height plus 2" trapezoid section headboard and full width expanded mesh (Pro-Tech style mesh) window at cab window height.	CPL
9.17 Frame shall be 2" x 2" x .125" 6063 T52 aluminum.	CPL
9.18 Dash shall be 1/4", 3.9 lb./ sq. ft., 6061 T-6 aluminum.	CPL
9.19 Minimum, five (5) vertical supports are required	CPL

***Below flatbed prices include light package # 1

9.20 Quote pricing per specifications for the following length of flatbed approximately 96" Wide X 96" Long.	\$ 14,900.00
9.21 Quote pricing per specifications for the following length of flatbed approximately 96" Wide X 120" Long.	\$ 14,900.00
9.22 Quote pricing per specifications for the following length of flatbed approximately 96" Wide X 144" Long.	\$ 16,100.00
9.23 Quote pricing for addition or subtraction per 12" of length.	\$ 600.00 per foot
9.24 Quote four (4) evenly spaced stake pockets shall be tapered to accept 3" x 1.5" aluminum channel stakes.	\$ no/charge
9.25 Quote five (5) evenly spaced 1,000 lb. capacity "D" rings underbody, both sides.	\$ 550.00
9.26 Quote No. 1 fir sideboards and tailboard mounted to 3" x 1.5" aluminum channel stakes. Side board size is to be approximately 2" x 8". Sideboards shall have vertical angles at rear to accommodate tailboard.	\$ 450.00

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

9.27 Quote Curbside rear corner reinforced to accept crane rated at 1,500 lb. capacity.	\$ 800.00
10. LIGHT DUTY 2-3 CUBIC YARD DUMP BODIES	
10.1 One "Rugby" "Eliminator" series style dump body (or Automotive Engineer approved equal) with 12" high sides, installed on a configuration #13 cab chassis	CPL Rugby, includes ligh Package # 1
10.2. Color shall either match the chassis or grey. Color to be determined when ordered. See paint section #17	CPL
10.3 Pricing shall include all required lighting in section #2.2	CPL
10.4. The dump body shall incorporate the optional 8 gauge floor	CPL
10.5 The standard cab shield shall be the ¼ option	CPL
10.6. The standard hoist shall be either Rugby HR-520 or Ventura VC416ED	CPL
10.7 The hydraulic system shall be designed as called out under the hydraulic specification in section #9	CPL per hydraulic section
10.8 All mounting hardware shall be grade 8 minimum either zinc plated steel or stainless steel. Locking nuts are required; Split "lock" washers are not acceptable.	CPL
10.9 DOT approved mud flaps shall be installed with anti-sail brackets	CPL
10.10 Quote price for dump body installed as called out in section #10 above for an eight (8) foot body.	\$ 16,600.00
10.11 Quote price for dump body installed as called out in section #10 above for a nine (9) foot body.	\$ 16,600.00
10.12 Quote price for dump body installed as called out in section #10 above for a ten (10) foot body.	\$ 16,850.00
10.13 Quote price for dump body installed as called out in section #10 above for a ten (10) foot body.	\$ 16,850.00
10.14 Quote price for dump body installed as called out in section #10	\$ 17,250.00

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ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

above for a eleven (11) foot body.	
10.15 Quote price for dump body installed as called out in section #10 above for a twelve (12) foot body.	\$ 17,250.00
10.16 Quote price for manual pull tarp system.	\$ 1,195.00
10.17 Quote price for tip down aluminum sides.	\$ 1,850.00
10.18 Quote price for two (2) material spreader doors incorporated into the tailgate. Doors shall be a rotating convex style door with a twelve (12) inch long handle and a minimum one (1) inch diameter round hand grip. Material doors shall be approximately 12 inches wide by 10 inches tall.	\$ 1,150.00
11. LIFTGATES: The COS standard for lift-gates are "Tommy Gate"	CPL
11.1 Provide a "Tommy Gate" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes. There are several local vendors for this product	Attach Will not be evaluated Discount Offered: ___POR___%
12. TRAILER ELECTRICAL INTERFACE	
12.1. Trailer and Towing Vehicle Connectors for Vehicle Configuration #5,6,7,8,10,12,13,14,15 & 16	CPL
12.2. Each vehicle will have an SAE J560 and an ISO 3731 connector with designated auxiliary connections. The designated auxiliary connection schematics are included in attachment #1.	CPL
12.3. The "Wiring Standards for Fleet Services Vehicles" attachment #1 standards will be required	CPL
12.4. The truck and trailer electrical 7 pin plugs shall be wired according to the drawings in attachment #1.	CPL
12.5 The drawings show the plugs as viewed from the rear of the receptacle.	CPL

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ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

12.6. The battery charge wire for the trailer shall be wired to the #4 pin on the ISO 3731 receptacle.	CPL
12.7 The electrical trailer brake signal wire shall be wired to the #7 wire of the J560 receptacle.	CPL
12.8 The charge circuit shall be protected with an ignition powered 20 Amp auto reset circuit breaker installed as closely to the battery as possible.	CPL
12.9. Some vehicles will come prewired from the factory with the fuse box supplying fused power for the trailer battery charged circuit. This is acceptable only if OEM installed.	CPL
12.10. Quote Installed on Vehicle Configuration #5, 6, 7, 8, 10, 12 & 13. (Typically the charging circuit is OEM fuse powered)	\$ 740.00 rear hitch not included
12.11. Quote Installed on Vehicle Configuration #14, 15 & 16. This class in most cases will require a 20 AMP auto reset circuit breaker mounted as close to the battery as possible. The charging system will be ignition activated via a "Cole Hersee" # 24143 12V (or Automotive Engineer Approved Equal) constant duty isolation relay. See drawing included in attachment #1.	\$ 875.00 rear hitch not Included.

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

13. WINCH: Warn Industrial Electric Winch is the COS standard	CPL
13.1. Quote a Warn 12,000 lb winch with hidden bumper kit, including 4 roller fairleads, installed on a Ford F250-550.	\$ 3,460.00
13.2. Provide a "Warn Industrial Electric Winch" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) A new price list will need to be added as an addendum to this contract for all pricing changes. There are several local vendors for this product	Attach This will not be eval Discount Offered: ____POR____%
14. WELDING PROCESS AND CONTROL:	
14.1 All welds shall meet AWS standards for structural steel joints.	CPL
14.2. Porosity, penetration leg and throat sizes, heat affected zone, and splatter clean-up will meet or exceed AWS requirements.	CPL
14.3. All rough edges are to be ground smooth before painting.	CPL
14.4. Dual shield welding process is preferred.	CPL
14.5. Welding inspection is required by the automotive engineer or a designated representative prior to delivery of the vehicle.	CPL
15. HYDRAULIC STANDARDS:	
15.1. Whenever possible "Chelsea™" (Parker) Hot Shift PTO model (sized for proper application) or Automotive Engineer approved equivalent shall be used to drive the hydraulic pump for the required functions.	CPL
15.2. "Parker™" hydraulic pump(s) (sized for proper application) or Automotive Engineer approved equivalent, shall supply hydraulic fluid at the proper pressure and volume to the entire system. The system shall be designed with flooded pump suction. Vendor must supply required specifications and have Automotive Engineer Approval prior to installation.	CPL
15.3. As part of the City of Seattle's green fleet policy the Hydraulic fluid will be Chevron "Clarity" AW ISO 46 biodegradable oil, Chevron P/N 230341. The system must be tested at full system pressure. No leakage is allowed. A reflective decal stating "Use Chevron Clarity AW-46 Biodegradable Hydraulic Oil Only" will be installed on hydraulic tank viewable by anyone adding fluid to the reservoir. Chevron "Clarity" AW-32 may be used with Automotive Engineer Approval. Type and size of	CPL

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

tag to be Automotive Engineer approved.	
15.4. All hydraulic hoses shall be rated for suction or pressure according to the particular application. "Parker" Super Tough Cover or Automotive Engineer approved equivalent shall be used in all abrasive applications. All lines shall be sized for full flow resulting in a maximum suction line velocity of 4 feet per second, a maximum pressure line velocity of 20 feet per second and a maximum return line velocity of 10 feet per second.	CPL
15.5. Hydraulic hose fittings shall be the crimp fittings recommended by the manufacturer of the hose used.	CPL
15.6. Adapters for the high pressure lines shall be SAE 37 degree flare, SAE o-ring or split flange. Pipe thread is to be avoided on the pressure side of the system. Teflon tape is not allowed in the hydraulic system. Automotive Engineer approval is required for any pipe thread usage.	CPL
15.7. The system shall be designed to avoid heat. If reservoir temperatures exceed 160 degrees Fahrenheit during normal operation on an 80 degree day, the vendor shall add an oil cooler.	CPL
16. Hydraulic Reservoir:	
16.1. The reservoir shall be fabricated from (<i>rule of thumb: steel min: 10 gal- 14 GA, 20 gal-12GA, 30 gal- 10 GA, 50 gal- 3/16"</i> ; <i>alum min: 10 gal- 1/8", 30 gal- 3/16", 50 gal- 1/4"</i>) GA minimum (mat'l: steel is our primary material, aluminum optional). The reservoir shall be fabricated using a minimum 1/4 inch overlapping seam construction. It shall be designed to prevent aeration and cavitation with all cylinders fully extended. The reservoir shall be mounted above the chassis frame and shall not interfere with any part of the chassis cab. Any deviation from this mounting must be Automotive Engineer Approved prior to installation. The following items are required:	CPL
16.2. A minimum 24 square inch clean-out cover.	CPL
16.3. A filler breather shall be incorporated into the cover. The filler breather shall have a filtered air vent and a basket screen. The filler shall be located as close to the center of the reservoir as possible and still be easily accessible.	CPL
16.4. Removable 100 mesh suction strainer rated for proper flow.	CPL
16.5. Sight gauge with built in temperature indicator, clearly visible from the ground.	CPL

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

16.6. A non-restrictive ball valve on the suction line between the suction strainer and the suction hose	CPL
16.7. A magnetic drain plug at the bottom of the reservoir. A magnetic removable rod may be used in conjunction with a standard drain plug in the bottom of the tank.	CPL
16.8. The tank shall be equipped with a minimum of one (1) center baffle. The baffle will allow oil to flow around the bottom corners and top. The suction and return ports will be on opposite sides of the baffle. Baffle welds are not to be ground.	CPL
16.9. The standard return line filter is to be a tank top; "Parker" immersed style sized properly for flow.	CPL
16.10. An alternative spin on style return filter may be used. The filter head shall be mounted on a dedicated mounting bracket and positioned in such a way that it is protected from damage but accessible for maintenance. Filters hanging off the tank via a pipe nipple are not acceptable. List price increase/deduction for a spin on style filtration system	CPL
16.11. The filtration rating shall be 10 micron nominal with a minimum flow rating of twice the pump flow. The filter outlet is to have a downcomer installed if necessary, so that oil is discharged into the tank below the oil level when all the cylinders are in the extended position. Filter restriction indication shall be provided. The gauge provided shall be located to be easily readable.	CPL
16.12. The reservoir shall be thoroughly cleaned to remove any weld slag or manufacturing debris. If a piston pump is specified the reservoir is to be sloshed with Randolph 912 Sloshing Compound or Automotive Engineer approved equivalent.	CPL
16.13. The reservoir shall be hydrostatically pressure tested at 3 to 5 PSI with no leaks to be allowed.	CPL
16.14. All mounting hardware shall be grade 5 minimum either zinc plated steel or stainless steel. Locking nuts are required; Split "lock" washers are not acceptable.	CPL
16.15. Quote price to build reservoir/s per reference drawing in attachment #4. 20 gallon steel	\$ 1,175.00
16.16. Quote price to build reservoir/s per reference drawing in attachment #4. 20 gallon Aluminum	\$ 1,475.00
16.17. Quote price to build reservoir/s per reference drawing in	\$ 1,275.00

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ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

attachment #4. 30 gallon steel		
16.18.	Quote price to build reservoir/s per reference drawing in attachment #4. 30 gallon Aluminum	\$ 1,675.00
16.19.	Quote price to build reservoir/s per reference drawing in attachment #4. 40 gallon steel	\$ 1,275.00
16.20.	Quote price to build reservoir/s per reference drawing in attachment #4. 40 gallon Aluminum	\$ 1,675.00
16.21.	Quote price to build reservoir/s per reference drawing in attachment #4. 50 gallon steel	\$ 1,275.00
16.22.	Quote price to build reservoir/s per reference drawing in attachment #4. 50 gallon Aluminum	\$ 1,675.00

17. PAINT:

17.1.	The entire unit, including the undercarriage, shall be painted with 3 mils dry, of Sherwin Williams Prime-Shield Urethane Primer (or Automotive Engineer Approved Equivalent)	CPL
17.2.	The entire unit, including the undercarriage, shall be painted with 3 mils dry Sherwin Williams Genesis LV Single stage Acrylic urethane (or Automotive Engineer Approved Equivalent)	CPL
17.3.	Standard white is N0010, dump box color is to be gray number N0428, Parks color is N0105 Green, and other colors will be used.	CPL
17.4.	The surface shall be prepped, cleaned and washed with industry standard cleaning solvent.	CPL

18. COMPLEX ELECTRICAL/HYDRAULIC SYSTEM SCHEMATIC REQUIREMENTS:

18.1.	At the discretion of the Automotive Engineer overseeing the project, electrical and/or hydraulic schematics may be required as follows.	CPL
18.2.	Three (3) each, engineering schematic drawings of the electrical and/or hydraulic systems are required. The schematics shall be a minimum of 11 x 17 inches in size, easily readable and Mylar coated.	CPL
18.3.	The electric schematic shall include:	CPL
18.4.	SAE electric symbols shall be used to identify all components.	CPL
18.5.	All interfaces between OEM wiring and added equipment shall be shown to include electrical pin positions as arranged in the interface connections	CPL

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

18.6 All wire color coding and/or wire numbers shall be displayed to indicate different circuits.	CPL
18.7 Electrical circuits may be shown individually as long as all circuits are included	CPL
18.8 When the hydraulic schematic are required they shall include when applicable: 18.9 ANSI or JIC fluid power graphical symbols for all components. 18.10 All major components, such as pumps, cylinders and motors, shall be identified with their function and size.	CPL

19

WARRANTY:

19.1 Proposer shall have a full time, complete local (within 50 mile radius of FAS shops located at 805 South Charles Street, Seattle, Washington 98134) parts and service facility offering factory authorized service and a parts supply adequate to perform complete warranty repairs.	CPL
19.2 Inspection of bidder's parts and service facility may be required before award of bid is made.	CPL
19.3 Manufacturer's standard warranty shall be a minimum of 12 months and commence the date equipment/vehicle is placed in service, not delivery date, as documented by the City of Seattle. State warranty offered.	CPL
19.4 Warranty service, extended warranty and recall work must be performed by seller or seller's service facility, who must accept responsibility for all transportation. Seller must respond to a call for warranty service within 24 hours. All costs of warranty repair and service shall be borne by the seller.	CPL
19.5 Minor warranty repairs than can be done in one (1) hour or less shall be performed by the City of Seattle FAS repair shop. In the event a covered repair will take more than one (1) hour, the City of Seattle FAS shop will call vendors assigned contact person for repair authorization or have the vendor pick up the truck for repairs. All warranty repairs completed by The City of Seattle FAS shop will be reimbursed by the vendor at the current shop rate of \$114.00 per hour for 2013, \$117.00 per hour for 2014. The City of Seattle FAS shop will only bill for actual time spent. There will be no minimum time charge on any repair. All warranty transportation will be provided by the winning vendor.	CPL
19.6 List the official warranty authorization representative.	CPL James OBrien

ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

20

VISITS AND PROJECT MANAGEMENT:

The bid price submitted shall include:

20.1. The unit may be inspected at any time during construction by the Automotive Engineer.	CPL
20.2 All end-user (operator) visits shall be scheduled thru the Automotive Engineer.	CPL
20.3 Unscheduled visits by the end-user shall be discouraged.	CPL
20.4 Any and all changes, clarifications or change orders must be authorized by the Automotive Engineer in writing.	CPL
20.5 The vendor shall have the capability to send digital images. These digital images will be used via E-Mail for up-fitting clarifications and/or authorizations by the Automotive Engineer assigned to the project	CPL
21 GENERAL REQUIREMENTS:	
21.1. All equipment and components necessary for operation and normally supplied shall be furnished, even if not called out in the specifications.	CPL
21.2. Vendor shall provide all shuttling of vehicles/chassis within 48 hours from notification by the Automotive Engineer assigned to the project.	CPL
21.3. All equipment shall have full dealer preparation and be ready for service when delivered.	CPL
21.4. Four (4) complete sets of keys for all locks shall be provided with the unit. (Not to include City of Seattle supplied equipment)	CPL
21.5. A spare filter set shall be supplied with the completed unit. The set shall consist of all filter elements required for all filters installed. (If applicable)	CPL
21.6 Vendor decals if applied shall be no larger than 4" x 6" in size and there shall be no more than 2. All Mud flap logos are acceptable.	CPL
21.7 Equipment shall be delivered to (Unless stated otherwise on the purchase order): FAS Shops 805 South Charles Street Seattle, WA 98134 Attn: SUPPORT SHOP SOS Phone: 206-386-1156	CPL
21.8 Upon arrival the vehicle will be inspected for completeness,	CPL

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ITEMS REQUIRED

RESPONSE

Not Available = N/A

Comply = CPL

functionality and compliance with these specifications. All problem items will be repaired by the vendor, at the vendor's expense, prior to vehicle acceptance and invoice payment issuance.	
21.9 The City of Seattle has entered into Inter-local Agreements with other governmental agencies pursuant to RCW 39.34, in lieu of those agencies conducting a separate competitive proposal. Does Vendor agree to provide this product or service to such agencies?	Yes: <u>XX</u> No: <u> </u>
22 Product Supportability:	
22.1. This contract shall extend to repair parts and service. State the location and distance to the closest parts and service facility from 805 South Charles Street.	NTE 14919 40 th Ave. NE Marysville, WA 98271
22.2. State the approximate value of parts inventory carried for the offered product at this facility.	\$200,000.00 approx.
22.3. State the current labor rate at your service facility.	\$ <u>110.00</u> HR
22.4. State the operating hours of your service facility	M-F: 6 am- 4:30pm Sat: <u>closed</u> Sun: <u>closed</u>
22.5. State any additional details on how you intend to support your product proposed.	Work with suppliers to improve Product availability
22.6. What are your parts order desk hours all business days except for City Holidays?	M-F: <u>7:30-4:30</u> Sat: <u> </u> Sun: <u> </u>
22.7. Can you deliver stock parts to City shops same day or within 1 day after City's initial call?	Yes: <u>x</u> No: <u> </u> deliver?)

**** IMPORTANT ****

The manufacturer's local representative must print the representative's firm name, address, phone number and the VIN number on all written warranty statements and/or manuals. VIN numbers furnished must match the respective item numbers on the contracts. Additionally, all such warranty instruments must be complete with all manufacturer/dealer responses contained therein (typewritten or neatly printed in ink, no exceptions) before acceptance of the vehicle/equipment will be made.

1. The above prices include and cover all duties, handling and transportation charges, and all charges incidental to the requested work excluding Sales Tax or Use Tax. Offer shall agree to all the original City contract terms and conditions without exception.
2. Do not attach alternative boilerplate. Any such exceptions can invalidate your Offer and the Buyer can reject your Bid.
3. If you make an error in typing your prices or any corrections to your Offer Submittal, you may mark it in ink and initial the correction. If it is not marked in ink and or it is not initialed, the Buyer may reject your bid. Do not use whiteout.
4. Price Changes in future contract years shall be in accordance with the specifications. Whole sale and mark-up discount rates will not change through the life of the contract. Other price changes are restricted to the specifications stated in the solicitation and the contract.
5. Prompt Payment Discount: none % days. Note: Prompt payment discount periods equal to (or greater than) 10 calendar days will receive consideration and bid pricing will be reduced for evaluation by the amount of that discount.
6. **Interlocal Agreement:** The City of Seattle has entered into Interlocal Agreements with other governmental agencies pursuant to RCW 39.34, in lieu of those agencies conducting a separate competitive bid. Does Vendor agree to provide this product or service to such agencies?

Yes: x No:

Full Legal Name of Company: Northend Truck Equipment, Inc.

SIGNATURE: 

Print Name: James O'Brien

Date: 10/06/2013

1. The first part of the report deals with the general situation of the country and the position of the various groups of the population. It is a very general and superficial treatment of the subject, but it is a good starting point for a more detailed study.

2. The second part of the report deals with the economic situation of the country. It is a very general and superficial treatment of the subject, but it is a good starting point for a more detailed study.

3. The third part of the report deals with the social situation of the country. It is a very general and superficial treatment of the subject, but it is a good starting point for a more detailed study.

4. The fourth part of the report deals with the political situation of the country. It is a very general and superficial treatment of the subject, but it is a good starting point for a more detailed study.

5. The fifth part of the report deals with the cultural situation of the country. It is a very general and superficial treatment of the subject, but it is a good starting point for a more detailed study.

6. The sixth part of the report deals with the international situation of the country. It is a very general and superficial treatment of the subject, but it is a good starting point for a more detailed study.

7. The seventh part of the report deals with the future of the country. It is a very general and superficial treatment of the subject, but it is a good starting point for a more detailed study.

8. The eighth part of the report deals with the conclusion of the study.

9. The ninth part of the report deals with the bibliography of the study.

10. The tenth part of the report deals with the index of the study.

11. The eleventh part of the report deals with the appendix of the study.

12. The twelfth part of the report deals with the conclusion of the study.

City of Seattle Contract

Terms and Conditions

1. **Entire Agreement.** This Contract comprises the entire agreement between the City of Seattle (Seattle) and the Contractor. The Contract is defined to explicitly include the City's Purchase Order/Vendor or Blanket Contract, the City's Solicitation and all Addendums and Vendor's Offer. Where there are conflicts between these documents, the controlling documents will be in that same sequence, with the first taking priority over the last listed.
2. **Mutual Acceptance:** This Contract has been accepted by both parties upon signature by the City of Seattle. The Contractor may provide an adjoining signature, or may indicate mutual acceptance by receiving the Contract from the City without objection. If the Contractor objects, the Contractor must provide immediate written notice to the City Purchasing Department upon receipt of the Contract.
3. **Term:** Any term specified in the solicitation or specification shall prevail. Should this be a one-time purchase, the Contract shall commence on the date the City's Buyer signs the same and shall expire sixty (60) days after delivery and acceptance of last item. If a Contract award, this contract shall be for the term specified in the solicitation, and if not specified shall be five years, with one two-year extension allowed at the option of the City. Such extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. The Contractor may provide also provide a notice to not extend, but must provide such notice at least 45 days prior to the otherwise automatic renewal date.
4. **Schedule:** Unless the City Buyer issues a written change, Contractor shall deliver the items or render the services by the due date or delivery schedule stated on the Contract. At the City's option, Contractor's failure to timely deliver or to perform may require expedited shipping at Contractor's expense, or may be cause for termination of the Contract and the return of all or part of the items at Contractor's expense. If Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the City's Buyer of such difficulty and the length of the anticipated delay.
5. **Limits of Sales to Authorized Products and Services:** Contractor has responsibility to limit sales to those products or services authorized within the Contract, whether authorized by changes and amendments or stated within the original contract scope. The Contractor is responsible for refusing orders that are not properly authorized by the contract or through other proper Purchase Orders issued by authorized persons from the City. If the Contractor has consistent sales of unauthorized products or services, the City reserves the right to use any of the following: terminate the contract in accordance with termination provisions, place the Contractor payments on "hold" for all incoming invoices while the City determines which are authorized items eligible for payment, and/or refuse certain invoices that contain non-authorized items.
6. **Adjustments:** The City Buyer at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; extension of contract duration, and ancillary matters that Contractor may accommodate without substantial additional expense to the City.
7. **Changes and Expansion Authority:** No modification of this Contract shall be effective unless in writing and signed by an authorized representative of the City. The only person authorized to make amendments on behalf of the City is the designated Buyer from City Purchasing, Department of Finance and Administrative Services. The City Buyer shall issue change notices to Contractor, and such notices shall take be considered to take effect and be mutually acceptable, upon sole signature of the City Buyer, unless timely written objection is received from the Contractor.
8. **Contract Expansion:** This contract may be expanded as mutually agreed, if such expansion is approved by the City Buyer. Expansions must be issued in writing from the City Buyer in a formal notice. The Buyer will ensure the expansion meets the following criteria collectively: (a) it could not be separately bid, (b) the change is for a reasonable purpose, (c) the change was not reasonably known to either the City or Contractors at time of bid or else was mentioned as a possibility in the bid (such as a change in environmental regulation or other law); (d) the change is not significant enough to be reasonably regarded as an independent body of work; (e) the change could not have attracted a different field of competition; and (f) the change does not vary the essential identity or main purpose of the contract. The Buyer shall make this determination, and may make exceptions for immaterial changes, emergency or sole source conditions, or for other situations as required in the opinion of the Buyer. Note that certain changes are not considered an expansion of scope, including an increase in quantities ordered, the exercise of options and alternates in the bid, or ordering of work originally identified within the originating solicitation. If such changes are approved, changes are conducted as a written order issued by the City Purchasing Buyer in writing to the Contractor.
9. **Invoices:** Invoices must show line item detail and price for each. Invoices must provide the name of the City employee that placed the order, and the Contract number. If the pricing structure is based upon a discount below list, or a mark-up above cost, then the Contractor must provide a method for tracking the cost of the item to the City, with the City discount calculation displayed so that pricing discounts

can be easily tracked and verified by the City. Seattle will not be bound by prices contained in an invoice that are higher than those in the contract. Unless the higher price has been accepted by the City and the contract amended, the invoice may be rejected and returned to the Contractor for corrections.

For contracts where prevailing wages are required, the Contractor must include a statement that certifies Prevailing Wages have been paid by the Contractor and subcontractors, if any.

10. **Delayed Invoice Submittal:** Invoices must be submitted to the City within 60 days, of either the date the City received, inspected and accepted delivery of all goods, the date the City accepted final completion of all services, or the date of receipt of a correct invoice, whichever date is later.

11. **Payment:** Seattle agrees to compensate as specified herein or attached, in consideration of acceptable Contractor performance. Payment shall only be made for services performed and/or product delivered, after receipt, review and authorization by the City. If the City is unable to pay within the period allowed for early payment discount the payment term will revert to net thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services. Payment periods will be computed from the acceptance date after delivery of all goods, City acceptance after completion of all services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the contract. All dollars referenced in this Contract and attachments are US Dollars. Also see "Dispute" section for payment of items in Dispute.

12. **Late Invoice Payment:** If the City pays an invoice after the 30 day allowance, the Contractor may charge the City no more than 1% interest calculated per month upon the total invoice amount. The Contractor is not entitled to any late fees or penalties for late payments. (Per RCW Chapter 39.76.011)

13. **Overages/Underage:** Shipments shall match the purchase order, any unauthorized advance or excess shipments are returnable at Contractors expense. The City is not obligated to return overages and will not pay for overages.

14. **Taxes, Fees and Licenses.**

Fees and Licenses: Contractor shall pay for and maintain in a current status, any license fees, assessments, permit charges, etc., which are necessary for contract performance. It is the Contractor's sole responsibility to monitor and determine any changes or the enactment of any subsequent requirements for said fees, assessments, or charges and to immediately comply with said changes during the entire term of this Contract. Contractor must pay all custom duties, brokerage or import fees where applicable as part of the contract price. Contractor shall take all necessary actions to ensure that materials or equipment purchased are expedited through customs.

Taxes: Where required by State statute, ordinance or regulation, Contractor shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, Seattle agrees to pay State of Washington sales or use taxes on all applicable consumer services and materials purchased. No charge by the Contractor shall be made for federal excise taxes and Seattle agrees to furnish Contractor with an exemption certificate where appropriate.

Withholding payment for taxes/business license fees due the City of Seattle: If specified by Seattle Municipal Code the Director of the Department of Finance and Administrative Services may withhold payment due a City contractor pending satisfactory resolution of unpaid taxes and fees due the City.

Supplier is to calculate and enter the appropriate Washington State and local sales tax on the invoice. Tax is to be computed on new items after deduction of any trade-in, in accordance with WAC 458-20-247.

Rebate: If this Contract includes a rebate, the total rebate due to the City shall be paid in check to the City of Seattle, Department of Finance and Administrative Services (FAS), PO Box 94687, Seattle WA 98124-4687.

If the vendor agrees to Interlocal Agreement Sales on the Offer Form, sales conducted within this contract authority to other jurisdictions shall also incur the rebate which shall be calculated and paid to the City of Seattle, unless the City instructs the vendor otherwise through written notice. For the first year, rebates will be made for total payments made to the Vendor under this Contract, starting from the date of Contract award to June 30. For every year thereafter, the rebates will be made for total payments made to the Vendor for the period starting from July 1 of each year to June 30 of the following year.

Vendor shall track payments made by other Agencies utilizing this Contract via Inter-local Agreement. The City will provide the Vendor with a report showing the City's payments to the Vendor for the appropriate time period. Rebates will be due 30 days from Vendor's receipt of the City's report.

All monies spent between the City and the vendor are part of the rebate calculation, unless the vendor can clearly differentiate a spend category or separate contract that is not associated with the contract. If the Vendor's records conflict with the City's reports, Vendor shall contact the buyer and provide supporting documentation which shall consist of a report showing the 1) City Ordering Department/ Other Public Agency using this contract 2) Invoice Number, 3) Date of Invoice, 4) Dollar Amount "excluding" tax, 5) Any other relevant information. This report should also show all credits and

returns made by the City Departments.

If the rebate is late, the City reserves the right to "hold" all future invoice payments until the rebate has been issued, or to withhold the rebate amount from the next invoice payment due to the vendor.

15. **Pricing:** Pricing reflects the following Terms. These are in addition to annual Prevailing Wage adjustments if required. The Buyer may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or other circumstances beyond the control of both parties, as determined in the opinion of the Buyer. Such changes (whether increases or decreases) may only be issued by the City Purchasing Buyer (Department of Finance and Administrative Services). No other individual or City Department is authorized to approve such modifications. Changes shall be issued in writing by the City Purchasing Buyer. Absent a written contract document, such changes shall not be considered effective. The Change Order shall not require joint signature, and implies concurrence unless the Contractor rejects in writing immediately upon receipt of such a Change Order.

Requests for Price Decreases: Contractors can offer greater discounts or lower prices at any time when a specific order is placed or when a long-term change in costs allows the Contractor to offer a permanent change to the contract prices. Requests that reduce pricing charged to the City may be delivered to the City Purchasing Buyer at any time during the contract period. Such price reductions should use the same pricing structure as the original contract (i.e. discounts below list, mark-up above, fixed price, or hourly rates). The City may likewise initiate a request to the Contractor for price reductions, subject to mutual agreement of the Contractor.

Requests for Price Increases: Requests that increase costs to the City must be delivered to the City Purchasing Buyer in accordance to the rules below. No other employee may accept a rate increase request on behalf of the City. Any invoice that is sent to the City with pricing above that specified by the City in writing within this Contract or specified within an official written change issued by City Purchasing to this contract, shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the City would seek reimbursement of the overpayment or would withhold such overpayment from future invoices.

A. **Discount from Manufacturer List Pricing:** The City will not accept requests to change discount rates below Manufacturer List prices or mark-up above wholesale, except for those that are more favorable to the City than the original contract. As manufacturer list prices change, the net price to the City will automatically change in the same percentage as the discount rate to the City.

B. **One-time Purchase Order Prices:** For a one-time purchase, pricing shall be firm and fixed for that purchase, and shall not be subject to requests for price

increases by the Contractor. With this said, the Contractor may submit requests to reduce and decrease the price.

- C. **Hourly Rates or Service Pricing:** For multi-year contracts that provide services. The Contractor may submit a price reduction that implements a lower and more favorable cost to the City at anytime during the contract. Contractor requests for rate increases must be no sooner than two years after contract signature, are at the discretion of the Buyer; and must be:

1. The direct result of increases to wage rates and do not exceed the U.S. Dept. of Labor Consumer Price Index (CPI) for All Urban Consumers Seattle-Tacoma-Bremerton or other appropriate service rate index agreed upon between the Buyer and the Contractor.
2. Calculated over the previous 12-month period.
3. Not produce a higher profit margin than that on the original contract.
4. Clearly identify the service titles and the hours of service performed if specified within the contract and the before and after wage rates for such titles.
5. Be filed with Buyer a minimum of 90 calendar days before the effective date of proposed increase.
6. Be accompanied by detailed documentation acceptable to the Buyer sufficient to warrant the increase.
7. The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
8. Should not deviate from the original contract pricing scheme/methodology

- D. **Fixed Product Pricing:** For contracts that provide on-going, multiple year supply of products, the Contractor may submit notice of a price reduction that provides lower prices to the City, at any time during the contract. Requests by the Contractor to increase pricing shall be no sooner than two years after the execution of the contract, are at the discretion of the Buyer; and must also be:

1. The direct result of increases at the manufacturer's or supplier's level).
2. Incurred one (1) year after contract commencement date.
3. Not produce a higher profit margin than that on the original contract.
4. Clearly identify the items impacted by the increase.
5. Be filed with Buyer a minimum of 90 calendar days before the effective date of proposed increase.
6. Be accompanied by detailed documentation acceptable to the Buyer sufficient to warrant the increase.
7. The United States published indices such as the The U.S. Dept. Of Labor Consumer Price Index (CPI), Producer Price Index (PPI) or other data may be referenced to help substantiate the Contractor's documentation. The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.

8. Should not deviate from the original contract pricing scheme/methodology.

16. Catalogue and Manufacturer List Pricing: Upon City request, the Contractor shall provide access to the "Manufacturer's Current Price List" in electronic and/or paper format. Such requests may be for current catalogue pricing or for past catalogue that are within the term of the contract.

17. Order Cancellation - Returns and Restocking: Unless specified otherwise in the Solicitation the following shall apply:

- **Contractor Error:** No restocking charge for items ordered due to Contractor error. Contractor pays all shipping costs.
- **Stocked Items:** No restocking fee applies if new, unused, in original packaging and shipped back within 30 days of receipt by the City. Customer pays the shipping cost.
- **Non-Stocked Items:** Item(s) may be returned if new, unused, in original packaging and shipped back within 30 days of receipt. The Contractor may charge the customer reasonable expenses incurred up until the date of cancellation, expenses that could not be reasonably avoided or offset by the Contractor. In no event will the charge exceed 10% of the total cost of the order.
- **Non-Standard Items:** Items that are custom engineered and fabricated to design specifications may be returned under the terms negotiated between the parties upon request of the City.
- **Failure to perform:** If Contractor has presented a particular product as suitable and fit for the purpose described by the City herein or upon order by the City, and the product fails to perform as advised and/or specified, that shall be defined as a Contractor error. No restocking charge shall be charged to the City. Further, if such fitness could not have been determined until the product had been in use, the City may return the product opened and used within 30 days of receipt without penalty or charges due to the City.

18. Idling Prohibited (Delivery Services): Vehicles and/or diesel fuel trucks shall not idle at the time and location of the delivery to the City for more than five minutes. The City requires Contractors to utilize practices that reduce fuel consumption and emission discharge, including turning off trucks and vehicles during delivery of products to the City. Exceptions to this requirement include when a vehicle is making deliveries and associated power is necessary; when the engine is used to provide power in another device, and if required for proper warm-up and cool-down of the engine. Specific examples include "bucket" trucks that allow a worker to reach wires on telephone poles or tree branches for trimming; and vehicles with a lift on the back of a truck to

move products in and out of the truck. The City of Seattle has a commitment to reduction of unnecessary fuel emissions. The City intends to improve air quality by reducing unnecessary air pollution from idling vehicles. Limiting car and truck idling supports cleaner air, healthier work environments, the efficient use of city resources, the public's enjoyment of City properties and programs, conservation of natural resources, and good stewardship practices.

19. Travel and Direct Charges: If the specifications or scope of work for this purchase have specifically identified travel and/or direct costs that the City intends to reimburse, then the following requirements shall apply. All such expenses must be pre-approved in writing by the Project Manager. If the specifications and scope of work do not clearly identify such costs for compensation, then no compensation will be given.

- City will reimburse the Contractor at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses. Direct charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants or subcontractors.

- The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant/subcontractor paid invoices, and other supporting documents used by the Contractor to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All third party charges must be necessary for the services provided under this Contract.

- The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Seattle Travel Policy, details of which can be provided upon request.

- **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.

- **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate (excluding the "Incidental" portion of the published CONUS Federal M&I Rate) for the city in which the work is performed (the current Federal Per Diem daily meal rate can be provided upon request). Receipts are not required as documentation. The invoice shall state "the meals are being billed at the

Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.

- **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published Runzheimer Cost Index for the city in which the work is performed (the current maximum allowed reimbursement amount can be provided upon request). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

As an alternative, lodging may be billed at the published Federal Per Diem daily lodging rate for the city in which the work is performed. If this method is used, receipts are not required for documentation. If this method is used, the invoice shall state that "the lodging is being billed at the Federal Per Diem daily lodging rate."

- **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in effect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- **Miscellaneous other business expenses** Other miscellaneous third party business expenses if allowed by this contract (e.g. printing, photo development, binding, courier, etc): will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all third party miscellaneous expenses that are billed.
- **Subcontractor:** Subcontractor expenses if allowed by this contract will be reimbursed at the actual cost incurred and may not include a mark up. Copies of all subcontractor invoices that are rebilled to the City are required.

20. **Delivery Time:** Except when instructed otherwise, delivery must be made during normal working hours and within timeframes proposed by Contractor herein and as accepted by Seattle. Failure to comply may subject Contractor to non-delivery assessment charges and/or damages as

appropriate. Seattle reserves the right to refuse shipment when delivered before or after normal working hours. Contractor shall verify specific working hours of offices and so instruct carrier(s) to deliver accordingly. The acceptance by Seattle of late performance without objection or reservation shall not waive the right of Seattle to claim damages for such breach, nor preclude Seattle from pursuing any other remedy provided herein, including termination, nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor.

21. **Title, Risk of Loss, Freight, Overages or Underages:** Contractor warrants that he/she has properly produced, stored, packaged, boxed and shipped the products and goods for delivery, at Contractor's expense. No charges will be allowed for handling that includes but is not limited to packing, wrapping, bags, containers, or reels, unless otherwise stated herein. All deliveries are to be made to the applicable delivery location in accordance with Interstate Commerce Commission rules or as indicated in Purchase Order. When applicable, Contractor shall take necessary actions to safeguard items during inclement weather. Title of goods received under this contract shall remain with the Contractor until they are delivered, inspected and accepted at the address specified, at which time title passes to Seattle. Regardless of FOB point, Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery, inspection and acceptance by Seattle. Such loss, injury, or destruction shall not release Contractor from any obligations under. Prices include freight prepaid and allowed. Contractor assumes the risk of every increase, and receives the benefit of every decrease, in delivery rates and charges. Shipments shall correspond with the Contract; any unauthorized advance or excess shipment is returnable at Contractor's expense.
22. **Identification:** All invoices, packing slips, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written documents affecting this contract shall be identified by the applicable purchase order number. Packing lists shall be enclosed with each shipment, indicating the contents therein.
23. **Rejection of Goods:** Goods shall not be deemed accepted until he City completes receipt, inspection and acceptance. The City may reject goods upon notice to the Contractor without the requirement to specify the reason(s) for rejection. The City can return non-conforming goods, require Contractor to replace non-conforming goods, or require Contractor to repair non-conforming goods to meet requirements, at the Contractor cost.
24. **Liens:** Contractor warrants all products are free and clear of liens.

25. **Contract Notices:** Contract notices shall be delivered to the Buyer at the addresses specified in the solicitation.

26. **Representations:** Contractor represents and warrants that it has the requisite training, skill and experience necessary to provide Work and is appropriately accredited and licensed by all applicable agencies and governmental entities.

27. **Warranties:** Contractor warrants that all materials, equipment, and/or services provided under this Contract shall be fit for the purpose(s) for which intended, for merchantability, are properly packaged, proper instructions and warnings are supplied, that all goods comply with applicable safety and health standards, that an MSDS Sheet is supplied as required by law, and that products or services conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by Seattle shall not alter or affect the obligations of the Contractor or the rights of Seattle.

28. **Independent Contractor:** It is the intention and understanding of the Parties that Contractor shall be an independent contractor and that Seattle shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of the Contractor shall not be deemed to convert this Contract to an employment contract. It is recognized that Contractor may or will be performing work during the term for other parties and that Seattle is not the exclusive user of the services that Contractor provides.

29. **Inspection:** Work shall be subject, at all times, to inspection by and with approval of Seattle, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Work in accordance with this Contract, notwithstanding Seattle's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. Contractor shall provide sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

30. **Performance:** Acceptance by Seattle of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach, or terminate the contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.

31. **Affirmative Efforts:**

- **Employment Actions:** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Contractor shall take affirmative action to ensure that applicants

are employed, and that employees are treated during employment, without regard to their creed, religion, race, age, color, sex, national origin, marital status, political ideology, ancestry, sexual orientation, gender identity, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to employment, upgrading, promotion, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training.

- In accordance with Seattle Municipal Code Chapter 20.42, Contractor shall actively solicit the employment and subcontracting of women and minority group members when there are commercially useful purposes for fulfilling the scope of work.
- In the event Subcontracting is considered appropriate and feasible to contract performance, the Contractor shall develop a Subcontracting Plan, which also may be referred to as an Outreach Plan. The Subcontracting (Outreach) Plan shall specify the Contractor's affirmative efforts and an agreement to the City for subcontracting to women and minority businesses, and/or diverse employment. The Subcontracting (Outreach) Plan, as submitted and/or as agreed upon with the City thereafter, shall be incorporated as a material part of the Contract. In preparing the Subcontracting (Outreach) Plan, Contractors shall actively solicit qualified, available and capable women and minority-owned businesses to perform the subcontracting work for the contract. The Contractor shall submit the Subcontracting (Outreach) Plan to the City with the solicitation and/or prior to contract execution. At the request of the City, Contractor shall promptly furnish evidence of the Contractor's compliance with these requirements, which may include a list of all subcontractors and/or WMBE subcontractors, and may include a request for copies of the executed agreements between the Contractor and subcontractors, invoices and/or performance reports.
- If upon investigation, the Director of Finance and Administrative Services finds probable cause to believe that the Contractor has failed to comply with the requirements of this Section, the Contractor shall notified in writing. The Director of Finance and Administrative Services shall give Contractor an opportunity to be heard, after ten calendar days' notice. If, after the Contractor's opportunity to be heard, the Director of Finance and Administrative Services still finds probable cause, s/he may suspend the Contract and/or withhold any funds due or to become due to the Contractor, pending compliance by the Contractor with the requirements of this Section.
- Any violation of the mandatory requirements of this Section, or a violation of Seattle Municipal Code Chapter 14.04 (Fair Employment Practices), Chapter 14.10 (Fair Contracting Practices), Chapter 20.45 (City Contracts – Non-Discrimination in Benefits), or other

local, state, or federal non-discrimination laws, shall be a material of contract for which the Contractor may be subject to damages and sanctions provided for by the Contractor Contract and by applicable law. In the event the Contractor is in violation of this Section shall be subject to debarment from City contracting activities in accordance with Seattle Municipal Code Section 20.70 (Debarment).

32. Assignment and Subcontracting: Contractor shall not assign or subcontract any of its obligations under this Contract without Seattle's written consent, which may be granted or withheld in Seattle's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Contract except Equal Benefit provisions. Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract, except for Equal Benefit provisions. Seattle's consent to any assignment or subcontract shall not release the Contractor from liability under this Contract, or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.

33. Key Persons and Subcontractors. Contractor shall not transfer, reassign or replace any individual or subcontractor that is determined to be essential or that has been agreed upon in the Contractor's Subcontracting (Outreach) Plan, without express written consent of Seattle. If during the term of this Contract, any such individual leaves the Contractor's employment or any named subcontract is terminated for any reason, Contractor shall notify Seattle and seek approval for reassignment or replacement with an alternative individual or subcontractor. Upon Seattle's request, the Contractor shall present to Seattle, one or more subcontractors or individual(s) with greater or equal qualifications as a replacement. Continued achievement of the Subcontracting (Outreach) Plan that was incorporated into this Contract by reference, if any, and the associated subcontract awards, aspirational goals and efforts, will be one of the considerations in approval of such changes. Seattle's approval or disapproval shall not be construed to release the Contractor from its obligations under this Contract.

34. Involvement of Current and Former City Employees. If a Contractor has any current or former City employees, official or volunteer, working or assisting on solicitation of City business or on completion of an awarded contract, you must provide written notice to City Purchasing of the current or former City official, employee or volunteer's name. The Vendor Questionnaire within your bid documents prompts you to answer that question. You must continue to update that information to City Purchasing during the full course of the contract. The Vendor is to be aware and familiar with the Ethics Code, and educate vendor workers accordingly.

35. Equal Benefits.

Compliance with SMC Ch. 20.45: The Contractor shall comply with the requirements of SMC Ch. 20.45 and Equal Benefits Program Rules implementing such requirements, under which the Contractor is obligated to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the Contractor provides to its employees with spouses. At Seattle's request, the Contractor shall provide complete information and verification of the Contractor's compliance with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material breach of this Contract. (For further information about SMC Ch. 20.45 and the Equal Benefits Program Rules call (206) 684-0430 or review information at <http://cityofseattle.net/contract/equalbenefits/>.)

Remedies for Violations of SMC Ch. 20.45: Any violation of this section shall be a material breach of Contract for which the City may:

- Require the Contractor to pay actual damages for each day that the Contractor is in violation of SMC Ch. 20.45 during the term of the Contract; or
- Terminate the Contract; or
- Disqualify the Contractor from bidding on or being awarded a City contract for a period of up to five (5) years; or
- Impose such other remedies as specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated there under.

36. Publicity: No news release, advertisement, promotional material, tour, or demonstration related to the City's purchase or use of the Contractor's product or any work performed pursuant to this Contract shall be produced, distributed or take place without the prior, specific written approval of the City's Project Director or his/her designee.

37. Proprietary and Confidential Information:

1. Contractor understands that any records (including but not limited to bid or proposal submittals, the Agreement, and any other contract materials) it submits to the City, or that are used by the City even if the Contractor possesses the records, are public records under Washington State law, RCW Chapter 42.56. Public records must be promptly disclosed upon request unless a statute exempts them from disclosure. The Contractor also understands that even if part of a record is exempt from disclosure, the rest of that record generally must be disclosed.

2. If the City receives a public disclosure request made pursuant to RCW 42.56, the City will not assert an exemption from disclosure on behalf of the Contractor. For materials that the Contractor has properly marked, the City may notify the Contractor of the request and postpone disclosure for ten business days to allow the

Contractor to file a lawsuit seeking an injunction preventing the release of documents pursuant to RCW 42.56.540. Any notification is provided as a courtesy and is not an obligation on behalf of the City. Unless the Contractor obtains and serves an injunction upon the City before the close of business on the tenth business day after the date of the notification, the City may release the documents. It is the Contractor's discretionary decision whether to file the lawsuit.

3. In order to request that material not be disclosed until receipt of notification of a public disclosure request, you must identify the specific materials and citations very clearly on the City Contractor Questionnaire that you believe are exempt from disclosure. The City will not withhold material for notification if the Contractor simply marked confidential on the document header, footer, stamped on all pages, or offered a generic statement that the entire document is protected. Only material specifically listed and properly cited on the Contractor Questionnaire will be temporarily withheld until the City provides notification of a public disclosure request.

4. If the Contractor does not obtain and serve an injunction upon the City within 10 business days of the date of the City's notification of the request, the Contractor is deemed to have authorized releasing the record.

5. If the Contractor does not submit a request within the Contractor Questionnaire, the Contractor is deemed to have authorized releasing any and all information submitted to the City.

6. Notwithstanding the above, the Contractor must not take any action that would affect (a) the City's ability to use goods and services provided under this Agreement or (b) the Contractor's obligations under this Agreement.

7. The Contractor will fully cooperate with the City in identifying and assembling records in case of any public disclosure request.

38. **Indemnification:** To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the City. As to the City of Seattle, the Contractor waives any immunity it may have under RCW Title 51 or any other Worker's Compensation statute. The parties acknowledge that this waiver has been negotiated by them, and that the contract price reflects this negotiation.

39. **Insurance:** Unless specified otherwise, the following is in effect. Contractor shall maintain at its own expense at all times during the term of this Contract the following insurance with limits of liability consistent with those generally carried by similarly situated enterprise:

1. **Minimum Coverages and Limits of Liability.** Contractor shall at all times during the term of this Agreement maintain continuously, at its own expense, minimum insurance coverage's and limits of liability as specified below:

A. **Commercial General Liability (CGL)** insurance, including:
 - Premises/Operations
 - Products/Completed Operations
 - Personal/Advertising Injury
 - Contractual
 - Independent Contractors
 - Stop Gap/Employers Liability

With minimum limits of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage ("CSL"), except:

\$1,000,000 Personal/Advertising Injury
 \$1,000,000 each /disease/employee Stop Gap/Employer's Liability

B. **Automobile Liability** insurance, including coverage for owned, non-owned, leased or hired vehicles with a minimum limit of liability of \$1,000,000 CSL.

C. **Worker's Compensation** for industrial injury to Contractor's employees in accordance with the provisions of Title 51 of the Revised Code of Washington.

2. **Seattle as Additional Insured.** The City of Seattle shall be included as an additional insured under CGL and Automobile Liability insurance for primary and non-contributory limits of liability.

3. **No Limitation of Liability.** The limits of liability specified herein in subparagraph 1.A. are minimum limits of liability only and shall not be deemed to limit the liability of Contractor or any Contractor insurer except as respects the stated limit of liability of each policy. Where required to be an additional insured, the City of Seattle shall be so for the full limits of liability maintained by Contractor, whether such limits are primary, excess, contingent or otherwise.

4. **Minimum Security Requirement.** All insurers must be rated A- VII or higher in the current A.M. Best's Key Rating Guide and licensed to do business in the State of Washington unless coverage is issued as surplus lines by a Washington Surplus lines broker.

5. **Self-Insurance.** Any self-insured retention not fronted by an insurer must be disclosed. Any defense costs or claim payments falling within a self-insured retention shall be the responsibility of Contractor.

6. **Evidence of Coverage.** Prior to performance of any scope of work, Contractor shall provide certification of insurance acceptable to the City evidencing the minimum coverage's and limits of liability and other requirements specified herein. Such certification must include a copy of the policy provision documenting that the City of Seattle is an additional insured for commercial general liability insurance on a primary and non-contributory basis.

40. **Audit:** Upon request, Contractor shall permit Seattle, and any other governmental agency involved in the funding of the Work ("Agency"), to inspect and audit all pertinent books and records of Contractor, any subcontractor, or any other person or entity that performed work in connection with or related to the Work, at any and all times deemed necessary by Seattle or Agency, including up to six years after the final payment or release of withheld amounts has been made under this Contract. Such inspection and audit shall occur in King County, Washington or other such reasonable location as Seattle or Agency selects. The Contractor shall supply Seattle with, or shall permit Seattle to make, a copy of any books and records and any portion thereof. The Contractor shall ensure that such inspection, audit and copying right of Seattle and Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Contract. *Also see Federal provisions for federal access when this contract is paid in part or in whole by federal fund sources.*

41. **Contractual Relationship:** The relationship of Contractor to Seattle by reason of this Contract shall be that of an independent contractor. This Contract does not authorize Contractor to act as the agent or legal representative of Seattle for any purpose whatsoever. Contractor is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of Seattle or to bind Seattle in any manner or thing whatsoever.

42. **Supervision and Coordination:** Contractor shall:

- Competently and efficiently, supervise and direct the implementation and completion of all contract requirements specified herein.
- Designate in its bid or proposal to Seattle, a representative(s) with the authority to legally commit Contractor's firm. All communications given or received

from the Contractor's representative shall be binding on the Contractor.

- Promote and offer to City of Seattle employees only those materials, equipment and/or services as stated herein and allowed for by contractual requirements. Violation of this condition will be grounds for contract termination.

43. **Compliance with Law:**

- **General Requirement:** The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

- **Licenses and Similar Authorizations:** The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.

- **Taxes:** The Contractor shall pay, before delinquency, all taxes, import duties, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Contract.

44. **No Gifts or Gratuities:** Contractor shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official, that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Contractor. Promotional items worth less than \$25 may be distributed by the Contractor to City employees if the Contractor uses the items as routine and standard promotions for business. Any violation of this provision may result in termination of this Contract. Nothing in this Contract prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

45. **Contract Workers with 1,000 Hours:** Throughout the life of the Contract, Contractor shall provide written notice to City Purchasing and the City Project Manager of any contract worker that shall perform more than 1,000 hours of contract work for the City within a rolling 12-month period. Such hours include those that the contract worker performs for the Contract, and any other hours that the worker performs for the City under any other contract. Such workers are subject to the requirements of the City Ethics Code, Seattle Municipal Code 4.16. The Contractor shall advise their

Contract workers as applicable.

46. Intellectual Property Rights:

Patents: Contractor hereby assigns to Seattle all rights in any invention, improvement, or discovery, together with all related information, including but not limited to, designs, specifications, data, patent rights and findings developed in connection with the performance of Contract or any subcontract hereunder. Notwithstanding the above, the Contractor does not convey to Seattle, nor does Seattle obtain, any right to any document or material utilized by Contractor that was created or produced separate from this Contract or was preexisting material (not already owned by Seattle), provided that the Contractor has clearly identified in writing such material as preexisting prior to commencement of the Work. To the extent that preexisting materials are incorporated into the Work, the Contractor grants Seattle an irrevocable, non-exclusive, fully paid, royalty-free right and/or license to use, execute, reproduce, display, and transfer the preexisting material, but only as an inseparable part of the Work.

Copyrights: For materials and documents prepared by Contractor in connection with Work, Contractor shall retain the copyright (including the right of reuse) whether or not the Work is completed. Contractor grants to Seattle a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the Contractor for Seattle under this Contract. If requested by Seattle, a copy of all drawing, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs and other storage facilities), software programs or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by Seattle in connection with the Work, shall be promptly delivered to Seattle.

Seattle may make and retain copies of such documents for its information and reference in connection with their use on the project. The Contractor does not represent or warrant that such documents are suitable for reuse by Seattle, or others, on extensions of the project, or on any other project. Contractor represents and warrants that it has all necessary legal authority to make the assignments and grant the licenses required by this Section.

47. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Contract.

48. Binding Effect: The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

49. Waiver: No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any

waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by Seattle of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by Seattle of the breach or default of any covenant, term or condition unless otherwise this is expressly agreed to by Seattle, in writing. 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 the same or similar type.

50. Anti-Trust: Seattle maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore the Contractor hereby assigns to Seattle any and all claims for such overcharges except overcharges which result from antitrust violations commencing after the price is established under this contract and which are not passed on to Seattle under an escalation clause.

51. Applicable Law: This Contract shall be construed under the laws of the State of Washington. The venue for any action relating to this Contract shall be in the Superior Court for King County, State of Washington.

52. Remedies Cumulative: Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

53. Captions: The titles of sections, or subsections, are for convenience only and do not define or limit the contents.

54. Severability: Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.

55. Disputes: Seattle and Contractor shall maintain business continuity to the extent practical while pursuing disputes. Any dispute or misunderstanding that may arise under this Contract concerning Contractor's performance shall first be resolved, if mutually agreed to be appropriate, through negotiations between the Contractor's Project Manager and Seattle's Project Manager, or if mutually agreed, referred to the City's named representative and the Contractor's senior executive(s). Either party may decline or discontinue such discussions and may then pursue other means to resolve such disputes, or may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either party to terminate the contract in accordance with the termination provisions herein.

Notwithstanding above, if Seattle believes in good faith that some portion of Work has not been completed satisfactorily, Seattle may require Contractor to correct such work prior to Seattle payment. In such event, Seattle must clearly and reasonably provide to Contractor an explanation of the

concern and the remedy that Seattle expects. Seattle may withhold from any payment that is otherwise due, an amount that Seattle in good faith finds to be under dispute, or if the Contractor does not provide a sufficient remedy, Seattle may retain the amount equal to the cost to Seattle for otherwise correcting or remedying the work not properly completed.

56. Termination:

For Cause: Seattle may terminate this Contract if the Contractor is in material breach of any of its terms, and such breach has not been corrected to Seattle's reasonable satisfaction in a timely manner.

For City's Convenience: Seattle may terminate this Contract in whole or in part, without cause and for any reason including Seattle's convenience, upon written notice to the Contractor.

Nonappropriation of Funds: Seattle may terminate this Contract at any time without notice due to nonappropriation of funds, whether such funds are local, state or federal grants, and no such notice shall be required notwithstanding any notice requirements that may be agreed upon for other causes of termination.

Acts of Insolvency: Seattle may terminate this Contract by written notice to Contractor if the Contractor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.

Termination for Gifts or Gratuities: Seattle may terminate this Contract by written notice to Contractor if Seattle finds that any gratuity in the form of entertainment, a gift, or otherwise, was offered to or given by the Contractor or any agent therefor to any City official, officer or employee, as defined above.

Notice: Seattle is not required to provide advance notice of termination. Notwithstanding, the Buyer may issue a termination notice with an effective date later than the termination notice itself. In such case, the Contractor shall continue to provide products and services as required by the Buyer until the effective date provided in the termination notice.

Actions upon Termination: In the event of termination not the fault of the Contractor, the Contractor shall be paid for the services properly performed prior to termination, together with any reimbursable expenses then due, but in no event shall such compensation exceed the maximum compensation to be paid under the Contract. The

Contractor agrees that this payment shall fully and adequately compensate the Contractor and all subcontractors for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Contract. Upon termination for any reason, the Contractor shall provide Seattle with the most current design documents, contract documents, writings and other product it has completed to the date of termination, along with copies of all project-related correspondence and similar items. Seattle shall have the same rights to use these materials as if termination had not occurred.

57. Force Majeure – Suspension and Termination: This section applies in the event that either party is unable to perform the obligations of this contract because of a Force Majeure event as defined herein, to the extent that the Contract obligations must be suspended in full. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body, which prevents performance.

Force Majeure under this Section shall only apply in the event that performance is rendered not possible by either party or its agents. Should it be possible to provide partial performance that is acceptable to the City under Section #2 (Emergencies or Disasters), Section #2 below shall instead be in force.

Should either party suffer from a Force Majeure event and is unable to provide performance, such party shall give notice to the remaining party as soon as practical and shall do everything possible to resume performance.

Upon receipt of such notice, the party shall be excused from such performance as is affected by the Force Majeure Event for the period of such Event. If such Event affects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such Event.

58. Major Emergencies or Disasters: The City may undergo an emergency or disaster that may require the Contractor to either increase or decrease quantities from normal deliveries, or that may disrupt the Contractor's ability to provide normal performance. Such events may include, but are not limited to, a storm, high wind, earthquake, flood, hazardous material release, and transportation mishap, loss of any utility service, fire, terrorist activity or any combination of the above. In such events, the following shall apply.

- (a) The City shall notify the Contractor that the City is experiencing an emergency or disaster, and will request emergency and priority services from the Contractor.
- (b) The City may request that the Contractor provide either increased or decreased quantities from traditional orders, or may request Contractor provide additional products or services.

- (c) Upon such notice by the City, the Contractor shall make reasonable efforts to provide the City the materials in the quantities requested and within the schedule specified by the City, adhering to the conditions in this Section.
- (d) The City of Seattle shall be the customer of first priority for the Contractor, except where preceded by State or Federal government mandates. The Contractor shall provide its best and priority efforts to provide the requested goods and/or services to the City of Seattle in as complete and timely manner as possible. Such efforts by the Contractor are not to be diminished as a result of Contractor providing service to other customers, except as mandated by State or Federal governments.
- (e) If the Contractor is unable to respond in the time and/or quantities requested by the City, the Contractor shall promptly assist the City to the extent practicable, to gain access to alternative materials and/or services. This may include:
 - a. Coordinating with other distributors or subsidiaries beyond those in the local region to fulfill order requests;
 - b. Offering the City substitutions provided the Contractor obtains prior approval from the City for such substitution.

The Contractor shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). However, in the event that the City's request results in the Contractor incurring unavoidable additional costs and causes the Contractor to increase prices in order to obtain a fair rate of return, the Contractor shall charge the City a price not to exceed the cost/profit formula found in this Contract.

59. Interlocal Cooperation Act: RCW 39.34 allows cooperative purchasing between public agencies, and other political subdivisions. SMC 20.60.100 also allows non profits to use these agreements. Such agencies that file an Intergovernmental Cooperative Purchasing Agreement with the City of Seattle may purchase from Contracts established by the City. Unless Contractor declines on the Offer submitted by the Seller to the City, the Contractor agrees to sell additional items at the bid prices, terms and conditions, to other eligible governmental agencies that have such agreements with the City. The City of Seattle accepts no responsibility for the payment of the purchase price by other governmental agencies. Should the Contractor require additional pricing for such purchases, the Contractor is to name such additional pricing upon Offer to the City.

60. City Debarment: In accordance with SMC Ch. 20.70, the Director of Finance and Administrative Services or designee may debar a Contractor from entering into a Contract with the City or from acting as a subcontractor on any Contract with the City for up to five years after determining that any of the following reasons exist:

- 1) Contractor has received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City Contracts.
- 2) Contractor failed to comply with City ordinances or Contract terms, including but not limited to, ordinance or Contract terms relating to small business utilization, discrimination, prevailing wage requirements, equal benefits, or apprentice utilization.
- 3) Contractor abandoned, surrendered, or failed to complete or to perform work on or in connection with a City Contract.
- 4) Contractor failed to comply with Contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards.
- 5) Contractor submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a Contract.
- 6) Contractor colluded with another contractor to restrain competition.
- 7) Contractor committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Contract for the City or any other government entity.
- 8) Contractor failed to cooperate in a City debarment investigation.
- 9) Contractor failed to comply with SMC 14.04, SMC Ch. 14.10, SMC Ch. 20.42, or SMC Ch. 20.45, or other local, State, or federal non-discrimination laws.

The Director may issue an Order of Debarment after adhering to the procedures specified in SMC 20.70.050. The rights and remedies of the City under these provisions are in addition to any other rights and remedies provided by law or under the Contract.

61. Recycled Product Requirements: To promote and encourage environmentally sustainable practices for companies doing business with the City, the City requires that Contractors under City contract use environmentally preferable products in production of City work products.

Green Seal Products: Contractor shall use Green Seal, Eco-Logo or other certified cleaning products if approved by the City, in performance of all cleaning and janitorial work to protect the health, safety, wellness and environmentally sustainable practices that the City requires of companies doing business with the City. Cleaning products, floor care products and other products used in the performance of work that carry a Green Seal certification are required. The Bidder shall identify the products that the Bidder intends to use at the City facilities and shall list them on the Offer Form, with a notation to confirm the Green Seal product

certification. The Green Seal website is: <http://www.greenseal.org/findaproduct/index.cfm>. The City has contracts with various Contractors who will supply the winning Bidder with Green Seal certified products for use in performance of City contract work, at City contract pricing. For the list of Contractors, contact the City Buyer.

Paper and Paper Product Requirements: The City desires use of 100% PCF (post consumer recycled content, chlorine-free) paper, to comply with the City Executive Order and to encourage environmentally preferable practices for City business. Such paper is available at City contract prices from Keeney's Office Supplies at 425-285-0541.

The City prohibits vinyl binders. The City prefers 100% recycled stock Binders. "Rebinders" are a product that fit this requirement and are available at City contract prices from Complete Office at 206-628-0059 or Keeney's Office Supplies at 425-285-0541. Please do not use binders or plastic folders, unless essential. Note - Keeney's is a Women Owned Firm and may be noted on your Outreach Plan.

Contractors shall duplex materials prepared for Seattle under this Contract, whether materials are printed or copied, except when impracticable due to the nature of the product. This is executed under the Mayor's Executive Order, issued February 13, 2005.

62. **Workers Right to Know:** "Right to Know" legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-800-108 requires among other things that all manufacturers/distributors of hazardous substances, including any of the items listed on this ITB, RFP or contract bid and subsequent award, must include with each delivery completed Material Safety Data Sheets (MSDS) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with: the identity of the hazardous material, appropriate hazardous warnings, and the Name and Address of the chemical manufacturer, importer, or other responsible party. Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients; and "routes of entry" of the product(s) in question.

63. **Davis Bacon Act.**

If this work has federal funding, work in this contract is subject to prevailing wage requirements for both the State (RCW Chapter 39.12) and federal (Davis-Bacon and related acts), if such work has an applicable wage category. The Contractor and all subs must then comply with the Davis-Bacon Act (includes (40 U.S.C. 276a to a-7) and related Acts (Walsh-Healy Public Contracts Act for manufacturer, and the McNamara-O'Hara Service Contract Act for services), as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and

Assisted Construction").

64. The Contractor and every Subcontractor must then pay the greater of the State prevailing wage rates and the federal prevailing wage rates as issued by the Secretary of Labor, on a classification by classification basis. Contractors shall be required to pay wages not less than once a week. The Contractor shall report all suspected or reported violations to the City. <http://www.gpo.gov/davisbacon/wa.html>

65. **Prevailing Wage Requirements.**

- a. If this contract is subject to prevailing wages, as required by RCW 39.12 (Prevailing Wages on Public Works) and RCW 49.28 (Hours of Labor) as amended or supplemented, Contractor shall be responsible for compliance by the Contractor and all subcontractors with all provisions herein.
- b. **Filing Your Intent:** The awarded Contractor and all subcontractors shall file an Intent to Pay Prevailing Wage Form concurrent with the execution of the contract.
 - To do so, the Contractor and any of their subcontractors will require a Contract Number and Start Date. The Buyer will tell you the Contract Number; the start date is the date your contract is signed.
 - The Contractor shall then promptly submit the Intent to the Department of Labor & Industries (L&I) for approval.
 - The Contractor also shall require any subcontractor to also file an Intent with L&I.
 - This must be done online at the L&I website: <http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp>.
 - If unable to file on-line, a paper copy of the approved Intent shall instead be promptly provided to the Buyer.
 - The Contractor shall notify the Buyer of the Intents that are filed by both the Contractor and all subs,
- c. Contractor and any subcontractor shall not pay any laborer, worker or mechanic less than the prevailing hourly wage rates that were in effect at the time of bid opening for the worker classifications that are provided for under Prevailing Wages as issued by the State of Washington for the County in which the work shall be performed.
- d. Vocationally handicapped workers, i.e. those individuals whose earning capacity is impaired by physical or mental deficiency or injury, may be employed at wages lower than the established prevailing wage. The Fair Labor Standards Act requires that wages based on individual productivity be paid to handicapped workers employed under certificates issued by the Secretary of Labor. These certificates are acceptable to the Department of

Labor and Industries. Sheltered workshops for the handicapped may submit a request to the Department of Labor and Industries for a special certificate, which would, if approved, entitle them to pay their employees at wages, lower than the established prevailing wage.

- e. In certain situations, an Intent to Pay Prevailing wages shall be filed with the L&I and the Buyer, but the Contractor may indicate an exception on the Intent form that exempts the prevailing wages rates for the following:
 - Sole owners and their spouse.
 - Any partner who owns at least 30% of a partnership.
 - The president, vice-president, and treasurer of a corporation if each one owns at least 30% of the corporation.
 - Workers regularly employed on monthly or per diem salary by state or any political subdivision created by its laws.
- f. Prevailing Wage rates in effect at the time of bid opening are attached. These wages remain in effect for the duration of this contract, except for annual adjustments required by this agreement for multi-year contracts (where contract is longer than one year) and for building service maintenance (janitorial, waxers, shampooers, and window cleaners).
- g. It is the sole responsibility of the Contractor to assign the appropriate classification and associate wage rates to all laborers, workers or mechanics that perform any work under this contract, in conformance with the scope of work descriptions of the Industrial Statistician of the Washington State Department of Labor and Industries.
- h. With each invoice, Contractor will attach or write a statement that wages paid were compliant to applicable Prevailing Wage rates, including the Contractor and any subcontractors.
- i. Upon contract completion, Contractor shall file the Affidavit of Wages Paid (form L700-007-000) approved by the Industrial Statistician of Washington L&I. This may be performed on-line if the Contractor has initiated the original Intent to Pay Prevailing Wage process on line. The receipt of the approved affidavit is required before Seattle can pay the final invoice. The City may withhold payment on any invoice due the Contractor until the approved affidavit is received.
- j. The Contractor shall also ensure that each Subcontractor likewise files an Affidavit.
- k. The Contractor shall notify the Buyer and provide a copy of the Affidavit(s).
- l. For jobs above \$10,000, Contractor is required to post for employees' inspection, the Intent form including the

list of the labor classifications and wages used on the project. This may be posted in the nearest local office, for road construction, sewer line, pipeline, transmission line, street or alley improvement projects as long as the employer provides a copy of the Intent form to the employee upon request.

- m. In the event any dispute arises as to what the prevailing wages are for this Contract, and the dispute cannot be solved by the parties involved, the matter shall be referred to the Director of the Department of Labor and Industries of the State of Washington. In such case, the Director's decision shall be final, conclusive and binding on all parties. If the dispute involves a federal prevailing wage rate, the matter shall be referred to the U.S. Secretary of Labor for a decision. In such case, the Secretary's decision shall be final, conclusive and binding on all parties.

Prevailing Wage rate changes for Service Contracts greater than one year in duration:

- a. This provision only applies to service contracts that continue beyond a single year in duration, including building service maintenance contracts (janitorial service contractors and work performed by janitors, waxers, shampooers, and window cleaners) and to multi-year service contracts.
 - b. Contractor and any subcontractor must pay at least the prevailing wage rates that were in effect at time of bid throughout the duration of the contract.
 - c. Each contract anniversary thereafter, Contractor and any subcontractors shall review the then current Prevailing Wage Rates. The Contractor shall increase wages paid if required to meet no less than the current wage rates in effect at the time of the contract anniversary.
 - d. Any price or rate increases made as a result of a change in the prevailing wages will be compensated by the City on a pass through basis if the Contract requests a price increase in accordance with the price increase request requirements provided elsewhere in this contract. The Contractor must follow the contract instructions for pricing increases, notifying the Buyer at least 45 days prior to the contract anniversary date of any resulting price increase and documenting the increase.
66. **Background/Criminal History Checks:** The City may require background/criminal checks during the course of the contract for essential City purposes. The City does not intend to request background checks/verifications unless essential in the opinion of the City. Note that, in particular, Seattle City Light has regulatory requirements promulgated by organizations with jurisdiction over Seattle City Light, which require

any contract worker that has access to certain locations/systems/data ("SCL Designated Access") to undergo a background/criminal check before that worker can have authorized cyber or authorized unescorted physical access to those locations/systems/data. The requirements apply to all Contractor workers and mandate an appropriate Personnel Risk Assessment and security awareness training as directed by Seattle City Light. This section covers background/criminal checks for Contractor workers before they work on certain City tasks, systems and/or locations, to include the discovery and verification of criminal convictions and civil findings. The City may, at its option, determine that only a criminal history check will be performed. This section also covers the requirements if cyber security training is required.

If the City notifies the Contractor to undergo background/criminal checks or cyber security training for Contractor workers, the following shall apply.

A. General Requirements

1. The City shall alert the Contractor that the contract task is "High Security" at the time the work request is made to the Contractor or as soon as practical thereafter.
 2. Should the Contractor believe it cannot meet these obligations by the scheduled work start dates, the Contractor may seek mutual agreement to a revised start date, or if none is reached, decline the work.
 3. The City may require that any Contractor worker receiving SCL Designated Access undergo a background/criminal history check and receive appropriate cyber security training. The Seattle Police Department (SPD) shall conduct all criminal history checks for Seattle Police Department services.
 4. The Contractor shall provide a list of names, specified identification information (social security number, birth date and address) and a release signed by the worker for the City to perform a background/criminal history check. Contractor must provide the information to the City before any worker will receive be cleared for work. The list must be submitted at a date mutually agreed upon.
 5. The City will conduct a background check using either the Seattle Police Department or any agency with whom the City selects. The City will review the resultant background/criminal history check results. The City shall notify the Contractor of acceptance or rejection of personnel in a timely manner. The City will perform the background check at City cost.
 6. For workers rejected by the City, the Contractor will submit to the City alternative names for background checks. Contractor will submit those names promptly, as mutually agreed upon between the Contractor and the City.
 7. The Contractor has responsibility to obtain City approval for a sufficient quantity of personnel to provide adequate coverage during the contract term. The City may allow the Contractor to submit a greater number of individuals for background checks and approval than is necessary to accomplish the contract tasks, in order to assure adequate coverage for the contract work (i.e. receive authorization for back-up crew members in the event of an absence by a scheduled crew member).
- Notwithstanding the schedules and responsibilities herein, the City and the Contractor may need to consider individuals for emergency replacement in the event a worker cannot perform or is terminated. In such event, the City may allow the Contractor to submit additional names in anticipation of such future need.
8. The City shall not unreasonably withhold approval of such individuals, although the City is not under the obligation to accept individuals that would otherwise be rejected as not suitable.
 9. The Background/Criminal check must be renewed every four years for Contractor workers. If the worker was required by the City to undergo a background check and/or cyber security training, the Contractor must likewise notify the City when that worker approaches four years. This notice to the City must be no less than sixty (60) days before the end of the four-year period. At that time, to comply with appropriate regulatory requirements, the City may require another background check/criminal.
 10. The Contractor shall provide to the City, no less than eight (8) hours from when the status change becomes effective, notice of any Contractor worker who is: (i) reassigned or no longer requires Designated Access to perform the contract tasks, or (ii) terminated by the Contractor for any reason. In no case shall such notice be greater than eight (8) hours.
 11. The Contractor shall immediately notify the City Project Manager to report if a worker has a change in criminal history or background status. The City may initiate a new

background/criminal check for this or other cause during the term of the worker's access to the City.

12. For furniture moves, on the day(s) of service, at the job site, the Crew Chief is to submit the names of those present at the job site to the City Building Service Manager. The City Project Manager is responsible for rejecting any individuals that have not been approved by the City. Should such a rejection result in a failure by the Contractor to meet the Contractor obligations for a crew of sufficient size to complete the move, the Contractor assumes all resulting liabilities and damages in accordance with the contract and all terms and conditions.

B. **Cyber Training Requirements:** If applicable, the City may require that any Contractor worker receive appropriate cyber security training. Such workers must receive cyber security training once each year they work under the contract.

C. **Routine Elements of a Background/Criminal Report:** Routine background/criminal history check reports shall include identity verification (e.g. social security number verification) and a search of records from any federal, state or county court in the United States, an international records search, and records of all convictions or releases from prison within the last ten (10) years.

D. **Non-Routine Elements of a Background/Criminal Report**

1. The City may search for dependency actions.
2. The City may search for information on protection proceedings related to sex offender, assault, abuse, or exploitation of a minor, developmentally disabled person, or vulnerable adult, or domestic relations proceedings.
3. The City may search for additional information detail, as determined by the City, above and beyond the scope of a routine background/criminal history check as defined in Section C, General requirements.
4. If the required access for the worker is subject to NERC, the City will require all workers to undergo annual Cyber Security Training offered by Seattle City Light. The workers will be paid for the time they spend in such training. If this requirement applies, the City will require the Contractor to submit a list of such workers and their status of Cyber Training annually upon contract anniversary.

67. Security Access Requirements

Contractors' Use of Premises

1. Contractor workers shall have only limited use of the premises for work, storage, access, and equipment.
2. Material/equipment staging areas will be limited to floors and areas designated within the Scope of Work. Maintain clear access to site and building entrances.
3. Driveway use will be limited to loading and unloading only.
4. For furniture moves, the Contractor shall be granted the use of up to two parking spaces in the Seattle Municipal Tower parking structure to be paid by the Contractor. Arrangements for the use of these two spaces must be made through the Building Management. Other parking spaces in the structure are available at the regular rates. Special parking arrangements may be made through IMPARK Inc., the garage operator at 628-9042.
5. Restrooms may have restricted access, as appropriate to the Scope of Work.
6. All workers who must provide services or delivery at a SCL facility must obtain prior permission from SCL and make arrangements for an SCL escort or background check is appropriate to the work while on the facility site.

Related Requirements and Documents

1. All Contractor employees at the job site shall wear identification that is prominent and clearly marked, which clearly identifies the individual as an employee with the building services company.
2. When appropriate, Contractors will be issued a Departmental Identification/Access Badge, for the designated contract period, giving them access to the facility for which they require access. These Identification/Access Badges will be returned to the Department at the completion of the contract.

Federal Provisions

68. **Equal Employment Opportunity:** All Contractors must comply with federal Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

69. **Civil Rights Act Title VI:** The Contractor must comply with

the provisions of the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to, discrimination under any program or activity receiving federal financial assistance.

70. **Audit:** Seattle, the Federal grant agency if any, the Comptroller General of the United States, or any of their duly authorized representatives shall be provided access to any books, documents, papers and records of the subcontractor or any subcontract which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts and transcriptions. FAR clause 52.215-2 incorporated by reference. The complete clause may be viewed at <http://www.whitehouse.gov/omb/circulars/a110/>. The OMB A-110 provisions in effect at the time of this order govern. FAR clauses may be viewed at <http://www.arnet.gov/far/>
71. **Americans with Disabilities Act:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Contractor is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.
72. **OSHA/WISHA:** Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and, if it has a workplace within the State of Washington, the Washington Industrial Safety and Health Act of 1973 (WISHA), as may be amended, and the standards and regulations issued thereunder and certifies that all items furnished and purchased under this order will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless purchaser from all damages assessed against purchaser as a result of Contractor's failure to comply with the acts and standards thereunder and for the failure of the items furnished under this order to so comply.
73. **Contract Work Hours and Safety Standards:** For all contracts that employ mechanics or laborers, the Contractor and all subs shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall 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 provide that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.
74. **Beck Notice:** Notification of Employee Rights Concerning Payment of Union Dues or Fees (Executive Order 13201) shall apply to all contracts above \$100,000.
75. **Clean Air Act and Federal Water Pollution Control Act:** All Contractors and subcontractors shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the City immediately and to the Regional Office of the Environmental Protection Agency (EPA).
76. **Energy Efficiency:** All contractors and subcontractors must comply 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).
77. **Federal Amendments:** Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy, per OMB Circular A-102 Common Rule, Section 36.
78. **Federal Debarment for Primes and all Subcontractors:** By signing this agreement, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Contractor shall immediately notify the City of any suspension or debarment or other action that excludes the Contractor and any subcontractor level from participation in Federal contracting. Prior to performance of any work by the Contractor or any subcontractor under this contract, Contractor shall verify all subcontractors that are intended and/or used by the Contractor for performance of City work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Contractor shall include this same provision in any subcontractor or lower contract agreements. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. The Contractor shall keep documentation of such verification within the Contractor records.

79. Copeland Anti-Kickback Act: All contractors and subcontractors for construction or repair shall comply with the Copeland "Anti-Kickback" Action (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR, part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor is prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which s/he is otherwise entitled. The Contractor shall immediately notify the City of any suspected or reported violations.

80. Byrd Anti-Lobbying Amendment: Contractors executing contracts with the City shall sign the Contractor Questionnaire, providing certification of compliance to the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 13652. Each tier shall 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 City.



Staff Report 097-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/12/2021

SUBJECT Amendment to Professional Services Agreement with Scott Edwards Architecture LLC for design of the Vancouver Police Department Headquarters and Training Facility

Key Points

- The current Vancouver Police Headquarters is undersized and does not meet the needs of the growing department. The City does not have a dedicated police training facility and does not have office space to house the Fire Marshal's department.
- The 521 Chkalov St. building meets the location and the size requirements for an expanded headquarters facility coupled with a training facility and the Fire Marshal's office.
- In 2019, the City of Vancouver entered into a six year capital lease with Angelo, Inc. The lease includes an option to purchase the building in 2022.
- The City intends to exercise this option and purchase the facility. The cost of purchasing the building of \$10.5 million and the anticipated subsequent remodel cost of additional \$1.5 million has been included in the 2021-2022 Biennial City Budget.
- Upon further architectural review, it has been determined that the original cost of remodel of the facility has been insufficient and will cost approximately \$10 million. Below is an outline of some of the items included in the remodel currently underway.
 - The remodel will include multiple classrooms, mat rooms for physical training, a virtual reality room as well as scenario training room. The facility will provide the necessary training environment to best achieve VPD training goals for its staff. These improvements are essential and increase the construction costs approximately \$2.0 million.
 - The remodel also includes upgraded wiring for modern technology infrastructure, upgraded shipping dock, sound proofing in the ceiling to allow for the office use of the second story.
 - The City anticipates using the newly remodeled facility during emergency operations. The International Building Code and FEMA consider a building that houses police

function an essential/critical facility. This requires a seismic upgrade to Category IV as well as provision of the backup emergency power. These requirements were not in the original estimates and increase the costs by approximately \$2.5 million.

- The City has researched the cost of constructing a new facility of this size. The determination was that a new building on another site would cost approximately \$10 million more than purchasing and renovating the 521 SE Chakalov Drive building.
- The building is currently larger than is needed and provides room for future growth. As the City and Police Department continue to grow, there can be planned room to expand inside the building.

Strategic Plan Alignment

Goal 2: Provide effective, innovative and well-resourced police, fire and emergency medical services.

Present Situation

The Vancouver Police Department Headquarters is undersized and does not meet the needs for growth of the department. The Police Department currently lacks training facilities to serve the current needs and expectations of the community. The Fire Marshal's Office currently does not have adequate space in other City locations.

Scott Edwards and Associates have been under a professional services contract since 2020 (RFQ 9-20) for the master planning that has been done for this project. The RFQ scope allowed for the amendment of the contract for added design services at the sole discretion of the City.

Advantage(s)

1. The location at 521 Chkalov is ideal for the police headquarters, located between the west and east precincts.
2. The facility will have an excellent modern training center and will likely provide regional benefit.
3. The Fire Marshal's Office is currently in the building and will continue to occupy the building during and after the renovation.
4. The building will be seismically improved to a Seismic Category IV for essential buildings.

Disadvantage(s)

The contract amendment for design is not to exceed \$645,000 to a revised authorized amount of \$746,945.00. The preliminary, pre-design cost estimate for the project to renovate the building is \$10 million.

Budget Impact

There is sufficient funding in the 2021-2022 budget for the design costs. The project team is exploring options to fund the construction. The appropriation was amended in the First

Supplemental of 2021 to accommodate the updated cost of facility remodel.

Prior Council Review

Approval of the 2021-2022 budget, which contained a decision package for lease costs over the biennium, the purchase of the building in 2022, and the appropriation to cover the initial estimate of the remodel.

Approval of the First Supplemental Appropriation in June of 2021 included an additional \$8.5 million appropriation to cover the cost of the remodel of the facility.

The original approval of the prior master planning contract, resulting from RFQ 9-20, did not come before City Council for approval because its value was below the purchasing threshold requiring Council action.

Action Requested

Authorize the City Manager or his designee to execute a Service Agreement Amendment No. 4 to provide professional architectural services for the Vancouver Police Department Headquarters and Training Facility design in an amount not to exceed \$645,000, and authorize the City Manager or his designee to amend the agreement as needed and amend the value up to 10% of the not-to-exceed value stated here-in.

Pete Capell, Facilities Capital Project Manager, 360-487-7792

ATTACHMENTS:

- ▢ Amendment No. 4 to Professional Service Agreement No. C-100392
- ▢ Professional Services Agreement C-100392
- ▢ Amendment No. 1 - Notice to Proceed
- ▢ Amendment No. 2 - Administrative Extension
- ▢ Amendment No. 3 - Administrative Extension

SERVICE AGREEMENT #C-100392

AMENDMENT No. 4

VANCOUVER POLICE DEPARTMENT (VPD) HEADQUARTERS DESIGN

This Agreement amends the Professional Services Agreement number C-100392 by and between the City of Vancouver, hereinafter referred to as "City", and Scott Edwards Architecture LLC hereinafter referred to as "Contractor", whose address is 2525 E Burnside St, Portland, OR 97214 for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$645,000.00 to a revised authorized amount of \$746,945.00.
2. **Amend** the language contained in Section 1, Statement of Work with language herein attached and by reference made part of the Contract, Exhibit A – Proposal for Phase 2.
3. **Amend** the language contained in Section 5, Time of Performance with language in herein:
 - It is agreed services hereunder shall be completed by June 30, 2023.
4. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Scott Edwards Architecture LLC

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. C-100392
VANCOUVER POLICE DEPARTMENT (VPD) HEADQUARTERS DESIGN

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Scott | Edwards Architects LLP hereinafter referred to as "Contractor", whose address is 2525 E Burnside St. Portland, OR 97214.

WHEREAS, the City desires to engage the Contractor to provide architecture, engineering, space planning and other related professional services for the Vancouver Police Department (VPD) Building Project. Contractor has agreed to offer its professional services to perform said work per City issued Request for Qualifications No. 9-20 (RFQ) and Contractor's submittal to said RFQ.

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide architectural and other related professional services for the Vancouver Police Department (VPD) Building Project per RFQ No. 9-20 and Contractor's response to said RFQ on file in City of Vancouver Procurement Services and the attached Project Proposal for Phase 1 (Exhibit A), Project Schedule (Exhibit B) and Fee Schedule Breakdown (Exhibit C) and by reference hereto made a part of this agreement.

All work must be authorized and approved by the City's Project Manager before any work can begin. Contractor shall approach this project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If hourly and the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the Contractor underestimated the number of hours required to perform the work, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for

VANCOUVER POLICE DEPARTMENT (VPD) HEADQUARTERS DESIGN

Page 1 of 8

documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

This agreement is a purchase of professional services on a task by task, as needed, basis at the rates attached. Payment for these services shall not exceed **\$101,945.00 USD**, unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFQ No. 9-20 and RFQ No. 9-20.

3. Relation of Parties.

The Contractor, its sub consultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, sub consultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

5. Time of Performance.

The service of the Contractor is to commence as of **August 10, 2020**. It is agreed services hereunder shall be completed by **December 31, 2020**.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed **must** be referenced on any invoice submitted for payment.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

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

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

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, policies and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. 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 go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the

performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit Automobile Liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business, policies.

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

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

d. **Worker's Compensation.** Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than One Million Dollars (\$1,000,000) for each accident, Five Hundred Thousand Dollars (\$500,000) for each disease for each employee, and One Million Dollars (\$1,000,000) for each disease policy limit.

e. **Umbrella Liability.** The Contractor shall provide Umbrella Liability coverage at limits of not less than one million dollars (\$1,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. **Employment Security.** The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

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

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

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Contractor:

Sid Scott
Scott | Edwards Architects, LLP
2525 E Burnside Street
Portland OR 97214

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

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

17. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. 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. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

21. Debarment.

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

22. Nondiscrimination.

The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

FOR CITY:

City of Vancouver
Anna Vogel

DocuSigned by:

Anna Vogel

7C05B7FF675849B...

Signature

Procurement Manager 8/10/2020

Title

Date

FOR CONTRACTOR:

Scott | Edwards Architects, LLP
Sid Scott

DocuSigned by:

Sid Scott

108FFADEFCC5F45D...

Signature

principal 8/5/2020

Title

Date

ATTEST:

DocuSigned by:

Natasha Ramras

8/10/2020

BCF0734E40E94AE...

Natasha Ramras, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Michael Nigrey

8/5/2020

0245396B40FC412...

For: Jonathan Young, City Attorney

By: Michael Nigrey, Assistant City Attorney



EXHIBIT 'A'

July 13, 2020

Peter Capell, P.E.

Facilities Capital Project Manager
City of Vancouver, Washington
Public Works / Construction Division
sid@seallp.com andrew@seallp.com

RE : PROPOSAL FOR PHASE 1: CONCEPT DEVELOPMENT for RELOCATION OF THE VANCOUVER POLICE HEADQUARTERS (Revised)

Dear Peter,

S|E A is pleased to provide this proposal for Concept Development services for relocation of the Vancouver Police Headquarters. We look forward to working with you towards the success of this project.

PROJECT SCOPE

The City of Vancouver has recently leased an office building with the intention of renovating the building to serve as the new home of the Vancouver Police Department's Office of the Chief. The existing two-story, wood-frame building is located on SE Chkalov Drive, East of downtown Vancouver. The building is vacant, other than limited, temporary use by police training activities and Fire Administration staff.

Upon completion, the new Headquarters building will include administration functions, finance/logistics, community volunteer offices, classroom, and training areas. Office space for Fire Marshall and Fire Administration staff will also be incorporated.

The scope of work associated with this proposal represents Phase 1 of a 2-phase process, focused on development of a **Concept Plan** for the facility; Phase 2 being focused on implementing that plan.

SCOPE OF SERVICES

The following outline represents a strategy for completion of a Concept Development Plan. The strategy is generally based on developing an understanding of "need", "condition", required "work" and associated "cost".

01 PROJECT OREINTATION / START-UP

A Project Start-up

- i. Reintroduce the design team (DT) and the City's Project Team (PT) and establish lines of communication and decision-making process. It is our understanding the PT will be our source for all design and programming input.

- ii. Discuss desired services, function, character, and overall concepts for the Vancouver Police Department Headquarters.
- iii. Summarize project goals, including development of scope, schedule, and budget.
- iv. Establish appropriate intervals for input and review.

Deliverables: Meeting notes, project schedule.

02 SITE REVIEW

A Research & Discovery

- i. Gather, review, and evaluate current documents and any prior studies.
- ii. Measure and document the existing building conditions.
 - 1. Develop architectural as-built, base-building plans and exterior elevations.
 - 2. Observe and assess the existing structural system for allowable load rating criteria.
 - 3. Review the existing building mechanical, electrical, plumbing, low voltage and technology (MEP/L/T) systems, fire sprinklers, vertical circulation, overall building envelope, accessibility issues and building atrium.
 - 4. All review of the existing building will be based on visible components and systems and does not include destructive testing to expose hidden conditions.
 - 5. Generate digital drawing files.
- iii. Review and evaluate jurisdictional requirements.
 - 1. Zoning and building code restrictions.
 - 2. Site Development, Planning, and Permitting processes.
 - 3. Other opportunities with the Authority Having Jurisdiction (AHJ).

B Program Development

- i. Tour current Vancouver Police facilities, with an emphasis on spaces and services to be relocated to new Headquarters location.
- ii. Establish a Space Program based on current and future needs including assessment of size, adjacencies, flow, technology, equipment, security, acoustics, and any special considerations.
- iii. Review building/site delivery and security concerns.

Deliverables: Site and building Existing Conditions Report, Space Program and meeting notes.

03 CONCEPTUAL DESIGN & COST ESTIMATE

A Review findings of Site Review phase.

- i. Make any adjustments to program, systems, acoustics, or security guidelines.

B Develop a conceptual site and building plan to accommodate the Space Program including site plan and floor plans. Provide a phasing plan. Review with the PT and revise as necessary.

C Concept plans to include:

- i. Site and building plans
- ii. Phasing plan
- iii. Schedule
- iv. Cost Estimate

D Follow-up discussion to identify any desired modifications.

E Draft documentation of final concept, schedule, and cost estimate.

Deliverables: Concept Design, Schedule & Cost Estimate.

04 OPTIONAL SERVICES

- A Land Survey
- B Hazardous Materials Assessment
- C Building Envelope Consulting
- D Acoustic Engineering

05 THIS PROPOSAL INCLUDES THE FOLLOWING EXHIBITS:

- A Exhibit 'A' – This Proposal
- B Exhibit 'B' – Preliminary Project Schedule
- C Exhibit 'C' – Phase 1 Fee Breakdown
- D Exhibit 'D' – Electronic Media Release.

EXCLUSIONS TO SCOPE OF SERVICE

- 01 Permit fees.
- 02 Design review fees.
- 03 Land Use Analysis.
- 04 Traffic impact study.
- 05 Geotechnical investigations (soils structural report).
- 06 Infiltration testing.
- 07 Signage design.
- 08 Food service/kitchen design.
- 09 Fixtures, Furnishings & Equipment [FF&E] specification and design.
- 10 Vending or procurement services.
- 11 Sustainable certification [LEED, etc.].
- 12 As-built field measuring and documentation for structural and MEP.
- 13 Concept / brand design.
- 14 Marketing materials.
- 15 3D model imagery except as described in scope of services.
- 16 Value engineering.
- 17 Studies or surveys, unless outlined above.
- 18 Detailed exterior building envelope analysis.
- 19 Land Survey.
- 20 Destructive testing.

FEES

We propose to provide the services outlined above on a Time and Materials basis per the following hourly rates with a not to exceed fee as stated in the Design Fee Overview table below. table below.

STANDARD BILLING SCHEDULE

Principal	\$180 per hour
Project Architect	\$145 per hour
Project Manager	\$135 per hour
Interior Designer	\$120 per hour
Technical Staff	\$85-110 per hour
Engineering	\$120 to \$175 per hour

Design View Overview

PHASE 1: CONCEPT DEVELOPMENT FEE

SCOPE OF SERVICE	FEE
Architectural	\$51,940
Interiors	\$5,040
Structural	\$10,150
Mech., Plumb., Elect., Fire Prot.	\$15,035
Civil	\$4,900
Building Code	\$3,000
Cost Consulting	\$9,880
TOTAL	\$99,945

OPTIONAL SERVICES

Land Survey
Hazardous Materials Assessment
Building Envelope Consultant
Acoustic Engineering

REIMBURSABLE EXPENSES

Printing, plotting, shipping, travel, long distance communication and application fees paid on your behalf are billed at 1.10 times direct expense in addition to professional fees. Anticipated expenses = \$2,000.

ADDITIONAL SERVICES

Services requested beyond those included in this proposal shall be considered additional services and will be billed at the hourly rates listed above.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Sincerely,

Sid L. Scott Principal, AIA, LEED AP
SCOTT | EDWARDS ARCHITECTURE, L.L.P.
2525 E. Burnside St, Portland, OR 97214

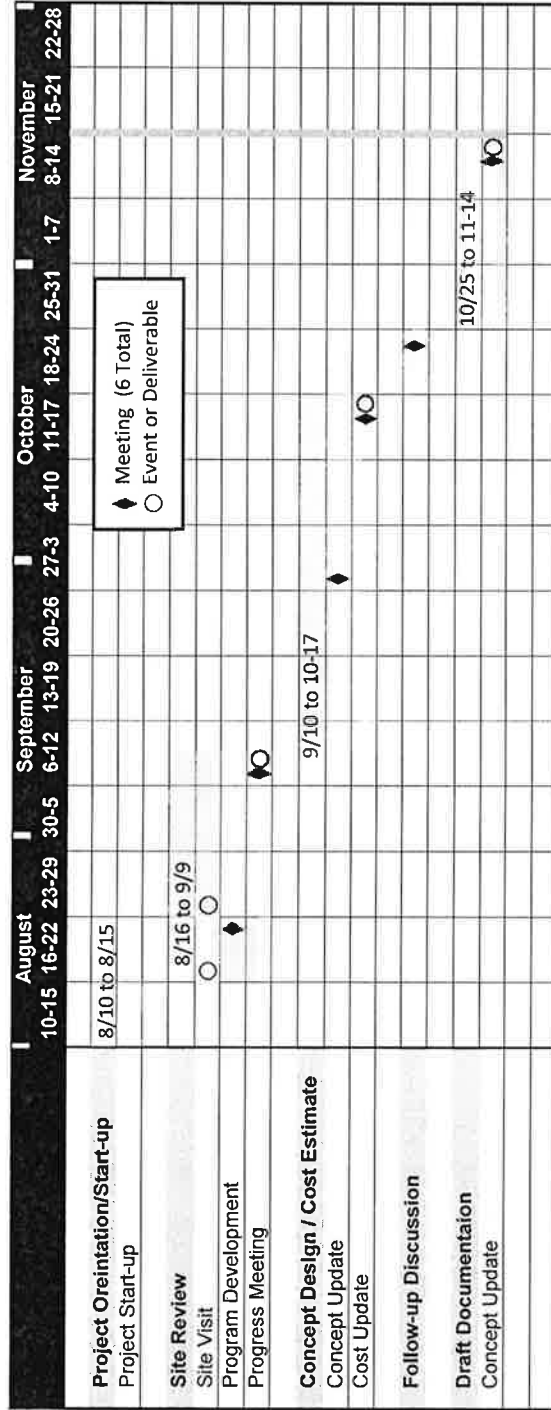
July 13, 2020

Date

Vancouver Police Headquarters **Phase 1 - Concept Development**

Project Schedule
 July 22, 2020

Exhibit 'B'



Fee Breakdown, Phase 1 - Vancouver Police Headquarters

July 13, 2020

Exhibit 'C'

Discipline	Arch.	Interior	Struct.	MEP/L/T	Civil	Landscp.	Acoust.	Code	Estimate	Totals
Billing Rate / Hour	\$140	\$120	\$175	\$155	\$175	\$150	\$165	\$150	\$130	
Project Orientation / Start-up										
Start-up	12		8	8				2	2	32
Subtotal	\$ 1,680	\$ -	\$ 1,400	\$ 1,240	\$ -	\$ -	\$ -	\$ 300	\$ 260	\$ 4,880.00
Site Review										
Research	30		12	12	4			4	6	68
Field Verification / drafting	40		8	16	6					70
Program Development	40	8							6	54
(2) Meetings at (2) Hrs	6		4	4						14
Subtotal	\$16,240	\$ 960	\$ 4,200	\$ 4,960	\$ 1,750	\$ -	\$ -	\$ 600	\$ 1,560	\$ 30,270.00
Concept Design / Cost Estimate										
Concept Development	107	16	12	24	8			3	12	182
Cost Development	40	3		8	4				24	79
(2) Meetings at (2) Hrs	6			4				3	4	17
Subtotal	\$21,420	\$ 2,280	\$ 2,100	\$ 5,580	\$ 2,100	\$ -	\$ -	\$ 900	\$ 5,200	\$ 39,580.00
Follow-up Discussion										
(1) Meetings at (2) Hrs	6	4	4	2				4	4	24
Subtotal	\$ 840	\$ 480	\$ 700	\$ 310	\$ -	\$ -	\$ -	\$ 600	\$ 520	\$ 3,450.00
Documentation										
Documentation	80	11	8	17	6			4	18	144
(1) Meetings at (2) Hrs	4		2	2						8
Subtotal	\$11,760	\$ 1,320	\$ 1,750	\$ 2,945	\$ 1,050	\$ -	\$ -	\$ 600	\$ 2,340	\$ 21,765.00
Total Estimated Fee	\$51,940	\$ 5,040	\$10,150	\$ 15,035	\$ 4,900	\$ -	\$ -	\$ 3,000	\$ 9,880	\$ 99,945



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

Contract #:	C-100392
Start Date:	Aug 10, 2020
End Date:	Mar 31, 2021
Total Contract Amount:	\$101,945.00

Scott Edwards Architecture LLP
 2525 E Burnside Street
 Portland, OR 97214

Submit all invoices and questions to:

Peter Capell / Peter.Capell@cityofvancouver.us

Contract Overview

The supplier shall provide Professional Services for the Vancouver Police Department Headquarters Design per the attached written agreement dated August 10, 2020 and by reference hereto and made a part of this workday agreement.

PM: Peter Capell

12/10/2020 Amendment 01: Extend last effective date of Contract to March 31, 2021. All other terms and conditions shall remain the same.

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.

Authorized Signature



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

Contract #:	C-100392
Start Date:	Aug 10, 2020
End Date:	Jun 30, 2021
Total Contract Amount:	\$101,945.00

Scott Edwards Architecture LLP
 2525 E Burnside Street
 Portland, OR 97214

Submit all invoices and questions to:

Peter Capell / Peter.Capell@cityofvancouver.us

Contract Overview

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Scott Edwards Architecture LLP
 2525 E Burnside Street
 Portland, OR 97214

Submit all invoices and questions to:

Peter Capell / Peter.Capell@cityofvancouver.us

Contract Overview

Amend 1: extended date to 3/31/21 to allow for completion of design. No change in scope or budget.

Amend 2: extended date to 6/30/21 to allow Project Executive Committee additional time for review.

Amend 3: administrative extension to 7/31/21 to allow Council review of Phase 2 approval. MW

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.

Authorized Signature



Staff Report 091A-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/12/2021

SUBJECT Designation of TV ETC and CVTV respectively as the education and government access providers on the Comcast cable system

Key Points

- The City/County Telecommunications is recommending that the Council re-designate TV ETC as the educational access provider and CVTV as the government access provider for Vancouver and Clark County on the Comcast cable system.
- Both CVTV and TV ETC have served as designated access providers for a number of years and produce professional, high quality programming.
- This is an annual recommendation made by the Telecommunications Commission to the City Council and Board of County Councilors.

Strategic Plan Alignment

Goal 10, Objective 10.1: Lend the City's support, as appropriate, to assist with the success of community projects.

Present Situation

The City and County have a cable television franchise agreement with Comcast of Washington, V LLC that was effective on July 1, 2013. Under the terms of this agreements, Comcast provides channels for Public, Education and Government (PEG) programming and it is the responsibility of the City and County to designate authorized entities to provide programming on those channels.

Organizations that are designated as access providers have authorization to broadcast programs over assigned channels on the Comcast cable system. They are also able to apply for annual PEG grants, administered by the City, for equipment and other capital expenses associated with producing and broadcasting programming.

TV ETC is a consortium of K-20 educational institutions operated by Educational Service District 112 and is the current educational access provider for Vancouver and Clark County. CVTV,

operated by the City/County Cable Television Office, is the current government access provider for Vancouver and Clark County.

The City/County Telecommunications Commission ("Commission") recommends organizations to serve as access providers to the City Council, per VMC 5.19.320(7). The Commission met on June 2, 2021, to review designation applications and annual reports and to receive presentations from the applicants. Based on their review, the Commission is recommending re-designation of TV ETC and CVTV, respectively, as the education and government access providers for Vancouver and Clark County.

Advantage(s)

1. Continues to make local government and educational cable television programming available to the residents of Vancouver and Clark County.
2. Supports organizations which have proven track records of providing professional, high quality programs that are of interest to the local community.

Disadvantage(s)

None

Budget Impact

None, although designation as an access provider allows the organizations to apply for grants through the PEG Support Fund. PEG grants are funded through a \$1.00 per month fee collected by Comcast from residential subscribers.

Prior Council Review

Designations of the PEG access providers are made annually. On September 21, 2020, the City Council designated TV ETC as the educational access provider and CVTV as the government access provider.

This item appeared on the June 28, 2021, City Council meeting agenda, and was returned to staff for further development prior to Council action.

Action Requested

Adopt resolutions approving The Vancouver Educational Telecommunications Consortium (TV ETC) as the designated educational access provider and Clark Vancouver Television (CVTV) as the designated government access provider for Vancouver and Clark County on the Comcast and CenturyLink cable systems.

Aaron Lande, Policy and Program Manager, 360-487-8612

ATTACHMENTS:

- ▣ Resolution - TV ETC
- ▣ Telecommunications Resolution 2021-02 - TV ETC
- ▣ Exhibit A - TV ETC Redesignation Application
- ▣ Exhibit B - TV ETC Annual Report
- ▣ Resolution - CVTV
- ▣ Telecommunications Resolution 2021-03 - CVTV
- ▣ Exhibit A - CVTV Redesignation Application
- ▣ Exhibit B - CVTV Annual Report

07/12/21

RESOLUTION NO. _____

A RESOLUTION relating to cable television and to the designation of the Vancouver Educational Telecommunications Consortium (“TV ETC”) as the educational access provider on the Comcast cable system for Vancouver and Clark County.

WHEREAS, Section 9 of the June 1, 2013, cable television franchise agreement between Comcast of Washington V, LLC (“Comcast”), the City of Vancouver (“City”) and Clark County (“County”), allows the Grantor (City and County) to designate authorized entities to manage the Public, Educational and Governmental (“PEG”) Access use channels on the cable system; and

WHEREAS, a consortium of public and private K-20 educational institutions operating as the Vancouver Educational Telecommunications Consortium (“TV ETC”), and funded through contributions from member institutions/districts, has operated channels on the local cable system which are designated as educational access channels; and

WHEREAS, all designated access providers (public, educational, and governmental) are evaluated and reviewed annually by the City/County Telecommunications Commission (“Commission”); and

WHEREAS, TV ETC applied to the Commission on April 30, 2021, seeking to be re-designated as the educational access provider; and

WHEREAS, the Commission reviewed the application on June 2, 2021, and found that TV ETC has fully complied with the criteria and expectations for the educational access provider and recommends that the Vancouver City Council and Clark County Council designate TV ETC as the educational access provider for the City and the County for the next year.

NOW, THEREFORE,

RESOLUTION - 1

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. As recommended by the City/County Telecommunications Commission in Resolution 2021-02, attached hereto as Exhibit “A”, the Vancouver Educational Telecommunications Consortium is hereby designated as the educational access provider on the Comcast cable system in Vancouver and Clark County.

Section 2. TV ETC will continue to be allocated those channels previously allocated to TV ETC for educational access.

Section 3. TV ETC will be eligible to apply for and receive PEG Capital Support Funds.

Section 4. Acts taken pursuant to this resolution but prior to its approval are hereby ratified and confirmed.

ADOPTED at regular session of the Council of the City of Vancouver, on this ____ day of _____, 2021.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

Attachment: Exhibit “A” – Telecommunications Commission Resolution 2021-02

RESOLUTION - 2

City/County Telecommunications Commission

RESOLUTION 2021-02

Regarding Annual Review of Educational Access Programming and Re-Designation of TV ETC as Educational Access Cable Provider

Section 1. Findings

- 1.1 The cable television franchise agreement between Comcast of Washington, V LLC ("Comcast") and the City of Vancouver ("City") and Clark County ("County") requires that the Grantor (City and County) designate authorized entity or entities to manage or co-manage the Public, Educational and Government ("PEG") Access use channels on the cable system.
- 1.2 A consortium of K-20 educational institutions (public and private) operating as The Vancouver Educational Telecommunications Consortium (TV ETC) and funded through contributions from member institutions/districts, operates three channels on the local cable system which are the designated educational access channels. The Commission originally approved the designation under the cable television franchise agreement via Resolution 1998-09 on December 3, 1998. TV ETC has been re-designated annually as the Educational Access Provider since that time.
- 1.3 All designated access providers (public, educational, and government) will be evaluated and reviewed annually by the Commission consistent with the provisions of the cable franchise agreement, Section 5.19.300 of the Vancouver Municipal Code and Clark County Code 36.12.160 and Section 1.6 of this Resolution.
- 1.4 TV ETC submitted an application to the Commission seeking designation as the authorized educational access provider on April 29, 2021, (attached as EXHIBIT A).
- 1.5 The Commission reviewed the TV ETC request for re-designation and representatives from TV ETC made a presentation to the Commission on June 3, 2021, in support of the re-designation and to review programming on the local educational access channels.
- 1.6 The performance criteria for designation is to include, but is not limited to the following:
 - a) Number of hours of locally produced original video programming/week per channel;
 - b) Number of hours of locally scheduled video programming/week per channel;
 - c) Number of days and hours per week the channel is programmed with locally produced and locally scheduled video programming;
 - d) Amount of operating budget which meets or exceeds the criteria of operating funds to capital funds established in section 9.6 of the franchise agreement with Comcast Corporation;

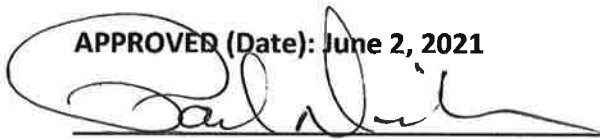
- e) Extent to which locally produced and locally scheduled video programming focuses on the designated access category;
 - f) Extent to which the locally produced and locally scheduled video programming provides value added to cable television subscribers in meeting the demonstrated needs established in the community ascertainment study.
 - g) Number of hours produced by each TV ETC member;
 - h) Number of hours scheduled for each TV ETC member;
 - i) Total number of local programs produced and airing on one of the three channels and by which providers/members, as well as by which grade level (elementary, middle school, high school) as appropriate, for airing on TV ETC channel.
- 1.7 The Commission finds that TV ETC, as the designated educational access provider since September 2, 2020, has fully complied with the criteria and expectations for designation and recommends that the designation should remain in effect and that the designation will be reviewed and evaluated annually by the Commission

NOW THEREFORE BE IT RESOLVED:

Section 2.

- 2.1 The City/County Telecommunications Commission, through this Resolution, recommends the continued designation of TV ETC as the educational access provider for the Comcast cable system, subject to annual review by the Commission as outlined in Section 1.3 and Section 1.6 of this Resolution.
- 2.2 The Commission recommends that TV ETC continue to be allocated four channels, channels 27, 28, 29 and high definition channel 328 on the Comcast cable system for educational access use.
- 2.3 Staff is directed to forward this Resolution to the Vancouver City Council and Clark County Council.

APPROVED (Date): June 2, 2021



Paul Dicker, Chair, City/County Telecommunications Commission

Exhibits:

Exhibit A –Designated Access Provider Application Form from TV ETC, dated April 29, 2021

Exhibit B – 2020 TV ETC Annual Report



April 29, 2021

OFFICERS

PRESIDENT
Rita Sanders
Battle Ground
Public Schools
(360) 885-5470

PRESIDENT-ELECT
Tom Hagley
Vancouver
Public Schools
(360) 313-1236

SECRETARY
Gail Spolar
Evergreen
Public Schools
(360) 604-4088

TREASURER
Monique Dugaw
Educational
Service District 112
(360) 952-3689

City/County Telecommunications Commission
PO Box 1995
Vancouver, WA 98668

To the City/County Telecommunications Commission:

Please consider this letter and application form as TV ETC's request to continue as the designated educational access provider for Clark County.

TV ETC is proud to provide programming to the educational and general cable viewing community and looks forward to continuing our high quality programming for Clark County.

The educational access channels represent part of the promise that local cable television made to our community. TV ETC members gratefully acknowledge this longstanding commitment, and we pledge to continue fulfilling our obligations as the designated educational access provider.

If you have any questions about TV ETC, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink that reads "Tim G. Merlino".

Tim Merlino
Superintendent
Educational Service District 112
(360) 705-7500

2021 DESIGNATED ACCESS PROVIDER Public, Education, and Government

APPLICATION FORM

DATE: April 29, 2021

ACCESS CATEGORY: Educational Access

PROVIDER NAME: TV ETC

CONTACT: Mary Rentzel, TV ETC Coordinator, mary.rentzel@esd112.org

- 1) Channels Requested: Channel 27; Channel 28/328; Channel 29
- 2) Hours of original locally produced video programming per channel: Channel 27: 10 hours, Channel 28/328: 136 hours, Channel 29: 11 hours
- 3) Hours of locally scheduled video programming per channel: Channel 27: 4,238 hours, Channel 28/328: 7,707 hours, Channel 29: 4,237 hours
- 4) Hours of live programming per channel: Channel 27: 0 hours, Channel 28/328: 50 hours, Channel 29: 10 hours
- 5) Video programming hours per week per channel: Channel 27: 82 hours, Channel 28/328: 152 hours, Channel 29: 82 hours
- 6) Video programming days of the week per channel: Channel 27: 7 days, Channel 28/328: 7 days, Channel 29: 7 days
- 7) Video programming hours/days per channel: Channel 27: 21 hours, Channel 28/328: 23 hours, Channel 29: 23 hours
- 8) Hours of non-video programming/bulletin board per channel: Channel 27: 3 hours, Channel 28/328: 1 hour, Channel 29: 1 hour

Types of Programming:
(Attach schedules)

Primary Audience and any measurements (polling, etc.) of viewership per channel:

2021 Operating Budget: \$173,065

2021 Capital Budget: \$329,745

2020 Underwriting Revenue Collected (if any): N/A
(Attach Underwriting Policy/Guidelines)

Criteria to be considered by the City/County Telecommunications Commission in recommending designated access providers and channel allocations for PEG access:

- a) Number of hours of locally produced original video programming/week per channel;
- b) Number of hours of locally scheduled video programming/week per channel;
- c) Number of days and hours per week the channel is programmed with locally produced and locally scheduled video programming;
- d) Extent to which locally produced and locally scheduled video programming focuses on the designated access category;
- e) Extent to which the locally produced and locally scheduled video programming provides value added to cable television subscribers in meeting the demonstrated needs established in the community ascertainment study.

Program Schedule
12/6/2020 to 12/12/2020, Channel 29

Date/Time	Subject	Length
Sunday, 12/6/2020		
9:00 am In the Spotlight 2020 Battle Ground High School Choir Department presents IN	Arts &	1:04
10:05 am EPS Theater Festival 2020 Students from Union, Mtn. View, Evergreen, Heritage HS, and Cascade MS perform in the annual EPS Theater Festival.	Arts &	1:22
11:30 am VSAA Virtual Concert	Arts &	0:08
11:40 am VSAA MIA Show	Arts &	1:10
12:55 pm Southside Choral Festival 2019 Mtn. View HS; Shahala & Wy'East MS; Columbia Valley, Crestline, Ellsworth, Fisher's Landing, Marrion, & Riverview.	Arts &	0:42
1:40 pm VSAA Dance Showcase	Arts &	0:44
2:30 pm STEM in 30: International Space Station, Episode 3	Informational	0:29
3:00 pm Inside VPS Podcast, Episode 3 A video podcast featuring VPS superintendent Dr. Steve	Informational	0:34
3:35 pm Sit Down with the Supt., Episode 2 In person learning for small groups and safely transitioning to	Informational	0:15
4:00 pm Young Filmmakers Project, Episode 9 VSAA	Arts &	0:19
4:20 pm SW Washington Wind Symphony - Heart and Voice The SW Wash. Wind Syphony performs its late winter concert "Heart & Voice" with Conductor Mark Lane. Recorded	Arts &	1:05
5:30 pm VSAA Oliver!	Arts &	2:03
7:34 pm VSAA Band Informance	Arts &	0:25
8:00 pm VSAA Trojan Women	Arts &	1:01
9:05 pm Central Choral Festival 2019 Students choirs from Evergreen HS; Cascade MS; Burton, Endeavour, Fircrest, Hearthwood, Image, & Mill Plain	Arts &	0:50
10:00 pm Classic Arts Showcase www.classicartsshowcase.org	Arts &	11:00
Monday, 12/7/2020		
9:00 am Feedback, Episode 1 FutureMe	Informational	0:16
9:16 am Feedback, Episode 2 Foundation for Vancouver Public Schools	Informational	0:13
9:30 am Inside VPS Podcast, Episode 3 A video podcast featuring VPS superintendent Dr. Steve	Informational	0:34
10:05 am Sit Down with the Supt., Episode 2 In person learning for small groups and safely transitioning to	Informational	0:15
10:30 am Young Filmmakers Project, Episode 9 VSAA	Arts &	0:19
11:00 am VSAA Oliver!	Arts &	2:03

Program Schedule
12/6/2020 to 12/12/2020, Channel 29

Date/Tim	Subject	Length
1:05 pm SW Washington Wind Symphony: Songs of Life The Southwest Washington Wind Symphony presents it spring concert, Songs of Life. This was held at Union High	Arts &	1:18
2:25 pm VSAA Dance Showcase	Arts &	0:44
3:10 pm VSAA Strings & Cookies Concert 2019	Arts &	1:02
4:15 pm VSAA Theatre Showcase	Arts &	0:45
5:05 pm VSAA Vocal Spring Sing 2019	Arts &	1:38
6:45 pm VSAA MIA Show	Arts &	1:10
8:00 pm VSAA Vocal Informance	Arts &	0:56
8:58 pm VSAA Trojan Women	Arts &	1:01
10:00 pm Classic Arts Showcase www.classicartsshowcase.org	Arts &	11:00
Tuesday, 12/8/2020		
9:00 am VSAA Band Informance	Arts &	0:25
9:30 am VSAA EDDE Dance Showcase	Arts &	0:43
10:15 am SW Washington Wind Symphony: Contrasts The SWWWWS presents Contrasts - the Symphony's fall concert recorded on October 20, 2019 at Union High School.	Arts &	1:15
11:35 am EPS Theater Festival 2020 Students from Union, Mtn. View, Evergreen, Heritage HS, and Cascade MS perform in the annual EPS Theater Festival.	Arts &	1:22
1:00 pm Skyview High School Homecoming 2019 Concert	Arts &	0:57
2:00 pm STEM in 30: International Space Station, Episode 3	Informational	0:29
2:30 pm Northside Choral Festival 2019 Student choirs from Heritage HS; Covington & Frontier MS; Orchards, Sifton, Silver Star, Sunset, & York Elementary.	Arts &	0:45
3:20 pm VSAA Oliver!	Arts &	2:03
5:25 pm Eastside Choral Festival 2019 Student choirs from Union HS; Pacific MS; Burnt Bridge Creek, Harmony, Illahee, & Pioneer Elementary perform.	Arts &	0:42
6:10 pm VSAA Dance Showcase	Arts &	0:44
6:54 pm SW Washington Wind Symphony - Heart and Voice The SW Wash. Wind Syphony performs its late winter concert "Heart & Voice" with Conductor Mark Lane. Recorded	Arts &	1:05
8:00 pm Feedback, Episode 1 FutureMe	Informational	0:16
8:16 pm Feedback, Episode 2 Foundation for Vancouver Public Schools	Informational	0:13
8:30 pm Inside VPS Podcast, Episode 3 A video podcast featuring VPS superintendent Dr. Steve	Informational	0:34
9:05 pm Sit Down with the Supt., Episode 2 In person learning for small groups and safely transitioning to	Informational	0:15

Program Schedule
12/6/2020 to 12/12/2020, Channel 29

Date/Tim		Subject	Length
9:30 pm	Young Filmmakers Project, Episode 9 VSAA	Arts &	0:19
10:00 pm	Classic Arts Showcase www.classicartsshowcase.org	Arts &	11:00
Wednesday,			
9:00 am	VSAA Theatre Showcase	Arts &	0:45
9:50 am	Central Choral Festival 2019 Students choirs from Evergreen HS; Cascade MS; Burton, Endeavour, Fircrest, Hearthwood, Image, & Mill Plain	Arts &	0:50
10:45 am	VSAA MIA Show	Arts &	1:10
12:00 pm	Southside Choral Festival 2019 Mtn. View HS; Shahala & Wy'East MS; Columbia Valley, Crestline, Ellsworth, Fisher's Landing, Marrion, & Riverview.	Arts &	0:42
12:45 pm	VSAA EDDE Dance Showcase	Arts &	0:43
1:30 pm	VSAA Virtual Concert	Arts &	0:08
1:40 pm	EPS Theater Festival 2020 Students from Union, Mtn. View, Evergreen, Heritage HS, and Cascade MS perform in the annual EPS Theater Festival.	Arts &	1:22
3:03 pm	VSAA Vocal Informance	Arts &	0:56
4:00 pm	Feedback, Episode 1 FutureMe	Informational	0:16
4:16 pm	Feedback, Episode 2 Foundation for Vancouver Public Schools	Informational	0:13
4:30 pm	Inside VPS Podcast, Episode 3 A video podcast featuring VPS superintendent Dr. Steve	Informational	0:34
5:05 pm	Sit Down with the Supt., Episode 2 In person learning for small groups and safely transitioning to	Informational	0:15
5:30 pm	Young Filmmakers Project, Episode 9 VSAA	Arts &	0:19
6:00 pm	VSAA Trojan Women	Arts &	1:01
7:04 pm	VSAA Band Informance	Arts &	0:25
7:30 pm	STEM in 30: International Space Station, Episode 3	Informational	0:29
8:00 pm	Portland Percussion Group - Live at Mountain View HS PPG performs at MVHS in preparation for the GAIDA Festival of Contemporary Music in Vilnius, Lithuania.	Arts &	1:13
9:15 pm	VSAA Dance Showcase	Arts &	0:44
10:00 pm	Classic Arts Showcase www.classicartsshowcase.org	Arts &	11:00
Thursday, 12/10/2020			
9:00 am	In the Spotlight 2020 Battle Ground High School Choir Department presents IN	Arts &	1:04
10:05 am	VSAA Theatre Showcase	Arts &	0:45
10:55 am	VSAA Strings & Cookies Concert 2019	Arts &	1:02

Program Schedule
12/6/2020 to 12/12/2020, Channel 29

Date/Tim	Subject	Length
12:00 pm Feedback, Episode 1 FutureMe	Informational	0:16
12:16 pm Feedback, Episode 2 Foundation for Vancouver Public Schools	Informational	0:13
12:30 pm Inside VPS Podcast, Episode 3 A video podcast featuring VPS superintendent Dr. Steve	Informational	0:34
1:05 pm Sit Down with the Supt., Episode 2 In person learning for small groups and safely transitioning to	Informational	0:15
1:30 pm Young Filmmakers Project, Episode 9 VSAA	Arts &	0:19
2:00 pm VSAA Oliver!	Arts &	2:03
4:05 pm SW Washington Wind Symphony: Songs of Life The Southwest Washington Wind Symphony presents it spring concert, Songs of Life. This was held at Union High	Arts &	1:18
5:25 pm VSAA MIA Show	Arts &	1:10
6:40 pm SW Washington Wind Symphony: Contrasts The SWWWS presents Contrasts - the Symphony's fall concert recorded on October 20, 2019 at Union High School.	Arts &	1:15
7:55 pm VSAA Vocal Spring Sing 2019	Arts &	1:38
9:34 pm VSAA Band Informance	Arts &	0:25
10:00 pm Classic Arts Showcase www.classicartsshowcase.org	Arts &	11:00

Friday, 12/11/2020

9:00 am Feedback, Episode 1 FutureMe	Informational	0:16
9:16 am Feedback, Episode 2 Foundation for Vancouver Public Schools	Informational	0:13
9:30 am Inside VPS Podcast, Episode 3 A video podcast featuring VPS superintendent Dr. Steve	Informational	0:34
10:05 am Sit Down with the Supt., Episode 2 In person learning for small groups and safely transitioning to	Informational	0:15
10:30 am Young Filmmakers Project, Episode 9 VSAA	Arts &	0:19
11:00 am VSAA EDDE Dance Showcase	Arts &	0:43
11:45 am Skyview High School Homecoming 2019 Concert	Arts &	0:57
12:45 pm EPS Theater Festival 2020 Students from Union, Mtn. View, Evergreen, Heritage HS, and Cascade MS perform in the annual EPS Theater Festival.	Arts &	1:22
2:10 pm Northside Choral Festival 2019 Student choirs from Heritage HS; Covington & Frontier MS; Orchards, Sifton, Silver Star, Sunset, & York Elementary.	Arts &	0:45
3:00 pm VSAA Trojan Women	Arts &	1:01

Program Schedule
12/6/2020 to 12/12/2020, Channel 29

Date/Tim	Subject	Length
4:02 pm Northside Choral Festival 2019 Student choirs from Heritage HS; Covington & Frontier MS; Orchards, Sifton, Silver Star, Sunset, & York Elementary.	Arts &	0:45
4:48 pm STEM in 30: International Space Station, Episode 3	Informational	0:29
5:18 pm Central Choral Festival 2019 Students choirs from Evergreen HS; Cascade MS; Burton, Endeavour, Fircrest, Hearthwood, Image, & Mill Plain	Arts &	0:50
6:09 pm VSAA Dance Showcase	Arts &	0:44
6:54 pm SW Washington Wind Symphony - Heart and Voice The SW Wash. Wind Syphony performs its late winter concert "Heart & Voice" with Conductor Mark Lane. Recorded	Arts &	1:05
8:00 pm VSAA Theatre Showcase	Arts &	0:45
8:47 pm Southside Choral Festival 2019 Mtn. View HS; Shahala & Wy'East MS; Columbia Valley, Crestline, Ellsworth, Fisher's Landing, Marrion, & Riverview.	Arts &	0:42
9:30 pm STEM in 30: International Space Station, Episode 3	Informational	0:29
10:00 pm Classic Arts Showcase www.classicartsshowcase.org	Arts &	11:00
Saturday, 12/12/2020		
9:00 am VSAA Oliver!	Arts &	2:03
11:05 am VSAA Virtual Concert	Arts &	0:08
11:15 am VSAA MIA Show	Arts &	1:10
12:30 pm In the Spotlight 2020 Battle Ground High School Choir Department presents IN	Arts &	1:04
1:35 pm VSAA EDDE Dance Showcase	Arts &	0:43
2:20 pm Portland Percussion Group - Live at Mountain View HS PPG performs at MVHS in preparation for the GAIDA Festival of Contemporary Music in Vilnius, Lithuania.	Arts &	1:13
3:35 pm EPS Theater Festival 2020 Students from Union, Mtn. View, Evergreen, Heritage HS, and Cascade MS perform in the annual EPS Theater Festival.	Arts &	1:22
4:57 pm VSAA Strings & Cookies Concert 2019	Arts &	1:02
6:00 pm Feedback, Episode 1 FutureMe	Informational	0:16
6:16 pm Feedback, Episode 2 Foundation for Vancouver Public Schools	Informational	0:13
6:30 pm Inside VPS Podcast, Episode 3 A video podcast featuring VPS superintendent Dr. Steve	Informational	0:34
7:05 pm Sit Down with the Supt., Episode 2 In person learning for small groups and safely transitioning to	Informational	0:15
7:30 pm Young Filmmakers Project, Episode 9 VSAA	Arts &	0:19
8:00 pm VSAA Trojan Women	Arts &	1:01
9:03 pm VSAA Vocal Informance	Arts &	0:56

Program Schedule
12/6/2020 to 12/12/2020, Channel 29

Date/Tim	Subject	Length
10:00 pm Classic Arts Showcase www.classicartsshowcase.org	Arts &	11:00

Program Schedule
12/6/2020 to 12/12/2020, Channel 28/328

Date/Tim	Subject	Length
Sunday, 12/6/2020		
12:30 am VSAA Virtual Concert	Arts &	0:08
12:40 am VSAA MIA Show	Arts &	1:10
1:55 am Southside Choral Festival 2019 Mtn. View HS; Shahala & Wy'East MS; Columbia Valley, Crestline, Ellsworth, Fisher's Landing, Marrior, & Riverview.	Arts &	0:42
2:40 am VSAA Dance Showcase	Arts &	0:44
3:30 am STEM in 30: International Space Station, Episode 3	Informational	0:29
4:00 am Inside VPS Podcast, Episode 3 A video podcast featuring VPS superintendent Dr. Steve	Informational	0:34
4:35 am Sit Down with the Supt., Episode 2 In person learning for small groups and safely transitioning to	Informational	0:15
5:00 am Young Filmmakers Project, Episode 9 VSAA	Arts &	0:19
5:20 am SW Washington Wind Symphony - Heart and Voice The SW Wash. Wind Syphony performs its late winter concert "Heart & Voice" with Conductor Mark Lane. Recorded	Arts &	1:05
6:30 am VSAA Oliver!	Arts &	2:03
8:34 am VSAA Band Informance	Arts &	0:25
9:00 am Feedback, Episode 1 FutureMe	Informational	0:16
9:16 am Feedback, Episode 2 Foundation for Vancouver Public Schools	Informational	0:13
9:30 am Inside VPS Podcast, Episode 3 A video podcast featuring VPS superintendent Dr. Steve	Informational	0:34
10:05 am Sit Down with the Supt., Episode 2 In person learning for small groups and safely transitioning to	Informational	0:15
10:30 am Young Filmmakers Project, Episode 9 VSAA	Arts &	0:19
11:00 am VSAA Oliver!	Arts &	2:03
1:05 pm SW Washington Wind Symphony: Songs of Life The Southwest Washington Wind Symphony presents it spring concert, Songs of Life. This was held at Union High	Arts &	1:18
2:25 pm VSAA Dance Showcase	Arts &	0:44
3:10 pm VSAA Strings & Cookies Concert 2019	Arts &	1:02
4:15 pm VSAA Theatre Showcase	Arts &	0:45
5:05 pm VSAA Vocal Spring Sing 2019	Arts &	1:38
6:45 pm VSAA MIA Show	Arts &	1:10
8:00 pm VSAA Vocal Informance	Arts &	0:56
8:58 pm VSAA Trojan Women	Arts &	1:01
10:00 pm Feedback, Episode 1 FutureMe	Informational	0:16

Program Schedule
12/6/2020 to 12/12/2020, Channel 28/328

Date/Tim	Subject	Length
10:16 pm Feedback, Episode 2 Foundation for Vancouver Public Schools	Informational	0:13
10:30 pm Inside VPS Podcast, Episode 3 A video podcast featuring VPS superintendent Dr. Steve	Informational	0:34
11:05 pm Sit Down with the Supt., Episode 2 In person learning for small groups and safely transitioning to	Informational	0:15
11:30 pm Young Filmmakers Project, Episode 9 VSAA	Arts &	0:19
Monday, 12/7/2020		
12:00 am VSAA Oliver!	Arts &	2:03
2:05 am SW Washington Wind Symphony: Songs of Life The Southwest Washington Wind Symphony presents it spring concert, Songs of Life. This was held at Union High	Arts &	1:18
3:25 am VSAA Dance Showcase	Arts &	0:44
4:10 am VSAA Strings & Cookies Concert 2019	Arts &	1:02
5:15 am VSAA Theatre Showcase	Arts &	0:45
6:05 am VSAA Vocal Spring Sing 2019	Arts &	1:38
7:45 am VSAA MIA Show	Arts &	1:10
9:00 am VSAA Band Informance	Arts &	0:25
9:30 am VSAA EDDE Dance Showcase	Arts &	0:43
10:15 am SW Washington Wind Symphony: Contrasts The SWWWS presents Contrasts - the Symphony's fall concert recorded on October 20, 2019 at Union High School.	Arts &	1:15
11:35 am EPS Theater Festival 2020 Students from Union, Mtn. View, Evergreen, Heritage HS, and Cascade MS perform in the annual EPS Theater Festival.	Arts &	1:22
1:00 pm Skyview High School Homecoming 2019 Concert	Arts &	0:57
2:00 pm STEM in 30: International Space Station, Episode 3	Informational	0:29
2:30 pm Northside Choral Festival 2019 Student choirs from Heritage HS; Covington & Frontier MS; Orchards, Sifton, Silver Star, Sunset, & York Elementary.	Arts &	0:45
3:20 pm VSAA Oliver!	Arts &	2:03
5:25 pm Eastside Choral Festival 2019 Student choirs from Union HS; Pacific MS; Burnt Bridge Creek, Harmony, Illahee, & Pioneer Elementary perform.	Arts &	0:42
6:10 pm VSAA Dance Showcase	Arts &	0:44
6:54 pm SW Washington Wind Symphony - Heart and Voice The SW Wash. Wind Syphony performs its late winter concert "Heart & Voice" with Conductor Mark Lane. Recorded	Arts &	1:05
8:00 pm Feedback, Episode 1 FutureMe	Informational	0:16
8:16 pm Feedback, Episode 2 Foundation for Vancouver Public Schools	Informational	0:13

Program Schedule
12/6/2020 to 12/12/2020, Channel 28/328

Date/Tim	Subject	Length
8:30 pm Inside VPS Podcast, Episode 3 A video podcast featuring VPS superintendent Dr. Steve	Informational	0:34
9:05 pm Sit Down with the Supt., Episode 2 In person learning for small groups and safely transitioning to	Informational	0:15
9:30 pm Young Filmmakers Project, Episode 9 VSAA	Arts &	0:19
10:00 pm VSAA Band Informance	Arts &	0:25
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Tuesday, 12/8/2020		
12:35 am EPS Theater Festival 2020 Students from Union, Mtn. View, Evergreen, Heritage HS, and Cascade MS perform in the annual EPS Theater Festival.	Arts &	1:22
2:00 am Skyview High School Homecoming 2019 Concert	Arts &	0:57
3:00 am STEM in 30: International Space Station, Episode 3	Informational	0:29
3:30 am Northside Choral Festival 2019 Student choirs from Heritage HS; Covington & Frontier MS; Orchards, Sifton, Silver Star, Sunset, & York Elementary.	Arts &	0:45
4:20 am VSAA Oliver!	Arts &	2:03
6:25 am Eastside Choral Festival 2019 Student choirs from Union HS; Pacific MS; Burnt Bridge Creek, Harmony, Illahee, & Pioneer Elementary perform.	Arts &	0:42
7:10 am VSAA Dance Showcase	Arts &	0:44
7:54 am SW Washington Wind Symphony - Heart and Voice The SW Wash. Wind Syphony performs its late winter concert "Heart & Voice" with Conductor Mark Lane. Recorded	Arts &	1:05
9:00 am VSAA Theatre Showcase	Arts &	0:45
9:50 am Central Choral Festival 2019 Students choirs from Evergreen HS; Cascade MS; Burton, Endeavour, Fircrest, Hearthwood, Image, & Mill Plain	Arts &	0:50
10:45 am VSAA MIA Show	Arts &	1:10
12:00 pm Southside Choral Festival 2019 Mtn. View HS; Shahala & Wy'East MS; Columbia Valley, Crestline, Ellsworth, Fisher's Landing, Marrion, & Riverview.	Arts &	0:42
12:45 pm VSAA EDDE Dance Showcase	Arts &	0:43
1:30 pm VSAA Virtual Concert	Arts &	0:08
1:40 pm EPS Theater Festival 2020 Students from Union, Mtn. View, Evergreen, Heritage HS, and Cascade MS perform in the annual EPS Theater Festival.	Arts &	1:22
3:03 pm VSAA Vocal Informance	Arts &	0:56
4:00 pm Feedback, Episode 1 FutureMe	Informational	0:16

Program Schedule
12/6/2020 to 12/12/2020, Channel 28/328

Date/Tim	Subject	Length
4:16 pm Feedback, Episode 2 Foundation for Vancouver Public Schools	Informational	0:13
4:30 pm Inside VPS Podcast, Episode 3 A video podcast featuring VPS superintendent Dr. Steve	Informational	0:34
5:05 pm Sit Down with the Supt., Episode 2 In person learning for small groups and safely transitioning to	Informational	0:15
5:30 pm Young Filmmakers Project, Episode 9 VSAA	Arts &	0:19
6:00 pm VSAA Trojan Women	Arts &	1:01
7:04 pm VSAA Band Informance	Arts &	0:25
7:30 pm STEM in 30: International Space Station, Episode 3	Informational	0:29
8:00 pm Portland Percussion Group - Live at Mountain View HS PPG performs at MVHS in preparation for the GAIDA Festival of Contemporary Music in Vilnius, Lithuania.	Arts &	1:13
9:15 pm VSAA Dance Showcase	Arts &	0:44
10:00 pm VSAA Theatre Showcase	Arts &	0:45
10:50 pm Central Choral Festival 2019 Students choirs from Evergreen HS; Cascade MS; Burton, Endeavour, Fircrest, Hearthwood, Image, & Mill Plain	Arts &	0:50
11:45 pm VSAA MIA Show	Arts &	1:10
Wednesday,		
1:00 am Southside Choral Festival 2019 Mtn. View HS; Shahala & Wy'East MS; Columbia Valley, Crestline, Ellsworth, Fisher's Landing, Marrion, & Riverview.	Arts &	0:42
1:45 am VSAA EDDE Dance Showcase	Arts &	0:43
2:30 am VSAA Virtual Concert	Arts &	0:08
2:40 am EPS Theater Festival 2020 Students from Union, Mtn. View, Evergreen, Heritage HS, and Cascade MS perform in the annual EPS Theater Festival.	Arts &	1:22
4:03 am VSAA Vocal Informance	Arts &	0:56
5:00 am Feedback, Episode 1 FutureMe	Informational	0:16
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8:30 am STEM in 30: International Space Station, Episode 3	Informational	0:29

Program Schedule
12/6/2020 to 12/12/2020, Channel 28/328

Date/Tim	Subject	Length
9:00 am In the Spotlight 2020 Battle Ground High School Choir Department presents IN	Arts &	1:04
10:05 am VSAA Theatre Showcase	Arts &	0:45
10:55 am VSAA Strings & Cookies Concert 2019	Arts &	1:02
12:00 pm Feedback, Episode 1 FutureMe	Informational	0:16
12:16 pm Feedback, Episode 2 Foundation for Vancouver Public Schools	Informational	0:13
12:30 pm Inside VPS Podcast, Episode 3 A video podcast featuring VPS superintendent Dr. Steve	Informational	0:34
1:05 pm Sit Down with the Supt., Episode 2 In person learning for small groups and safely transitioning to	Informational	0:15
1:30 pm Young Filmmakers Project, Episode 9 VSAA	Arts &	0:19
2:00 pm VSAA Oliver!	Arts &	2:03
4:05 pm SW Washington Wind Symphony: Songs of Life The Southwest Washington Wind Symphony presents it spring concert, Songs of Life. This was held at Union High	Arts &	1:18
5:25 pm VSAA MIA Show	Arts &	1:10
6:40 pm SW Washington Wind Symphony: Contrasts The SWWWS presents Contrasts - the Symphony's fall concert recorded on October 20, 2019 at Union High School.	Arts &	1:15
7:55 pm VSAA Vocal Spring Sing 2019	Arts &	1:38
9:34 pm VSAA Band Informance	Arts &	0:25
10:00 pm In the Spotlight 2020 Battle Ground High School Choir Department presents IN	Arts &	1:04
11:05 pm VSAA Theatre Showcase	Arts &	0:45
11:55 pm VSAA Strings & Cookies Concert 2019	Arts &	1:02

Thursday, 12/10/2020

1:00 am Feedback, Episode 1 FutureMe	Informational	0:16
1:16 am Feedback, Episode 2 Foundation for Vancouver Public Schools	Informational	0:13
1:30 am Inside VPS Podcast, Episode 3 A video podcast featuring VPS superintendent Dr. Steve	Informational	0:34
2:05 am Sit Down with the Supt., Episode 2 In person learning for small groups and safely transitioning to	Informational	0:15
2:30 am Young Filmmakers Project, Episode 9 VSAA	Arts &	0:19
3:00 am VSAA Oliver!	Arts &	2:03
5:05 am SW Washington Wind Symphony: Songs of Life The Southwest Washington Wind Symphony presents it spring concert, Songs of Life. This was held at Union High	Arts &	1:18

Program Schedule
12/6/2020 to 12/12/2020, Channel 28/328

Date/Tim		Subject	Length
6:25 am	VSAA MIA Show	Arts &	1:10
7:40 am	SW Washington Wind Symphony: Contrasts The SWWWS presents Contrasts - the Symphony's fall concert recorded on October 20, 2019 at Union High School.	Arts &	1:15
9:00 am	Feedback, Episode 1 FutureMe	Informational	0:16
9:16 am	Feedback, Episode 2 Foundation for Vancouver Public Schools	Informational	0:13
9:30 am	Inside VPS Podcast, Episode 3 A video podcast featuring VPS superintendent Dr. Steve	Informational	0:34
10:05 am	Sit Down with the Supt., Episode 2 In person learning for small groups and safely transitioning to	Informational	0:15
10:30 am	Young Filmmakers Project, Episode 9 VSAA	Arts &	0:19
11:00 am	VSAA EDDE Dance Showcase	Arts &	0:43
11:45 am	Skyview High School Homecoming 2019 Concert	Arts &	0:57
12:45 pm	EPS Theater Festival 2020 Students from Union, Mtn. View, Evergreen, Heritage HS, and Cascade MS perform in the annual EPS Theater Festival.	Arts &	1:22
2:10 pm	Northside Choral Festival 2019 Student choirs from Heritage HS; Covington & Frontier MS; Orchards, Sifton, Silver Star, Sunset, & York Elementary.	Arts &	0:45
3:00 pm	VSAA Trojan Women	Arts &	1:01
4:02 pm	Northside Choral Festival 2019 Student choirs from Heritage HS; Covington & Frontier MS; Orchards, Sifton, Silver Star, Sunset, & York Elementary.	Arts &	0:45
4:48 pm	STEM in 30: International Space Station, Episode 3	Informational	0:29
5:18 pm	Central Choral Festival 2019 Students choirs from Evergreen HS; Cascade MS; Burton, Endeavour, Fircrest, Hearthwood, Image, & Mill Plain	Arts &	0:50
6:09 pm	VSAA Dance Showcase	Arts &	0:44
6:54 pm	SW Washington Wind Symphony - Heart and Voice The SW Wash. Wind Syphony performs its late winter concert "Heart & Voice" with Conductor Mark Lane. Recorded	Arts &	1:05
8:00 pm	VSAA Theatre Showcase	Arts &	0:45
8:47 pm	Southside Choral Festival 2019 Mtn. View HS; Shahala & Wy'East MS; Columbia Valley, Crestline, Ellsworth, Fisher's Landing, Marrion, & Riverview.	Arts &	0:42
9:30 pm	STEM in 30: International Space Station, Episode 3	Informational	0:29
10:00 pm	Feedback, Episode 1 FutureMe	Informational	0:16
10:16 pm	Feedback, Episode 2 Foundation for Vancouver Public Schools	Informational	0:13
10:30 pm	Inside VPS Podcast, Episode 3 A video podcast featuring VPS superintendent Dr. Steve	Informational	0:34

Program Schedule
12/6/2020 to 12/12/2020, Channel 28/328

Date/Tim	Subject	Length
11:05 pm Sit Down with the Supt., Episode 2 In person learning for small groups and safely transitioning to	Informational	0:15
11:30 pm Young Filmmakers Project, Episode 9 VSAA	Arts &	0:19
Friday, 12/11/2020		
12:00 am VSAA EDDE Dance Showcase	Arts &	0:43
12:45 am Skyview High School Homecoming 2019 Concert	Arts &	0:57
1:45 am EPS Theater Festival 2020 Students from Union, Mtn. View, Evergreen, Heritage HS, and Cascade MS perform in the annual EPS Theater Festival.	Arts &	1:22
3:10 am Northside Choral Festival 2019 Student choirs from Heritage HS; Covington & Frontier MS; Orchards, Sifton, Silver Star, Sunset, & York Elementary.	Arts &	0:45
4:00 am VSAA Trojan Women	Arts &	1:01
5:02 am Northside Choral Festival 2019 Student choirs from Heritage HS; Covington & Frontier MS; Orchards, Sifton, Silver Star, Sunset, & York Elementary.	Arts &	0:45
5:48 am STEM in 30: International Space Station, Episode 3	Informational	0:29
6:18 am Central Choral Festival 2019 Students choirs from Evergreen HS; Cascade MS; Burton, Endeavour, Fircrest, Hearthwood, Image, & Mill Plain	Arts &	0:50
7:09 am VSAA Dance Showcase	Arts &	0:44
7:54 am SW Washington Wind Symphony - Heart and Voice The SW Wash. Wind Syphony performs its late winter concert "Heart & Voice" with Conductor Mark Lane. Recorded	Arts &	1:05
9:00 am VSAA Oliver!	Arts &	2:03
11:05 am VSAA Virtual Concert	Arts &	0:08
11:15 am VSAA MIA Show	Arts &	1:10
12:30 pm In the Spotlight 2020 Battle Ground High School Choir Department presents IN	Arts &	1:04
1:35 pm VSAA EDDE Dance Showcase	Arts &	0:43
2:20 pm Portland Percussion Group - Live at Mountain View HS PPG performs at MVHS in preparation for the GAIDA Festival of Contemporary Music in Vilnius, Lithuania.	Arts &	1:13
3:35 pm EPS Theater Festival 2020 Students from Union, Mtn. View, Evergreen, Heritage HS, and Cascade MS perform in the annual EPS Theater Festival.	Arts &	1:22
4:57 pm VSAA Strings & Cookies Concert 2019	Arts &	1:02
6:00 pm Feedback, Episode 1 FutureMe	Informational	0:16
6:16 pm Feedback, Episode 2 Foundation for Vancouver Public Schools	Informational	0:13
6:30 pm Inside VPS Podcast, Episode 3 A video podcast featuring VPS superintendent Dr. Steve	Informational	0:34

Program Schedule
12/6/2020 to 12/12/2020, Channel 28/328

Date/Tim	Subject	Length
7:05 pm Sit Down with the Supt., Episode 2 In person learning for small groups and safely transitioning to	Informational	0:15
7:30 pm Young Filmmakers Project, Episode 9 VSAA	Arts &	0:19
8:00 pm VSAA Trojan Women	Arts &	1:01
9:03 pm VSAA Vocal Informance	Arts &	0:56
10:00 pm VSAA Oliver!	Arts &	2:03
Saturday, 12/12/2020		
12:05 am VSAA Virtual Concert	Arts &	0:08
12:15 am VSAA MIA Show	Arts &	1:10
1:30 am In the Spotlight 2020 Battle Ground High School Choir Department presents IN	Arts &	1:04
2:35 am VSAA EDDE Dance Showcase	Arts &	0:43
3:20 am Portland Percussion Group - Live at Mountain View HS PPG performs at MVHS in preparation for the GAIDA Festival of Contemporary Music in Vilnius, Lithuania.	Arts &	1:13
4:35 am EPS Theater Festival 2020 Students from Union, Mtn. View, Evergreen, Heritage HS, and Cascade MS perform in the annual EPS Theater Festival.	Arts &	1:22
5:57 am VSAA Strings & Cookies Concert 2019	Arts &	1:02
7:00 am Feedback, Episode 1 FutureMe	Informational	0:16
7:16 am Feedback, Episode 2 Foundation for Vancouver Public Schools	Informational	0:13
7:30 am Inside VPS Podcast, Episode 3 A video podcast featuring VPS superintendent Dr. Steve	Informational	0:34
8:05 am Sit Down with the Supt., Episode 2 In person learning for small groups and safely transitioning to	Informational	0:15
8:30 am Young Filmmakers Project, Episode 9 VSAA	Arts &	0:19
9:00 am STEM in 30: International Space Station, Episode 3	Informational	0:29
9:30 am SW Washington Wind Symphony: Songs of Life The Southwest Washington Wind Symphony presents it spring concert, Songs of Life. This was held at Union High	Arts &	1:18
10:50 am VSAA Oliver!	Arts &	2:03
12:53 pm VSAA Vocal Spring Sing 2019	Arts &	1:38
2:34 pm VSAA Band Informance	Arts &	0:25
3:00 pm Feedback, Episode 1 FutureMe	Informational	0:16
3:16 pm Feedback, Episode 2 Foundation for Vancouver Public Schools	Informational	0:13
3:30 pm Inside VPS Podcast, Episode 3 A video podcast featuring VPS superintendent Dr. Steve	Informational	0:34

Program Schedule
12/6/2020 to 12/12/2020, Channel 28/328

Date/Tim		Subject	Length
4:05 pm	Sit Down with the Supt., Episode 2 In person learning for small groups and safely transitioning to	Informational	0:15
4:30 pm	Young Filmmakers Project, Episode 9 VSAA	Arts &	0:19
5:00 pm	VSAA Dance Showcase	Arts &	0:44
5:45 pm	SW Washington Wind Symphony: Contrasts The SWWWS presents Contrasts - the Symphony's fall concert recorded on October 20, 2019 at Union High School.	Arts &	1:15
7:00 pm	Skyview High School Homecoming 2019 Concert	Arts &	0:57
8:00 pm	VSAA Theatre Showcase	Arts &	0:45
8:48 pm	Northside Choral Festival 2019 Student choirs from Heritage HS; Covington & Frontier MS; Orchards, Sifton, Silver Star, Sunset, & York Elementary.	Arts &	0:45
9:34 pm	VSAA Band Informance	Arts &	0:25
10:00 pm	STEM in 30: International Space Station, Episode 3	Informational	0:29
10:30 pm	SW Washington Wind Symphony: Songs of Life The Southwest Washington Wind Symphony presents it spring concert, Songs of Life. This was held at Union High	Arts &	1:18
11:50 pm	VSAA Oliver!	Arts &	2:03

Program Schedule
12/6/2020 to 12/12/2020, Channel 27

Date/Tim	Subject	Length
Sunday, 12/6/2020		
12:40 am VSAA Dance Showcase	Arts &	0:44
1:30 am STEM in 30: International Space Station, Episode 3	Informational	0:29
2:00 am Inside VPS Podcast, Episode 3 A video podcast featuring VPS superintendent Dr. Steve	Informational	0:34
2:35 am Sit Down with the Supt., Episode 2 In person learning for small groups and safely transitioning to	Informational	0:15
3:00 am Young Filmmakers Project, Episode 9 VSAA	Arts &	0:19
3:20 am SW Washington Wind Symphony - Heart and Voice The SW Wash. Wind Syphony performs its late winter concert "Heart & Voice" with Conductor Mark Lane. Recorded	Arts &	1:05
4:30 am VSAA Oliver!	Arts &	2:03
6:34 am VSAA Band Informance	Arts &	0:25
7:00 am VSAA Trojan Women	Arts &	1:01
8:05 am Central Choral Festival 2019 Students choirs from Evergreen HS; Cascade MS; Burton, Endeavour, Fircrest, Hearthwood, Image, & Mill Plain	Arts &	0:50
9:00 am Classic Arts Showcase www.classicartsshowcase.org	Arts &	11:00
8:00 pm Feedback, Episode 1 FutureMe	Informational	0:16
8:16 pm Feedback, Episode 2 Foundation for Vancouver Public Schools	Informational	0:13
8:30 pm Inside VPS Podcast, Episode 3 A video podcast featuring VPS superintendent Dr. Steve	Informational	0:34
9:05 pm Sit Down with the Supt., Episode 2 In person learning for small groups and safely transitioning to	Informational	0:15
9:30 pm Young Filmmakers Project, Episode 9 VSAA	Arts &	0:19
10:00 pm VSAA Oliver!	Arts &	2:03
Monday, 12/7/2020		
12:05 am SW Washington Wind Symphony: Songs of Life The Southwest Washington Wind Symphony presents it spring concert, Songs of Life. This was held at Union High	Arts &	1:18
1:25 am VSAA Dance Showcase	Arts &	0:44
2:10 am VSAA Strings & Cookies Concert 2019	Arts &	1:02
3:15 am VSAA Theatre Showcase	Arts &	0:45
4:05 am VSAA Vocal Spring Sing 2019	Arts &	1:38
5:45 am VSAA MIA Show	Arts &	1:10
7:00 am VSAA Vocal Informance	Arts &	0:56
7:58 am VSAA Trojan Women	Arts &	1:01

Program Schedule
12/6/2020 to 12/12/2020, Channel 27

Date/Tim	Subject	Length
9:00 am Classic Arts Showcase www.classicartsshowcase.org	Arts &	11:00
8:00 pm VSAA Band Informance	Arts &	0:25
8:30 pm VSAA EDDE Dance Showcase	Arts &	0:43
9:15 pm SW Washington Wind Symphony: Contrasts The SWWWS presents Contrasts - the Symphony's fall concert recorded on October 20, 2019 at Union High School.	Arts &	1:15
10:35 pm EPS Theater Festival 2020 Students from Union, Mtn. View, Evergreen, Heritage HS, and Cascade MS perform in the annual EPS Theater Festival.	Arts &	1:22
Tuesday, 12/8/2020		
12:00 am Skyview High School Homecoming 2019 Concert	Arts &	0:57
1:00 am STEM in 30: International Space Station, Episode 3	Informational	0:29
1:30 am Northside Choral Festival 2019 Student choirs from Heritage HS; Covington & Frontier MS; Orchards, Sifton, Silver Star, Sunset, & York Elementary.	Arts &	0:45
2:20 am VSAA Oliver!	Arts &	2:03
4:25 am Eastside Choral Festival 2019 Student choirs from Union HS; Pacific MS; Burnt Bridge Creek, Harmony, Illahee, & Pioneer Elementary perform.	Arts &	0:42
5:10 am VSAA Dance Showcase	Arts &	0:44
5:54 am SW Washington Wind Symphony - Heart and Voice The SW Wash. Wind Syphony performs its late winter concert "Heart & Voice" with Conductor Mark Lane. Recorded	Arts &	1:05
7:00 am Feedback, Episode 1 FutureMe	Informational	0:16
7:16 am Feedback, Episode 2 Foundation for Vancouver Public Schools	Informational	0:13
7:30 am Inside VPS Podcast, Episode 3 A video podcast featuring VPS superintendent Dr. Steve	Informational	0:34
8:05 am Sit Down with the Supt., Episode 2 In person learning for small groups and safely transitioning to	Informational	0:15
8:30 am Young Filmmakers Project, Episode 9 VSAA	Arts &	0:19
9:00 am Classic Arts Showcase www.classicartsshowcase.org	Arts &	11:00
8:00 pm VSAA Theatre Showcase	Arts &	0:45
8:50 pm Central Choral Festival 2019 Students choirs from Evergreen HS; Cascade MS; Burton, Endeavour, Fircrest, Hearthwood, Image, & Mill Plain	Arts &	0:50
9:45 pm VSAA MIA Show	Arts &	1:10
11:00 pm Southside Choral Festival 2019 Mtn. View HS; Shahala & Wy'East MS; Columbia Valley, Crestline, Ellsworth, Fisher's Landing, Marrion, & Riverview.	Arts &	0:42
11:45 pm VSAA EDDE Dance Showcase	Arts &	0:43

Program Schedule
12/6/2020 to 12/12/2020, Channel 27

Date/Tim	Subject	Length
Wednesday,		
12:30 am VSAA Virtual Concert	Arts &	0:08
12:40 am EPS Theater Festival 2020 Students from Union, Mtn. View, Evergreen, Heritage HS, and Cascade MS perform in the annual EPS Theater Festival.	Arts &	1:22
2:03 am VSAA Vocal Informance	Arts &	0:56
3:00 am Feedback, Episode 1 FutureMe	Informational	0:16
3:16 am Feedback, Episode 2 Foundation for Vancouver Public Schools	Informational	0:13
3:30 am Inside VPS Podcast, Episode 3 A video podcast featuring VPS superintendent Dr. Steve	Informational	0:34
4:05 am Sit Down with the Supt., Episode 2 In person learning for small groups and safely transitioning to	Informational	0:15
4:30 am Young Filmmakers Project, Episode 9 VSAA	Arts &	0:19
5:00 am VSAA Trojan Women	Arts &	1:01
6:04 am VSAA Band Informance	Arts &	0:25
6:30 am STEM in 30: International Space Station, Episode 3	Informational	0:29
7:00 am Portland Percussion Group - Live at Mountain View HS PPG performs at MVHS in preparation for the GAIDA Festival of Contemporary Music in Vilnius, Lithuania.	Arts &	1:13
8:15 am VSAA Dance Showcase	Arts &	0:44
9:00 am Classic Arts Showcase www.classicartsshowcase.org	Arts &	11:00
8:00 pm In the Spotlight 2020 Battle Ground High School Choir Department presents IN	Arts &	1:04
9:05 pm VSAA Theatre Showcase	Arts &	0:45
9:55 pm VSAA Strings & Cookies Concert 2019	Arts &	1:02
11:00 pm Feedback, Episode 1 FutureMe	Informational	0:16
11:16 pm Feedback, Episode 2 Foundation for Vancouver Public Schools	Informational	0:13
11:30 pm Inside VPS Podcast, Episode 3 A video podcast featuring VPS superintendent Dr. Steve	Informational	0:34
Thursday, 12/10/2020		
12:05 am Sit Down with the Supt., Episode 2 In person learning for small groups and safely transitioning to	Informational	0:15
12:30 am Young Filmmakers Project, Episode 9 VSAA	Arts &	0:19
1:00 am VSAA Oliver!	Arts &	2:03

Program Schedule
12/6/2020 to 12/12/2020, Channel 27

Date/Tim	Subject	Length
3:05 am SW Washington Wind Symphony: Songs of Life The Southwest Washington Wind Symphony presents it spring concert, Songs of Life. This was held at Union High	Arts &	1:18
4:25 am VSAA MIA Show	Arts &	1:10
5:40 am SW Washington Wind Symphony: Contrasts The SWWWWS presents Contrasts - the Symphony's fall concert recorded on October 20, 2019 at Union High School.	Arts &	1:15
6:55 am VSAA Vocal Spring Sing 2019	Arts &	1:38
8:34 am VSAA Band Informance	Arts &	0:25
9:00 am Classic Arts Showcase www.classicartsshowcase.org	Arts &	11:00
8:00 pm Feedback, Episode 1 FutureMe	Informational	0:16
8:16 pm Feedback, Episode 2 Foundation for Vancouver Public Schools	Informational	0:13
8:30 pm Inside VPS Podcast, Episode 3 A video podcast featuring VPS superintendent Dr. Steve	Informational	0:34
9:05 pm Sit Down with the Supt., Episode 2 In person learning for small groups and safely transitioning to	Informational	0:15
9:30 pm Young Filmmakers Project, Episode 9 VSAA	Arts &	0:19
10:00 pm VSAA EDDE Dance Showcase	Arts &	0:43
10:45 pm Skyview High School Homecoming 2019 Concert	Arts &	0:57
11:45 pm EPS Theater Festival 2020 Students from Union, Mtn. View, Evergreen, Heritage HS, and Cascade MS perform in the annual EPS Theater Festival.	Arts &	1:22
Friday, 12/11/2020		
1:10 am Northside Choral Festival 2019 Student choirs from Heritage HS; Covington & Frontier MS; Orchards, Sifton, Silver Star, Sunset, & York Elementary.	Arts &	0:45
2:00 am VSAA Trojan Women	Arts &	1:01
3:02 am Northside Choral Festival 2019 Student choirs from Heritage HS; Covington & Frontier MS; Orchards, Sifton, Silver Star, Sunset, & York Elementary.	Arts &	0:45
3:48 am STEM in 30: International Space Station, Episode 3	Informational	0:29
4:18 am Central Choral Festival 2019 Students choirs from Evergreen HS; Cascade MS; Burton, Endeavour, Fircrest, Hearthwood, Image, & Mill Plain	Arts &	0:50
5:09 am VSAA Dance Showcase	Arts &	0:44
5:54 am SW Washington Wind Symphony - Heart and Voice The SW Wash. Wind Syphony performs its late winter concert "Heart & Voice" with Conductor Mark Lane. Recorded	Arts &	1:05
7:00 am VSAA Theatre Showcase	Arts &	0:45

Program Schedule
12/6/2020 to 12/12/2020, Channel 27

Date/Tim	Subject	Length
7:47 am Southside Choral Festival 2019 Mtn. View HS; Shahala & Wy'East MS; Columbia Valley, Crestline, Ellsworth, Fisher's Landing, Marriion, & Riverview.	Arts &	0:42
8:30 am STEM in 30: International Space Station, Episode 3	Informational	0:29
9:00 am Classic Arts Showcase www.classicartsshowcase.org	Arts &	11:00
8:00 pm VSAA Oliver!	Arts &	2:03
10:05 pm VSAA Virtual Concert	Arts &	0:08
10:15 pm VSAA MIA Show	Arts &	1:10
11:30 pm In the Spotlight 2020 Battle Ground High School Choir Department presents IN	Arts &	1:04
Saturday, 12/12/2020		
12:35 am VSAA EDDE Dance Showcase	Arts &	0:43
1:20 am Portland Percussion Group - Live at Mountain View HS PPG performs at MVHS in preparation for the GAIDA Festival of Contemporary Music in Vilnius, Lithuania.	Arts &	1:13
2:35 am EPS Theater Festival 2020 Students from Union, Mtn. View, Evergreen, Heritage HS, and Cascade MS perform in the annual EPS Theater Festival.	Arts &	1:22
3:57 am VSAA Strings & Cookies Concert 2019	Arts &	1:02
5:00 am Feedback, Episode 1 FutureMe	Informational	0:16
5:16 am Feedback, Episode 2 Foundation for Vancouver Public Schools	Informational	0:13
5:30 am Inside VPS Podcast, Episode 3 A video podcast featuring VPS superintendent Dr. Steve	Informational	0:34
6:05 am Sit Down with the Supt., Episode 2 In person learning for small groups and safely transitioning to	Informational	0:15
6:30 am Young Filmmakers Project, Episode 9 VSAA	Arts &	0:19
7:00 am VSAA Trojan Women	Arts &	1:01
8:03 am VSAA Vocal Informance	Arts &	0:56
9:00 am Classic Arts Showcase www.classicartsshowcase.org	Arts &	11:00
8:00 pm STEM in 30: International Space Station, Episode 3	Informational	0:29
8:30 pm SW Washington Wind Symphony: Songs of Life The Southwest Washington Wind Symphony presents it spring concert, Songs of Life. This was held at Union High	Arts &	1:18
9:50 pm VSAA Oliver!	Arts &	2:03
11:53 pm VSAA Vocal Spring Sing 2019	Arts &	1:38



ANNUAL

REPORT

www.esd112.org/tvetc

Community



TV ETC is a partnership of Clark County schools sharing resources to provide local educational programming on cable television.

Since 1979, the Vancouver Educational Telecommunications Consortium (TV ETC) has served the educational and general community in Clark County.

TV ETC members produced 157 hours of original locally produced video programming in 2020.



TV ETC MEMBERS



Battle Ground
Public Schools



Evergreen
Public Schools



Vancouver
Public Schools



Educational
Service District 112



Camas
School District



Washougal
School District



Hockinson
School District

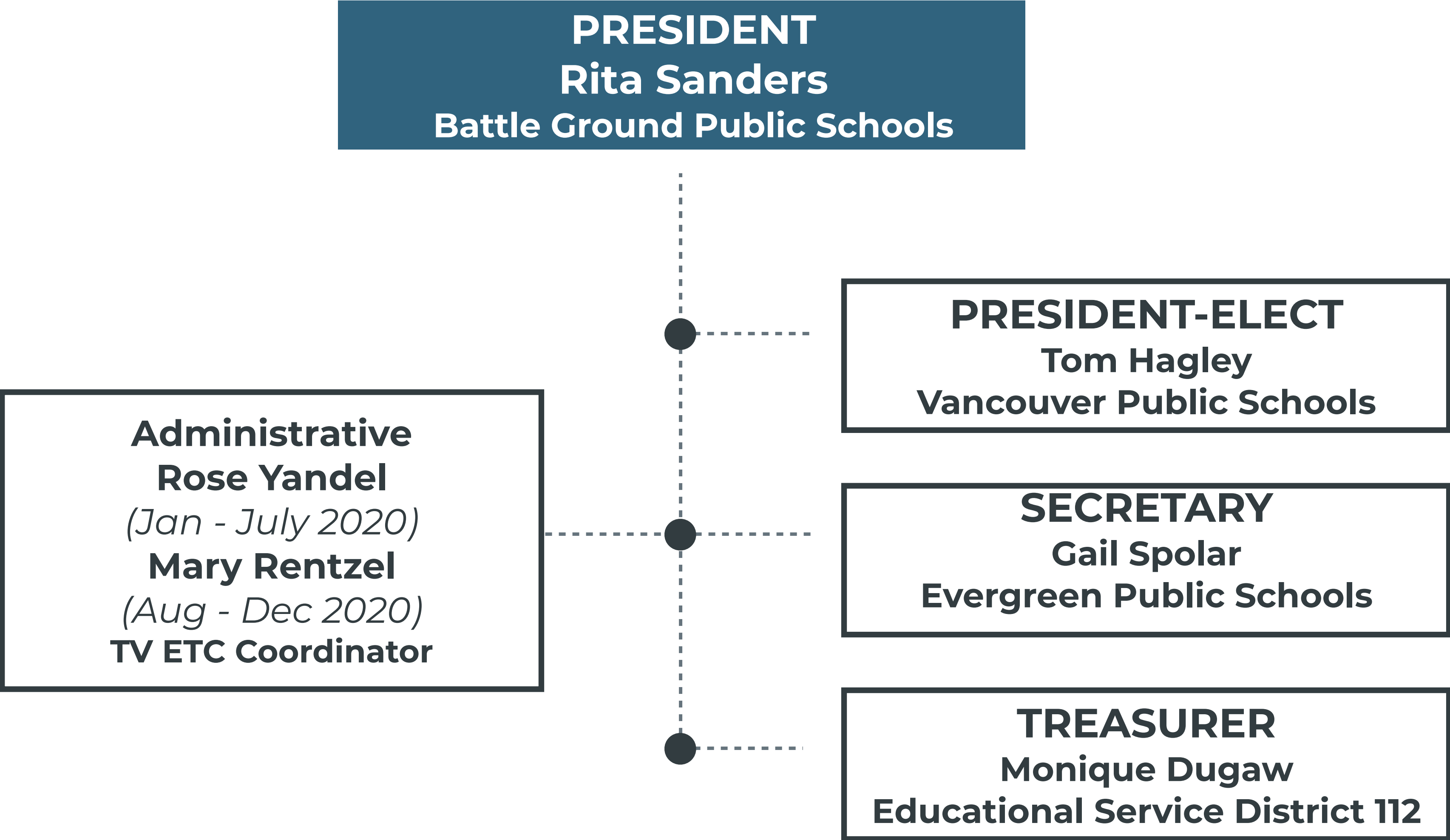


Washington State
School for the Blind

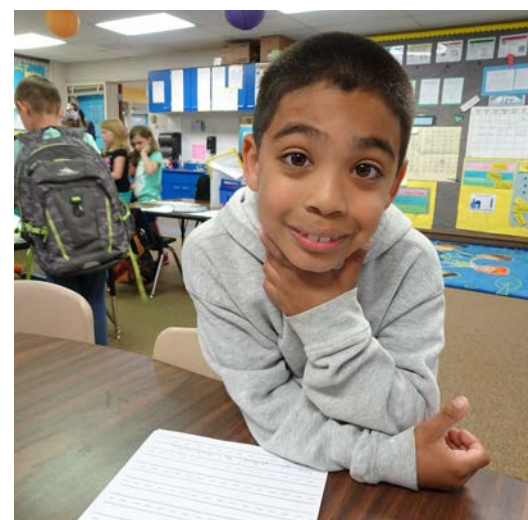


La Center
School District

TV ETC BOARD OF DIRECTORS



WHO WE SERVE



TV ETC members view our channels as a vital communications and information tool for our local schools.



○
SHARED
RESOURCES

VITAL
TOOL

POPULAR
PROGRAMS

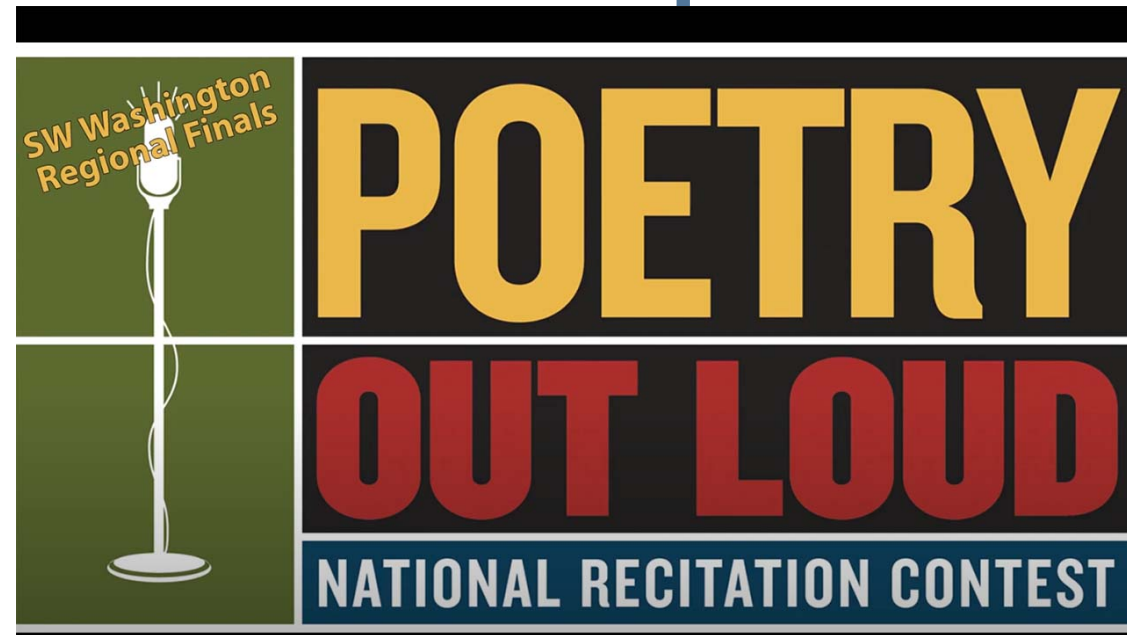
A consortium of educational institutions, both private and public, share educational access channels representing 75,000 students from Kindergarten through 12th grade in Clark County.



TV ETC produces popular programming such as school concerts, plays from elementary, middle and high schools; and sports events from our local schools.

VIDEO HIGHLIGHTS 2020

6



JAN

FEB

MAR



Poetry Out Loud

SW WA students recite poetry in this annual competition.



Inside VPS EP 6

A look into local levy dollars, construction projects, about district magnet programs at VPS.

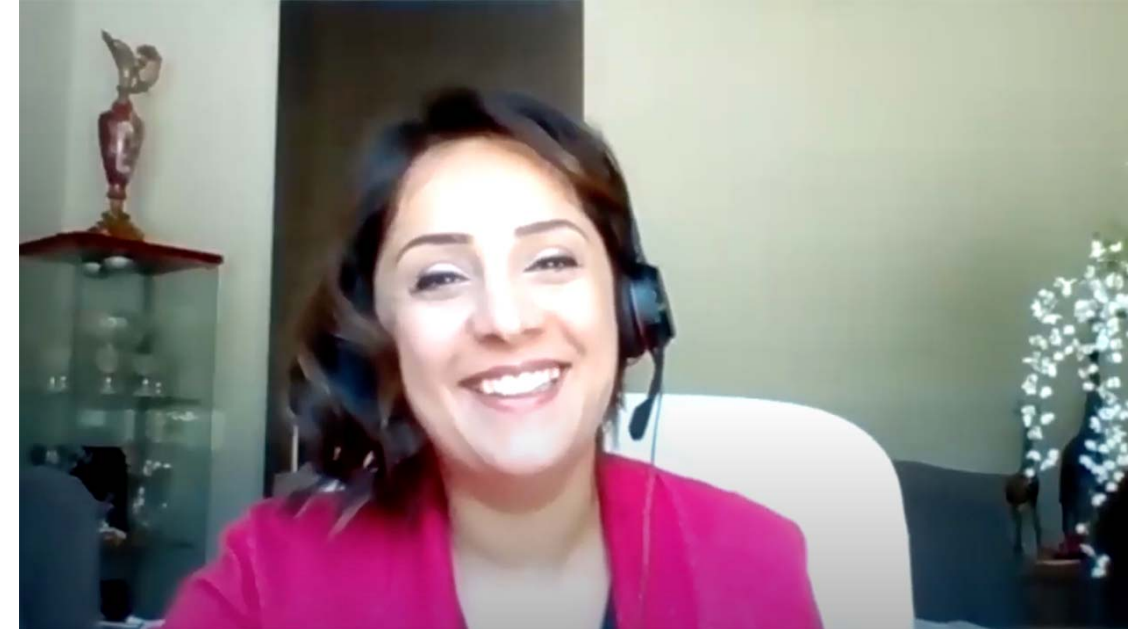


EPS Theater Festival 2020

Evergreen Public Schools' Sifton Elementary Groundbreaking ceremony

VIDEO HIGHLIGHTS 2020

7



APRIL

MAY

JUNE



Quick Look - Grad Questions

District and school administrators discuss how graduations may work in June.



Women in STEM

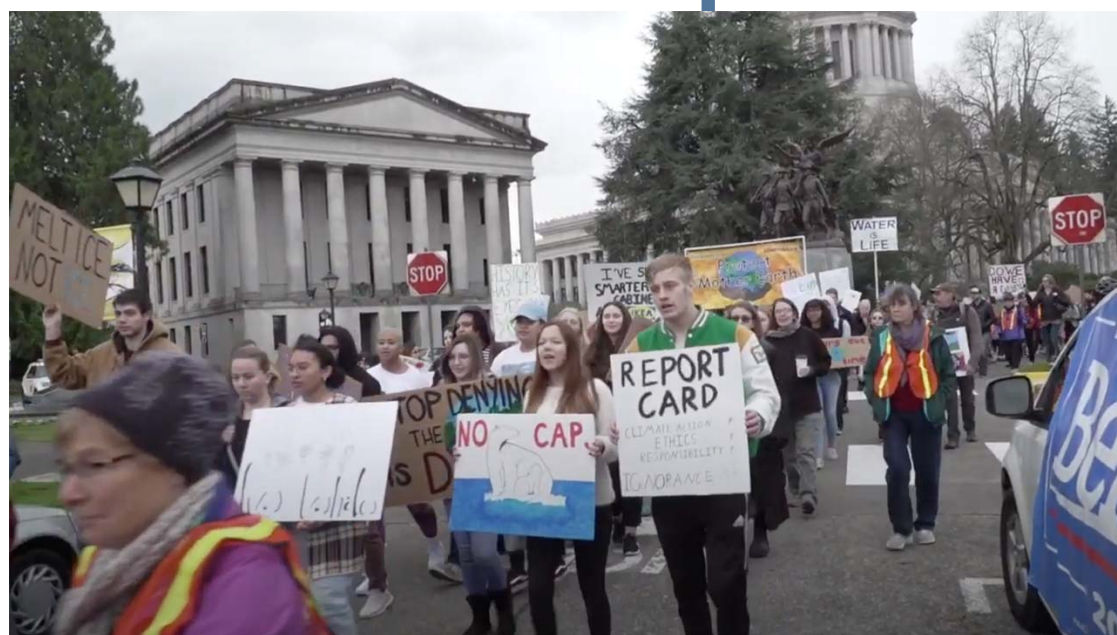
Panelists answer questions submitted by students about their jobs and how they got them.



EPS Porch Concerts

A creative outlet during the ongoing coronavirus quarantine for EPS music students.

VIDEO HIGHLIGHTS 2020



JULY

► ClimeTime - Student Voices

Students are leaving the classroom and marching in the streets to bring attention to the climate change emergency.



AUGUST

► Hudson's Bay HS Graduation 2020

Hudson's Bay High School Drive-through Graduation Ceremony.



SEPTEMBER

► Sit Down with the Supt.

The debut episode of "Sit Down with the Supt.," a periodic chat with Evergreen Public Schools Superintendent Mike Merlino.

VIDEO HIGHLIGHTS 2020

9



▶ OCTOBER

▶ Revitalizing VPS

Check out updates to Fruit Vally Elementary School, courtesy of the bond passed by voters!

NOVEMBER

▶ Medical Clinic at Evergreen HS

The Sea Mar Evergreen Medical Clinic, on the campus of Evergreen High School, is now open for patients.

DECEMBER

▶ Mountain View HS Choir Concert

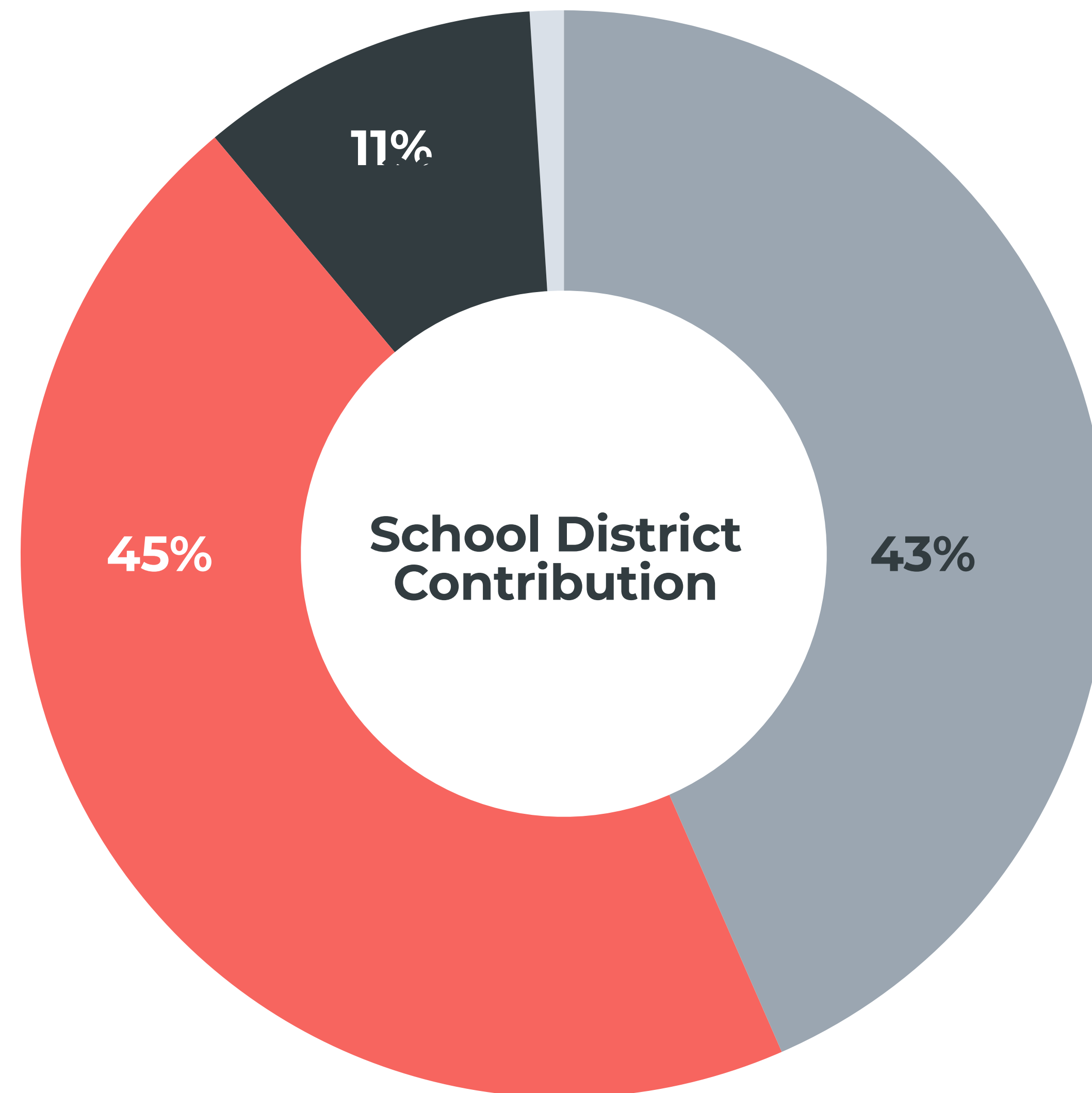
Members of the Mountain View High School Choir perform a selection of holiday songs.

1 Battle Ground
Public Schools
\$ 14,246

3 Vancouver
Public Schools
\$ 59,929

2 Evergreen
Public Schools
\$ 62,645

4 Other Educational
Institutions
\$1,260



FINANCIAL OVERVIEW

11

Total revenue

\$ 176,742

Total expenses

\$ 177,334

PEG Capital Funds Award December, 2019

\$ 336,528

Grantee
Expenditures

\$ 228,430*



*Held back for EPS:
\$96,248.47

Grant Award Balance
(Savings from bid process)

\$ 11,849

ONLINE PRESENCE

12



Facebook

TV ETC production members use social media to promote local cable productions and to re-purpose content for their Facebook community.



Twitter

Twitter serves as an additional online source for announcements and promotions of video productions such as live shots and upcoming sports events.



YouTube Channels

TV ETC production members each have their own YouTube channel brand containing a catalog of present and past programming for viewers.

SECONDARY SCREENS

13



YOUTUBE PRESENCE

EVERGREEN PUBLIC



SCHOOLS

552,079 views



VANCOUVER PUBLIC

SCHOOLS

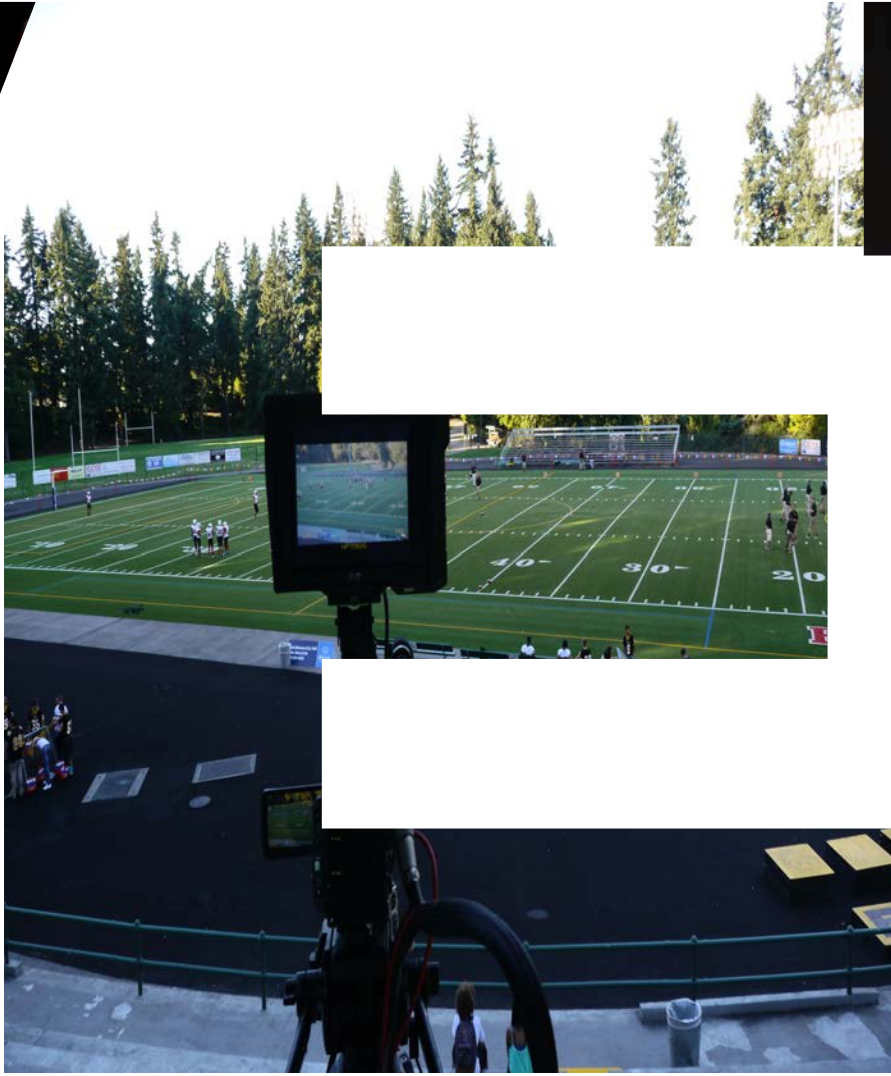
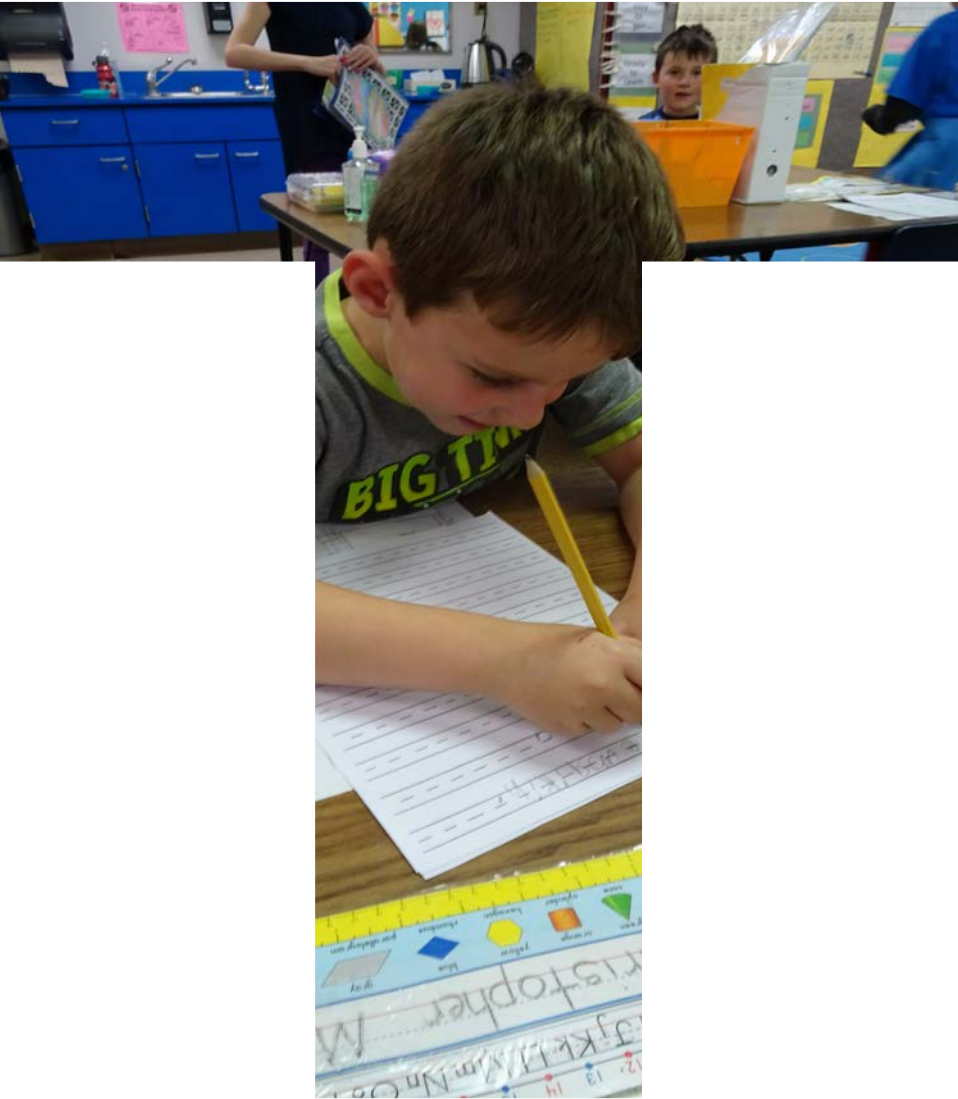
984,914 views

BATTLE GROUND PUBLIC SCHOOLS

66,754 views

TV ETC YouTube channel

236,687 views



07/12/21

RESOLUTION NO. _____

A RESOLUTION relating to cable television and to the designation of Clark Vancouver Television (“CVTV”) as the governmental access provider on the Comcast cable system for Vancouver and Clark County.

WHEREAS, Section 9 of the June 1, 2013, cable television franchise agreement between Comcast of Washington V, LLC (“Comcast”), the City of Vancouver (“City”) and Clark County (“County”), allows the Grantor (City and County) to designate authorized entities to manage the Public, Educational and Governmental (“PEG”) Access use channels on the cable system; and

WHEREAS, the City and County jointly fund and operate access channels on the local cable system, Clark Vancouver Television (“CVTV”); and

WHEREAS, all designated access providers (public, educational, and governmental) are evaluated and reviewed annually by the City/County Telecommunications Commission (“Commission”); and

WHEREAS, CVTV applied to the Commission on April 30, 2021, seeking to be re-designated as the governmental access provider; and

WHEREAS, the Commission reviewed the application on June 2, 2021, and found that CVTV has fully complied with the criteria and expectations for the governmental access provider and recommends that the Vancouver City Council and Clark County Council designate CVTV as the governmental access provider for the City and the County for the next year.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

RESOLUTION - 1

Section 1. As recommended by the City/County Telecommunications Commission in Resolution 2021-03, attached hereto as Exhibit “A”, Clark Vancouver Television is hereby designated as the governmental access provider on the Comcast cable system in Vancouver and Clark County.

Section 2. CVTV will continue to be allocated those channels previously allocated to CVTV for governmental access.

Section 3. CVTV will be eligible to apply for and receive PEG Capital Support Funds.

Section 4. Acts taken pursuant to this resolution but prior to its approval are hereby ratified and confirmed.

ADOPTED at regular session of the Council of the City of Vancouver, on this _____ day of _____, 2021.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

Attachment: Exhibit “A” – Telecommunications Commission Resolution 2021-03

RESOLUTION - 2

City/County Telecommunications Commission

RESOLUTION 2021-03

Regarding Annual Review of Government Access Programming and Re-Designation of City/County Cable Television Office as Government Access Cable Provider

Section 1. Findings

- 1.1 The cable television franchise agreements between Comcast of Washington, V LLC ("Comcast") and the City of Vancouver ("City") and Clark County ("County") requires that the Grantor (City and County) designate authorized entity or entities to manage or co-manage the Public, Educational and Government ("PEG") Access use channels on the cable system.
- 1.2 The City and County jointly fund and operate two access channels on the local cable system (Clark/Vancouver Television – CVTV) which is the designated local government access channel. The Commission originally approved the designation under the cable television franchise agreement via Resolution 1998-04 on February 18, 1998.
- 1.3 All designated access providers (public, educational, and government) will be evaluated and reviewed annually by the Commission consistent with the provisions of Section 9 of the cable franchise agreement, Section 5.19.300 of the Vancouver Municipal Code and Clark County Code 36.12.160 and Section 1.6 of this Resolution.
- 1.4 The City/County Cable Television Office submitted an application to the Commission seeking designation as the authorized government access provider on April 30, 2021 (attached as EXHIBIT A).
- 1.5 The Commission reviewed the City/County Cable Television Office's request for re-designation and representatives from City/County Cable Television Office made a presentation to the Commission on June 2, 2021, in support of the re-designation and to review government programming on CVTV.
- 1.6 The performance criteria for government access designation includes but is not limited to the following:
 - a) Number of hours of locally produced original video programming/week per channel;
 - b) Number of hours of locally scheduled video programming/week per channel;
 - c) Number of days and hours per week the channel is programmed with locally produced and locally scheduled video programming;
 - d) Amount of operating budget which meets or exceeds the criteria of operating funds to capital funds established in section 9.6 of the franchise agreement with Comcast Corporation;

- e) Extent to which locally produced and locally scheduled video programming focuses on the designated access category;
- f) Extent to which the locally produced and locally scheduled video programming provides value added to cable television subscribers in meeting the demonstrated needs established in the community ascertainment study.

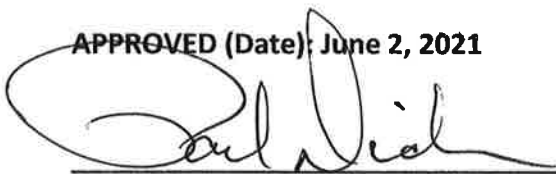
- 1.7 The Commission finds that the City/County Cable Television Office, as the designated access provider for government since September 2, 2020, has fully complied with the criteria and expectations for designation (as documented in the CVTV Annual Production Reports 2020 – EXHIBIT B) and recommends that the designation should remain in effect in accordance with the originally established criteria.

NOW THEREFORE BE IT RESOLVED:

Section 2.

- 2.1 The City/County Telecommunications Commission, through this Resolution recommends, the continued designation of the City/County Cable Television Office as the government access provider for the Comcast cable system, subject to annual review by the Commission as outlined in Section 1.3 and Section 1.6 of this Resolution.
- 2.2 The Commission recommends that the City/County Cable Television Office continue to be allocated four channels, channels 21 and 23 and high definition channels 321 and 323, on the Comcast cable system for government access use.
- 2.3 Staff is directed to forward this Resolution to the Vancouver City Council, and the Clark County Council.

APPROVED (Date): June 2, 2021



Paul Dicker, Chair, City/County Telecommunications Commission

Exhibits:

Exhibit A –Designated Access Provider Application Form completed by the City/County Cable Television Office, dated April 30, 2021

Exhibit B –CVTV Annual Report for 2020

DESIGNATED ACCESS PROVIDER
Public, Education, and Government

APPLICATION FORM

DATE: April 30, 2021

ACCESS CATEGORY: Government Access

PROVIDER NAME: City/County Cable Television Office

CONTACT: Jim Demmon, Cable Television Manager, 360-487-8703

- 1) Channels Requested: **Comcast: 21/321HD & 23/323HD**
- 2) Hours of original locally produced video programming per channel: **377.25 hours in 2020 aired on both channels**
- 3) Hours of locally scheduled video programming per channel: **6,898.78 hours in 2020 for CVTV and 7,359.23 hours for CVTV2**
- 4) Hours of live programming per channel: **332.44 hours in 2020 combined for both channels, excluding live KIRO programming on CVTV2**
- 5) Video programming hours per week per channel: **133 hours per week in 2020 for CVTV and 142 hours per week for CVTV2**
- 6) Video programming days of the week per channel: **7**
- 7) Video programming hours/days per channel: **Air programming 24-hours/7 days a week, averaged 18.95 hours of programming per day in 2020 for CVTV and 20.14 for CVTV2.**
- 8) Hours of non-video programming/bulletin board per channel: **3,309.79 in 2020 combined for both channels**

Types of Programming: **Please see attached 2020 Production Report, as well as weekly program schedule**

Serving the citizens of Vancouver and Clark County since 1982

P.O. Box 1995 | Vancouver, WA 98668-1995 | 360-487-8702 | Fax: 360-487-8625 | www.cvtv.org

Primary Audience and any measurements (polling, etc.) of viewership per channel: **Comcast cable subscribers/general community.**

2021 Operating Budget: **\$618,847**

2021 Capital Budget: **\$100,000**

2020 Underwriting Revenue Collected (if any): **No underwriting revenue was collected in 2020. However, CVTV did received \$30,129 in fee for service productions. Please see attached Underwriting Policy.**

Criteria to be considered by the City/County Telecommunications Commission in recommending designated access providers and channel allocations for PEG access:

- a) Number of hours of locally produced original video programming/week per channel;
- b) Number of hours of locally scheduled video programming/week per channel;
- c) Number of days and hours per week the channel is programmed with locally produced and locally scheduled video programming;
- d) Extent to which locally produced and locally scheduled video programming focuses on the designated access category;
- e) Extent to which the locally produced and locally scheduled video programming provides value added to cable television subscribers in meeting the demonstrated needs established in the community ascertainment study.

**2020 Annual Production Report
January 1 – December 31, 2020**

CLARK COUNTY		
Program	Number of Programs	Hours
Clark County Land Use Hearings	20	43.23
Clark County Planning Commission	4	6.58
Clark County Animal Control Hearings	3	2.96
Public Hearings: Clark County Council	26	34.22
Public Meetings: Clark County Council	4	3.80
Clark County Code Enforcement Appeal Hearings	4	10.36
Clark County Veterans Advisory Board	3	3.18
Clark County Close Up	3	1.54
Clark County Focus	2	0.98
Forum	3	5.01
Public Hearing: Board of Health	21	19.49
Public Meetings	2	2.74
Public Events	5	4.33
PSAs	4	0.17
County Employee Training	3	1.95
COUNTY TOTALS	107	140.54
COUNTY TOTAL 2020	107	140.54
County Programming 2019	134	175.11
Percent Change	-20.15%	-19.74%
County Programming 2018	121	143.05
Percent Change	-11.57%	-1.75%
County Programming 2017	150	172.96
Percent Change	-28.67%	-18.74%
County Programming 2016	160	247.19
Percent Change	-33.13%	-43.14%
County Programming 2015	155	248.99
Percent Change	-30.97%	-43.56%
CITY OF VANCOUVER		
Program	Number of Programs	Hours
City Council Workshops	31	54.32
City Council	38	70.81

Vancouver Land Use Hearings	5	7.81
Vancouver Planning Commission	5	7.52
Vancouver Transportation Benefit District	2	0.51
City Center Redevelopment Authority	7	11.48
City Five	2	0.13
Public Events	7	6.28
Mayor's COVID Updates	28	3.53
Small Business Videos	3	0.07
Informational Videos	5	0.13
City Training	1	4.53
Vancouver Fire Department Training	1	1.97
CITY TOTAL	135	169.09
CITY TOTAL 2020	135	169.09
City Programming 2019	126	154.75
Percent Change	7.14%	9.27%
City Programming 2018	195	182.85
Percent Change	-30.77%	-7.53%
City Programming 2017	200	151.11
Percent Change	-32.50%	11.90%
City Programming 2016	190	180.05
Percent Change	-28.95%	-6.09%
City Programming 2015	159	172.74
Percent Change	-15.09%	-2.11%
COMMUNITY		
Program	Number of Programs	Hours
City/County Telecommunications Commission	2	2.51
Forum	1	1.69
Town Hall Meetings	1	1.54
Public Meetings	2	4.88
Public Events	4	6.80
Port of Vancouver Board of Commissioners	7	7.50
Regional Transportation Council	11	14.54
C-TRAN Board of Directors	11	7.65
Election 2020	23	20.51
COMMUNITY TOTAL	62	67.62

COMMUNITY TOTAL 2020	62	67.62
Community Programming 2019	77	105.35
Percent Change	-19.48%	-35.81%
Community Programming 2017	83	121.09
Percent Change	-25.30%	-44.16%
Community Programming 2017	83	121.09
Percent Change	-25.30%	-44.16%
Community Programming 2016	110	219.55
Percent Change	-43.64%	-69.20%
Community Programming 2015	111	168.16
Percent Change	-44.14%	-59.79%
TOTAL CVTV PROGRAMMING PRODUCED: 2020-2015	Number of Programs	Hours
TOTAL PROGRAMMING 2020	304	377.25
Total Programming 2019	337	435.21
Percent Change	-9.79%	-13.32%
Total Programming 2018	396	429.78
Percent Change	-23.23%	-12.22%
Total Programming 2017	433	445.16
Percent Change	-29.79%	-15.26%
Total Programming 2016	460	646.79
Percent Change	-33.91%	-41.67%
Total Programming 2015	425	589.89
Percent Change	-28.47%	-36.05%
TOTAL CVTV PROGRAMMING PRODUCED 2020	Number of Programs	Hours
County	107	35.20%
City	135	44.41%
Community	62	20.39%
TOTAL	304	
TOTAL HOURS OF PROGRAMS PRODUCED 2020	Number of Programs	% of Total
County	140.54	37.25%
City	169.09	44.82%
Community	67.62	17.92%
TOTAL	377.25	

WEEKLY AVERAGES 2020	Number of Programs	Hours
County	2.1	2.70
City	2.6	3.25
Community	1.2	1.30
MONTHLY AVERAGES 2020	Number of Programs	Hours
County	8.9	11.71
City	11.3	14.09
Community	5.2	5.64
COMBINED AVERAGES 2020		
Average Length of Programs Produced (in hours)		1.24
Average Number of Programs Produced per Week		5.85
Average Number of Programming Hours Produced per Week		7.25
Average Number of Programs Produced per Month		25.33
Average Number of Program Hours Produced per Month		31.44
LIVE PROGRAMMING -- CHANNELS 23/21		
CLARK COUNTY (Live Programming) 2020		
Program	Number of Programs	Hours
Clark County Land Use Hearings	20	42.23
Clark County Planning Commission	4	6.58
Clark County Animal Control Hearings	3	2.96
Public Hearing: Clark County Council	26	34.22
Public Meeting: Clark County Council	4	3.80
Public Meetings	1	1.27
Public Event	3	1.22
Forum	2	2.98
Clark County Code Enforcement Appeal Hearings	4	10.36
Clark County Veterans Advisory Board	3	3.18
Public Hearing: Board of Health	21	19.49
CLARK COUNTY TOTAL	91	128.29

CITY OF VANCOUVER (Live Programming) 2020		
Program	Number of Programs	Hours
City Council Workshops	31	54.32
City Council	38	70.81
Vancouver Land Use Hearings	5	7.81
Vancouver Planning Commission	5	7.52
Vancouver Transportation Benefit District	2	0.51
City Center Redevelopment Authority	7	11.48
Vancouver Fire Department Training	1	1.97
CITY TOTAL	89	154.42
COMMUNITY (Live Programming) 2020		
Program	Number of Programs	Hours
City/County Telecommunications Commission	2	2.51
Port of Vancouver Board of Commissioners	7	7.50
Regional Transportation Council	11	14.54
C-TRAN Board of Directors	6	5.13
Public Meetings	2	4.88
Public Events	1	2.31
Election 2019	9	12.86
COMMUNITY TOTAL	38	49.73
TOTAL LIVE CVTV PROGRAMMING PRODUCED 2020		
	218	332.44
COMBINED LIVE COVERAGE AVERAGES 2020		
Average Length of Live Programs Produced (in hours)		1.52
Average number of Live Programs Produced per Week		4.19
Average number of Live Program Hours Produced per Week		6.39
Average number of Live Programs Produced per Month		18.17
Average Number of Live Program Hours Produced per Month		27.70
LIVE PROGRAMMING (HOURS) AS A PERCENTAGE OF TOTAL PROGRAMMING HOURS IN 2020		71.71%

TOTAL CVTV LIVE PROGRAMMING COMPARISON:	Number of Programs	Hours
2020	218	332.44
Total Live Programming 2019	252	365.78
<i>Percent Change</i>	-13.49%	-9.11%
Total Live Programming 2018	251	330.28
<i>Percent Change</i>	-13.15%	0.65%
Total Live Programming 2017	265	336.54
<i>Percent Change</i>	-17.74%	-1.22%
Total Live Programming 2016	287	437.46
<i>Percent Change</i>	-24.04%	-24.01%
Total Live Programming 2015	273	452.78
<i>Percent Change</i>	-20.15%	-26.58%

Ch. 23

Week of May 2 – May 8

Sunday, May 2, 2021

7:00 AM Clark County Land Use Hearings (04-22-21)
9:05 AM 2021 State of the County Address (04-06-21)
9:30 AM Interstate Bridge Replacement Program Meeting (04-29-21)
12:00 PM Port of Vancouver Board of Commissioners (04-06-21)
1:00 PM C-TRAN Board of Directors Meeting (04-13-21)
2:00 PM City Council Workshops (04-26-21)
4:05 PM Vancouver City Council (04-26-21)
4:45 PM Clark County Veterans Advisory Board (04-08-21)
6:00 PM Regional Transportation Council (04-06-21)
7:00 PM Clark County Focus (03-30-21)
7:35 PM Clark County Close Up (04-07-21)
8:15 PM Clark County Joint Executive Board on Homelessness (04-28-21)
10:00 PM Clark County Commission on Aging (04-21-21)
11:30 PM Clark County Council (04-20-21)

Monday, May 3, 2021

7:00 AM City Center Redevelopment Authority (04-15-21)
8:30 AM Vancouver Planning Commission (04-13-21)
10:30 AM Clark County Commission on Aging (04-21-21)
12:00 PM Clark County Board of Health (04-28-21)
1:30 PM Clark County Veterans Advisory Board (04-08-21)
2:45 PM Clark County Focus (03-30-21)
3:30 PM Clark County Close Up (04-07-21)
4:00 PM City Council Workshops (04-26-21)
6:30 PM Vancouver City Council (05-03-21)
9:00 PM Our Community Salutes (04-24-21)
10:30 PM C-TRAN Board of Directors Meeting (04-13-21)
11:30 PM Clark County Council (04-20-21)

Tuesday, May 4, 2021

7:00 AM Clark County Charter Review Commission (04-28-21)
9:15 AM Clark County Close Up (04-07-21)
10:00 AM Clark County Council (05-04-21)
12:00 PM Clark County Commission on Aging (04-21-21)
1:30 PM Emergency Medical Services District 2 Board Meeting (05-04-21)
3:00 PM C-TRAN Board of Directors Meeting (04-13-21)
4:00 PM Regional Transportation Council (05-04-21)
6:00 PM Clark County Joint Executive Board on Homelessness (04-28-21)
7:30 PM Clark County Commission on Aging (04-21-21)
9:00 PM City Center Redevelopment Authority (04-15-21)
10:30 PM Clark County Land Use Hearings (04-22-21)

Wednesday, May 5, 2021

7:00 AM City Council Workshops (04-26-21)
9:05 AM Vancouver City Council (05-03-21)
11:30 AM Clark County Board of Health (04-28-21)
1:00 PM Our Community Salutes (04-24-21)
1:40 PM C-TRAN Board of Directors Meeting (04-13-21)
2:30 PM Regional Transportation Council (05-04-21)
5:00 PM Clark County Charter Review Commission (05-05-21)
7:30 PM Clark County Veterans Advisory Board (04-08-21)
8:45 PM City Center Redevelopment Authority (04-15-21)
10:15 PM Vancouver Planning Commission (04-13-21)

Thursday, May 6, 2021

7:00 AM Clark County Council (05-04-21)
9:30 AM Regional Transportation Council (05-04-21)
11:30 AM C-TRAN Board of Directors Meeting (04-13-21)
12:30 PM Clark County Charter Review Commission (05-05-21)
3:00 PM Emergency Medical Services District 2 Board Meeting (05-04-21)
4:30 PM Clark County Close Up (04-07-21)
5:00 PM Clark County Focus (05-05-21)
5:45 PM Interstate Bridge Replacement Program Meeting (04-29-21)
8:00 PM Clark County Joint Executive Board on Homelessness (04-28-21)
9:45 PM Vancouver Planning Commission (04-13-21)

Friday, May 7, 2021

7:30 AM Clark County Council (05-04-21)
10:00 AM Clark County Board of Health (04-28-21)
11:30 AM Emergency Medical Services District 2 Board Meeting (05-04-21)
1:00 PM Clark County Charter Review Commission (05-05-21)
3:30 PM Regional Transportation Council (05-04-21)
5:30 PM C-TRAN Board of Directors Meeting (04-13-21)
6:30 PM Clark County Commission on Aging (04-21-21)
8:00 PM Clark County Veterans Advisory Board (04-08-21)
9:15 PM Port of Vancouver Board of Commissioners (04-06-21)
10:30 PM Our Community Salutes (04-24-21)
11:15 PM Clark County Land Use Hearings (04-22-21)

Saturday, May 8, 2021

7:00 AM Clark County Charter Review Commission (05-05-21)
9:30 AM Our Community Salutes (04-24-21)
10:15 AM Clark County Joint Executive Board on Homelessness (04-28-21)
12:00 PM Interstate Bridge Replacement Program Meeting (04-29-21)
2:15 PM City Center Redevelopment Authority (04-15-21)
3:45 PM Clark County Focus (05-05-21)
4:30 PM Clark County Close Up (04-07-21)
5:00 PM City Council Workshops (04-26-21)
7:05 PM Vancouver City Council (05-03-21)
9:15 PM Vancouver Planning Commission (04-13-21)
11:15 PM Clark County Commission on Aging (04-21-21)

Ch. 21

Week of May 2 – May 8

Sunday, May 2, 2021

5:59 AM KIRO 7 News
7:00 AM Clark County Charter Review Commission (04-28-21)
9:30 AM City Council Workshops (04-26-21)
11:35 AM Vancouver City Council (04-26-21)
12:15 PM Clark County Joint Executive Board on Homelessness (04-28-21)
2:00 PM Clark County Council (04-20-21)
4:00 PM Regional Transportation Council (04-06-21)
4:58 PM KIRO 7 News
5:59 PM Clark County Close Up (04-07-21)
6:29 PM KIRO 7 News
7:00 PM Clark County Land Use Hearings (04-22-21)
9:05 PM Vancouver Planning Commission (04-13-21)
10:59 PM KIRO 7 News

Monday, May 3, 2021

4:29 AM KIRO 7 News
7:00 AM Our Community Salutes (04-24-21)
7:45 AM Clark County Commission on Aging (04-21-21)
9:05 AM C-TRAN Board of Directors Meeting (04-13-21)
10:00 AM Clark County Joint Executive Board on Homelessness (04-28-21)
11:59 AM KIRO 7 News
1:00 PM City Center Redevelopment Authority (04-15-21)
2:30 PM Clark County Board of Health (04-28-21)
3:45 PM Clark County Veterans Advisory Board (04-08-21)
4:57 PM KIRO 7 News
6:30 PM 2021 State of the County Address (04-06-21)
6:59 PM KIRO 7 News
7:30 PM Clark County Close Up (04-07-21)
8:00 PM Clark County Focus (03-30-21)
8:35 PM Interstate Bridge Replacement Program Meeting (04-29-21)
10:59 PM KIRO 7 Late Night News

Tuesday, May 4, 2021

4:29 AM KIRO 7 News
7:00 AM City Center Redevelopment Authority (04-15-21)
8:30 AM Clark County Land Use Hearings (04-22-21)
10:35 AM C-TRAN Board of Directors Meeting (04-13-21)
11:25 AM Clark County Close Up (04-07-21)
11:59 AM KIRO 7 News
1:00 PM Our Community Salutes (04-24-21)
2:30 PM Clark County Joint Executive Board on Homelessness (04-28-21)
4:00 PM C-TRAN Board of Directors Meeting (04-13-21)
4:57 PM KIRO 7 News
6:59 PM KIRO 7 News

7:30 PM Interstate Bridge Replacement Program Meeting (04-29-21)
9:45 PM Clark County Veterans Advisory Board (04-08-21)
10:59 PM KIRO 7 Late Night News

Wednesday, May 5, 2021

4:29 AM KIRO 7 News
7:00 AM Clark County Commission on Aging (04-21-21)
8:30 AM City Center Redevelopment Authority (04-15-21)
10:00 AM Regional Transportation Council (05-04-21)
11:59 AM KIRO 7 News
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6:59 PM KIRO 7 News
7:30 PM Vancouver City Council (05-03-21)
9:30 PM Clark County Veterans Advisory Board (04-08-21)
10:59 PM KIRO 7 Late Night News

Thursday, May 6, 2021

4:29 AM KIRO 7 News
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9:45 PM Clark County Veterans Advisory Board (04-08-21)
10:59 PM KIRO 7 Late Night News

Friday, May 7, 2021

4:29 AM KIRO 7 News
7:00 AM Clark County Charter Review Commission (05-05-21)
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11:00 AM Clark County Focus (05-05-21)
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11:59 AM KIRO 7 News
1:00 PM Clark County Council (05-04-21)
3:00 PM Vancouver Planning Commission (04-13-21)
4:57 PM KIRO 7 News
6:59 PM KIRO 7 News
7:30 PM Vancouver City Council (05-03-21)
9:45 PM Port of Vancouver Board of Commissioners (04-06-21)
10:59 PM KIRO 7 Late Night News

Saturday, May 8, 2021

5:00 AM	City Council Workshops (04-26-21)
6:59 AM	KIRO 7 News
8:30 AM	Vancouver City Council (05-03-21)
10:30 AM	Clark County Focus (05-05-21)
11:05 AM	Clark County Charter Review Commission (05-05-21)
1:30 PM	Our Community Salutes (04-24-21)
3:00 PM	Clark County Board of Health (04-28-21)
4:30 PM	2021 State of the County Address (04-06-21)
4:58 PM	KIRO 7 News
5:59 PM	Clark County Close Up (04-07-21)
6:29 PM	KIRO 7 News
7:00 PM	Clark County Land Use Hearings (04-22-21)
9:05 PM	Clark County Commission on Aging (04-21-21)
10:59 PM	KIRO 7 Late Night News

**CLARK/VANCOUVER TELEVISION
UNDERWRITING GUIDELINES
April 16, 2004**

Goals:

- To increase and enhance programming on Clark/Vancouver Television, CVTV Cable Channel 23;
- To build business relationships in Vancouver and Clark County;
- To recover costs for video production.

Overview:

The City/County Cable Television Office ("Cable TV Office") serves as the designated government access provider for the Comcast cable television system in Vancouver and Clark County, operating Clark/Vancouver Television, CVTV Cable Channel 23. The Cable TV Office receives operational funding from the general funds of the City of Vancouver and Clark County. Due to operational budget constraints, the Cable TV Office may seek underwriting funds from area businesses to provide coverage of community events. In addition, funding may be sought to offer enhanced programming for Comcast cable subscribers.

Underwriting Guidelines:

The Cable TV Office shall seek financial support from commercial entities (i.e. underwriting) for the production of programming on Clark/Vancouver Television subject to the following conditions:

- a) Such support within any program shall not make use of the word "sponsor";
- b) All underwriting money must be paid directly to the City of Vancouver or Clark County;
- c) Support for Clark/Vancouver Television programs may be acknowledged with a visual and/or spoken credit that may include a company's name, logo, telephone number and web address;
- d) The audio shall be a single voice-over announcement identifying the underwriter and the service they provide, if applicable;
- e) No "jingles" or theme music associated with a specific product or business are allowed;
- f) Total credit within a program for individual underwriters may not exceed a length of 30 seconds;
- g) Credits shall not induce a direct consumer response of any kind or have any call to action;
- h) Superlative descriptions or qualitative claims about a company and its products or services are not allowed;
- i) Underwriters providing financial assistance for a production shall not have editorial control over programming;
- j) The total amount of underwriting dollars collected each year will be reported to the City/County Telecommunications Commission on an annual basis.



Vancouver City Council (04-26-21)

Complete coverage of the April 26, 2021, Vancouver City Council meeting.

[WATCH NOW](#)



Vancouver City Council (04-26-21)



City Council Workshops (04-26-21)



Our Community Salutes (04-24-21)

NOW PLAYING

CVTV - 21



C-TRAN Board of Directors Meeting (04-13-21)

Complete coverage of the April 13, 2021, C-TRAN Board of Directors meeting.

CVTV - 23



Vancouver City Council (04-26-21)

Complete coverage of the April 26, 2021, Vancouver City Council meeting.

CHANNEL SCHEDULES

CVTV 21/321 HD

Wednesday, April 28

9:30 am C-TRAN Board of Directors Meeting (04-13-21)

10:30 am Regional Transportation Council (04-06-21)

11:25 am Clark County Close Up (04-07-21)

11:59 am KIRO 7 News

[View Full Schedule](#)

CVTV 23/323 HD

2020 Annual Report

Mission

Clark/Vancouver Television (CVTV) has been the local government access channel for the past 37 years. CVTV is funded by the City of Vancouver and Clark County and serves as a communications tool to educate the community about what's happening in local government.

CVTV operates on Comcast Cable channels 21/HD321, 23/HD 323, as well as video streaming on cvtv.org.

2020 was a year unlike any other, and presented many challenges to the way that we operate. We have had to get creative in how we cover public meetings and events in an online environment and with limited staff.

Our primary mission has been, and continues to be, to provide quality programming by and about City and County government for the Vancouver/Clark County community.



2020 Accomplishments

- Completed two PEG Grant projects:
 - Camera replacement in City Hall and the Clark County Public Service Center
 - Replacement of the CVTV editing server
- Won national programming award:
 - *Public Education: Rapid Response Rescue Units*—Award of Distinction, National Association of Telecommunications Officers and Advisors (NATOA) award
- Produced 304 programs equating to 377 hours of original, local programming.
- Produced 28 COVID-19 Mayor Updates
- Produced various PSAs for the City and County regarding COVID-related messages
- Produced 23 elections programs including LIVE primary and general election night coverage and commentary all done remotely.

Programming Highlights



Mayor COVID-19 Updates

The Mayor began providing regular COVID-19 updates to the community in March of 2020. These updates included what was happening in the community and state.

Rapid Response Rescue Units

This video was produced for the City of Vancouver to educate the public on the importance of funding Vancouver Fire Department rapid response rescue units.



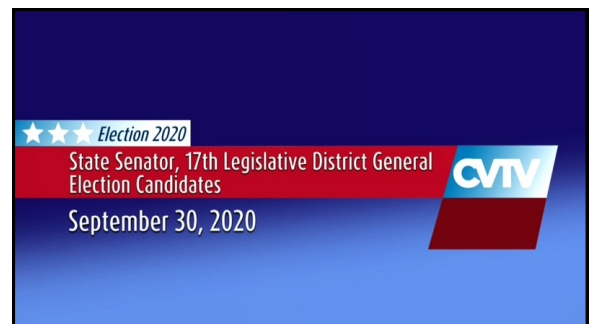
Vancouver Loves Local Videos

Videos highlighting how local restaurants have adapted during the pandemic to be able to continue serving their customers. This video highlights La Provence in East Vancouver.



Election Programming

CVTV provides candidates' debates, forums, one-on-one candidate interviews and live primary and general election results every election season.





Staff Report 098-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/12/2021

SUBJECT Merchant Services Agreement with Paymentus Corporation

Key Points

- An RFP for banking services, Pcard services, and merchant services (credit/debit card processing) was issued on December 1, 2020.
- A City evaluation team made up of multiple departments scored the response from Paymentus Corporation (Paymentus) the highest for merchant services.
- Paymentus is a partner with Selectron whose software allows City customers to view utility billing and permit inspection information and make online payments. Paymentus has an integrated gateway and payment processor partnership with Selectron.
- The merchant services contract will begin July 26, 2021 and is anticipated to end by July 25, 2026.

Strategic Plan Alignment

N/A

Present Situation

The City's current banking and merchant services contract with Bank of America expires on December 31, 2021. On December 1, 2020, the City issued a Banking Services and Merchant Services Request for Proposals (RFP). Proposals were due January 27, 2021. Six financial institutions responded to the RFP: Bank of America; US Bank; Wells Fargo; Key Bank; JP Morgan Chase Bank, NA; and Columbia Bank. In addition, the City received two responses to provide merchant services (credit card processing) from Paymentus and Forte. Most of the banks also included merchant services as part of their response. The proposers had the option to only propose on banking services, or merchant services, or both.

The City Procurement Department published the RFP, received responses, and monitored compliance with the solicitation process. The RFP was sent to most of the local banks and/or merchant processing companies and published on the City's Procurement website at Procureware.com, and in the Columbian newspaper.

In order to respond to the RFP, the merchant services provider had to have a minimum of three (3) years of experience processing credit/debit card records transmitted for processing and settlement from major credit/debit processing networks; a payment card industry (PCI)-compliant financial system; have all required licenses, facilities, equipment, and trained personnel necessary to perform the work; provide daily automated clearing house (ACH) electronic funds settlement to a City-designated depository account; provide daily and monthly electronic reports and City access to their software system to research transactions; and provide on-line details related to any chargeback processed for returns. In addition, the City was interested in providing additional on-line payment options such as PayPal, PayPal Credit, Apple Pay, Venmo, Amazon Pay, etc. As new technology is developed, Paymentus is dedicated to improving its platform to meet consumer expectations.

The evaluation committee scored the response from Paymentus for merchant services the highest. The functionality within Paymentus' platform and their partnership with Selectron will improve the payment processing functions for customers, expand and simplify payment options. Currently credit/debit card payments are accepted on-line and/or over the counter at Utilities, CED, Parking, Fire Inspections, Police Alarms, Parks and Recreation, and City Hall/Finance. In 2019, the City processed more than \$57 million in annual sales by credit/debit cards.

Staff recommends that Council approve award of the merchant services agreement to Paymentus from July 26, 2021, through July 25, 2026. The estimated cost over the life of the five-year contract is \$9,000,000. This includes interchange fees charged by the various credit/debit card providers such as Visa, MasterCard, Discover, AmEx, etc. Interchange fees are pass-through fees. In 2019 Interchange fees represented approximately 81% of the merchant services fee paid. The individual transaction fee of \$0.38 paid to Paymentus will be higher than what was paid to Bank of America at \$0.10 per transaction; however, the improved payment options for City customers and the improvements of the customer interface, achieved through integration with Selectron for utility and permit payments, partially offset the additional cost. It is estimated that the City will pay approximately \$200,000 more per year than what is currently being paid for merchant services, without the actual interchange fees. These fees are incorporated into the rates established for each supported service area.

Advantage(s)

Provides current technologies for on-line payments and offers additional payment methods for customers to utilize. Paymentus is a partner with Selectron. This platform is needed for the Selectron software upgrade.

Disadvantage(s)

There will be internal staff time needed for setup, testing, and conversion from Bank of America to Paymentus. The cost is estimated to increase by approximately \$200,000 per year, excluding the interchange fees.

Budget Impact

Funding for contract costs are partially included in the 2021-2022 budget. An additional request for funding will be presented in the 2021 second supplemental budget.

Prior Council Review

- Contract approval December 7, 2015 City Council meeting.
- Banking Services Ordinance and Contract Amendment December 7, 2020.

Action Requested

On Monday, July 12, 2021, approve the contract with Paymentus authorize the City Manager or his designee to sign merchant services agreements with Paymentus Corporation.

Carrie Lewellen, City Treasurer, 360-487-8482

ATTACHMENTS:

- ▯ Merchant Services Agreement with Paymentus

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
GENERAL BANKING SERVICES – MERCHANT SERVICES

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Paymentus Corporation hereinafter referred to as "Contractor", whose address is 13024 Ballantyne Corporate Place, Ste 450, Charlotte NC 28277.

WHEREAS, the City desires to engage the Contractor to provide general banking services and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFP) No. 18-20, Contractor's proposal to said RFP; and City Council's approval on June 28, 2021 of Staff Report No. ~~##-##~~; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide general banking services per RFP No. 18-20 and Contractor's response to said RFP on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

All work must be authorized and approved by the City's Project Manager in writing before any work begins. Contractor shall approach this project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the Contractor underestimated the number of hours required to perform the work, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed \$9,000,000.00 USD unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 18-20 and RFP No. 18-20.

3. Relation of Parties.

The Contractor, its subconsultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, subconsultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

5. Time of Performance.

The service of the Contractor is to commence as of July 26, 2021. It is agreed services hereunder shall be completed by June 25, 2026.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed **must** be referenced on any invoice submitted for payment.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

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

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

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.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. 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 go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

a. Liability Insurance. Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. City Listed as an Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. Worker's Compensation. Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

g. Fidelity/Employee Dishonesty Bond. The Contractor shall obtain and keep in force during the entire term of this Agreement, a Fidelity/Employee Dishonesty Bond against any and all claims which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than ten thousand dollars (\$10,000).

h. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided and shall timely make all required payments in connection therewith.

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

j. Coverage Trigger: The insurance must be written on a "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Contractor:

Jerry Portocalis
Paymentus Corporation
13024 Ballantyne Corporate Place, Ste 450
Charlotte, NC 28277

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

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

17. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. 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. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

22. Debarment.

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

23. Nondiscrimination.

The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Paymentus Corporation

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Staff Report 099-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/12/2021
7/19/2021

SUBJECT Banking Services Agreements with JP Morgan Chase, N.A.

Key Points

- An RFP for banking services, Pcard services, and merchant services was issued on December 1, 2020.
- A City evaluation team made up of multiple departments scored the response from JP Morgan Chase the highest for their banking services and commercial card (Pcard) proposal.
- City Charter Section 11.05 requires City Council approve the execution of contracts with a duration of more than five (5) years by ordinance.
- Banking services does not include processing credit/debit card deposits.
- The general banking services contract will begin July 26, 2021, and is anticipated to end by July 25, 2026. The Pcard agreement provides for the same terms but allows for annual extensions after the fifth year.

Strategic Plan Alignment

N/A

Present Situation

The City's current banking services contract with Bank of America expires on December 31, 2021. On December 1, 2020, the City issued a Banking Services and Merchant Services Request for Proposals (RFP). In addition, financial institutions were able to provide responses for optional services they provide such as Pcard and Health Savings Accounts, as well as other services.

Proposals were due January 27, 2021. Six financial institutions responded to the RFP: Bank of America; US Bank; Wells Fargo; Key Bank; JP Morgan Chase Bank, NA; and Columbia Bank. In addition, the City received two responses to provide merchant services (credit card processing) from Paymentus and Forte. Most of the banks also included merchant services as part of their response. The RFP was issued to identify the banking institution that could offer the highest quality service, create efficiencies, and take advantage of new applicable technologies at the best

overall value. The proposers had the option to only propose on banking services, or merchant services, or both.

The City Procurement Department was responsible for publishing the RFP, receiving responses, and the general responsibilities associated with monitoring compliance with the solicitation process. The RFP was sent to most of the local banks and/or merchant processing companies and published on the City's Procurement website at Procureware.com, and in the Columbian newspaper.

In order to respond to the RFP, the banking institution had to be a "full service" bank, which meets the statutory requirement of a qualified Washington State public depository throughout the term of the contract (as required by RCW 39.58). This Washington State law requires that banks that hold public funds fully collateralize an equal amount of funds with their depository's trustee. Because of this requirement, many smaller institutions have made a business decision to use their collateral for other business purposes and to not respond to RFPs of this type.

The responding Financial Institution had to meet the following mandatory requirements during the contract period: 1) Branch banking facilities located within the State of Washington; 2) Approval by the Washington State Public Deposit Protection Commission as a qualified public depository; and 3) Branch banking facilities located within the City and the County.

The evaluation committee scored the response from JP Morgan Chase the highest for general banking services, and Paymentus for merchant services. Award of the merchant services agreement with Paymentus is proposed under a separate action.

Staff recommends that Council approve award of these banking services agreements to JP Morgan Chase Bank from July 1, 2021, through December 31, 2026. The contract is slightly longer than five-years because the bank wanted to provide the greatest flexibility for Pcard services if the City transitioned to another provider at the end of the five-year period. The estimated cost over the life of the five-year contract is \$500,000. This does not include fees associated with processing credit/debit card transactions.

Advantage(s)

Provides banking services for the City at competitive prices. Based on 2019 volumes, by awarding the contract to JP Morgan Chase, the City will realize approximately \$20,000 in savings per year, or \$100,000 over the five-year period.

Disadvantage(s)

There will be internal staff time needed for setup, testing, and conversion from Bank of America to JP Morgan Chase Bank.

Budget Impact

Funding for contract costs are included in the 2021-2022 budget.

Prior Council Review

- Contract approval December 7, 2015 City Council meeting.
- Banking Services Ordinance and Contract Amendment December 7, 2020.

Action Requested

Approve ordinance on first reading, setting date of second reading and public hearing for Monday, July 19, 2021.

Carrie Lewellen, City Treasurer, 360-487-8482

ATTACHMENTS:

- ▣ JP Morgan Chase Contract
- ▣ Ordinance
- ▣ Commercial Credit Card Agreement
- ▣ Global Account Terms

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
GENERAL BANKING SERVICES

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and JPMorgan Chase Bank, N.A. hereinafter referred to as "Contractor", whose address is 1301 2nd Avenue, 24th Floor, Seattle, WA 98101-3800.

WHEREAS, the City desires to engage the Contractor to provide general banking services and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFP) No. 18-20, Contractor's proposal to said RFP; this Agreement and City Council's approval on **Date** of Staff Report No. **##-##**; and

WHEREAS, the Contractor has represented by entering into this Agreement that it is fully qualified to perform the work described in this Agreement in a competent and professional manner, and to the standards required by City that are set forth in this Agreement or otherwise agreed to in writing by the parties.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as reasonably determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide general banking services (the "Services") per RFP No. 18-20 and Contractor's response to said RFP on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement. For the avoidance of doubt, the term 'Services' (as used in this Agreement) and the scope of work to be performed under this Agreement does not include: any services for which Contractor did not submit a bid, merchant services, or procurement card services, the provision of any such services (if applicable) are subject to separate agreements between City and Contractor or its affiliate. References in this Agreement to the RFP and the Contractor's response refer only to the provisions in such documents that are applicable to the Services.

All work must be authorized and approved by the City's Project Manager in writing before any work begins. Contractor shall approach this project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation shall be calculated based on the amount or volume of Services used by the City at the per-unit prices set forth on Exhibit A attached hereto and incorporated by reference. Compensation may be amended, by mutual agreement of the parties, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City that are mutually agreed to by the parties. All deliverables must be acceptable to the City, at the reasonable discretion of the City.

This agreement is a purchase of professional services at the rates set-forth in Exhibit A attached hereto. Payment of fees and compensation for these services shall not exceed \$500,000 USD (the "Service Fee Cap") unless authorized in writing by the City, and the parties have signed an amendment according to Section 14 of this Agreement to increase the Service Fee Cap. The City shall not request any service for which expected fees would exceed the Service Fee Cap nor shall the City provide any instruction or direction to the Contractor that would cause the Contractor to incur costs or expenses that would exceed amounts the City is authorized to pay. If the City requests any service, functionality or feature that is not listed in Exhibit A, the implementation of such service, functionality or feature may be subject to additional terms and fees to be mutually agreed upon at the time of the City's request and execution of an amendment to increase the Service Fee Cap. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

In addition to the fees and compensation described above and elsewhere in this Agreement, the City shall pay and be liable to the Contractor for all costs and expenses (including, without limitation, fees, fines, taxes, interest and penalties) related to (a) the Contractor's acceptance or execution of any request, instruction or direction from the City, or any of the City's transactions; (b) any credit extended to the City in connection with the Services; or (c) the City's breach or failure to comply with this Agreement, the Services Terms or any laws, statutes, codes, rules, regulations or policies applicable to any of the City's transactions (including, without limitation, clearing house rules, funds transfer rules, Federal Reserve Operating Circulars, and the Uniform Commercial Code as in effect from time to time in the State of Washington). The foregoing costs and expenses are not subject to the Service Fee Cap.

2. Order of Precedence.

This Agreement is comprised of the following documents and where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; the Service Terms; Contractor's submitted proposal to RFP No. 18-20 and RFP No. 18-20.

"Service Terms" means the Contractor's account terms, services terms, and other document required for the administration, implementation or operation of the Services together with any addenda, schedules, supplements, and other attachments attached hereto as Exhibit B and incorporated herein by this reference.

3. Relation of Parties.

The Contractor, its subconsultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, subconsultants, agents and employees shall not have the authority to bind City in any way except in connection with transactions that the City requests, instructs, or directs the Contractor to process or execute or as may be specifically provided herein.

4. E-Verify.

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

5. Time of Performance.

The service of the Contractor is to commence as of July 26, 2021. It is agreed services hereunder shall be completed by July 25, 2026.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the per-unit rates indicated in Exhibit A for the amount or volume of work performed under the terms of this Agreement. Such per-unit rates shall not be increased without City's prior written authorization in the form of a negotiated and executed amendment. Payment of all fees and compensation reflected in an account analysis statement shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals provided during the billing period covered by the statement. The Contractor shall submit monthly invoices, which shall be on the Contractor's form of account analysis, to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month or billing period. Payments to Contractor shall be net 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Termination.

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

The Contractor reserves the right to close an account and/or terminate a Service pursuant to the Service Terms and may terminate this agreement if it terminates all Services.

In the event this Agreement is terminated the City will pay the Contractor for Services performed or in the process of being performed that cannot reasonably be cancelled prior to such termination, and will reimburse the Contractor for any credit extended to the City in connection with the Services.

9. Evaluation and Compliance with the Law.

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 ("Legal Requirements") to the extent that such Legal Requirements are binding on the Contractor in its performance of the Services. To the extent that Legal Requirements of the City currently, or in the future, impose obligations upon its Contractors or consultants that provide services contemplated in this Agreement, which are not expressly set forth in this Agreement, the Contractor will, if notified of such requirements, endeavor to comply with the same, except to the extent that it reasonably concludes that compliance with such requirement subject it to additional obligations, liability or expense or impose upon it reporting requirements of confidential or non-public information or information that it does not currently monitor. If the Contractor makes such determination, and the parties are unable to resolve these issues through mutually agreeable amendments to this Agreement, either party may terminate this Agreement for convenience upon notice to the other. Nothing in this Agreement shall be construed to require any party to (a) violate any Legal Requirement binding upon such party, (b) comply with any Legal Requirement from which it is exempt or (c) take, or refrain from taking, any action that would conflict with any request or demand of a regulatory authority, governing body or law enforcement agency.

10. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. 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 go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

11. Liability and Hold Harmless.

In addition to maintaining the insurance coverage required under Section 12 of this Agreement, Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent the same are directly caused by , the negligent performance or willful misconduct of Contractor, its employees, subcontractors, or agents in the

performance of the 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 concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties. Contractor is an independent contractor and responsible for the safety of its employees. Notwithstanding anything to the contrary in this Agreement: (a) the Contractor shall not be liable for any indirect, incidental, consequential, exemplary, punitive or special damages, including lost profits, regardless of the form of action or theory of recovery, even if it has been advised of the possibility of those damages or the same are reasonably foreseeable; and (b) the Contractor's obligation to indemnify, defend, save and hold harmless the City, its officials, employees and agents shall not exceed, in the aggregate, an amount equal to two (2) times the average annual fees paid or payable to the Contractor under this Agreement (exclusive of any earnings credits used to offset such fees). For the avoidance of doubt, the limitation described in clause (b) of the foregoing sentence shall not limit the insurance coverage required under Section 12 of this Agreement.

12. Insurance.

Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

a. Liability Insurance. Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit business automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. City Listed as an Additional Insured: The City of Vancouver, representatives, officers, directors, and employees must be included as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured as their interest pertain to this contract. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. The employers liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. Worker's Compensation. Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

g. Bankers Blanket Bond. The Contractor shall obtain and keep in force during the entire term of this Agreement, a Fidelity/Employee Dishonesty Bond against any and all claims which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than ten thousand dollars (\$10,000).

h. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided and shall timely make all required payments in connection therewith.

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

j. Coverage Trigger: The insurance must be written on a "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

13. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid (with a duplicate copy sent by email) as follows:

City:

Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Anna.vogel@cityofvancouver.us

Contractor:

Lindsay Sovde
JPMorgan Chase Bank, N.A.
1301 2nd Avenue, 24th Floor
Mail Code: WA2-3533
Seattle, WA 98101-3800
Lindsay.A.Sovde@jpmorgan.com

14. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

15. Scope of Agreement.

This Agreement, together with the documents referenced in section 2 of this agreement, incorporates all the agreements, covenants and understanding between the parties hereto with respect to

the Services and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents with respect to the Services shall be valid or enforceable unless set forth in this Agreement.

16. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

17. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and, except to the extent pre-empted by federal law, in which case federal law shall govern, 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. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington or if federal jurisdiction is present, the U.S. Court for the Western District of Washington (Tacoma Division).

18. Cooperative Purchasing:

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

Notwithstanding the foregoing, cooperative purchase under this Agreement is also subject to Contractor's approval on a case by case basis, which approval will be based on criteria determined by Contractor in its sole discretion. If Contractor approves cooperative purchase by another agency, such approval will also be conditioned upon adjustments in pricing and other terms and conditions as are mutually agreed to between Contractor and such other agency, and execution of mutually acceptable documentation. Contractor is authorized to disclose the terms of this Agreement in connection with a cooperative purchase. Any agency requesting cooperative purchase is solely responsible for ensuring that such purchase is in accordance with legal requirements binding on such agency.

19. Public Disclosure Compliance.

The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the

Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

20. Debarment.

The Contractor certifies, based upon a search of the System for Award Management website, www.sam.gov, that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

21. Nondiscrimination.

The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Government Banking division of the Contractor's Commercial Banking line of business will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

JPMorgan Chase Bank, N.A.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

07/12/21
07/19/21

ORDINANCE M - _____

AN ORDINANCE authorizing the City Manager or designee to execute Agreements with JPMorgan Chase Bank, N.A., (hereinafter “JPMorgan”), for the provision of banking and related services; providing required Terms that such Agreements be for an initial term of not more than five (5) years; providing authorization to enter into a separate Pcard agreement which may be extended in annual increments after the fifth year of the City’s Agreement with JPMorgan; providing for severability; and setting an effective date.

WHEREAS, the City of Vancouver’s current banking contract expires on December 31, 2021, and the City has completed a Request for Proposals (RFP) for replacement banking services; and

WHEREAS, JPMorgan is a “full service bank” capable of meeting the statutory requirements of a qualified Washington State public depository throughout the term of the proposed Agreement (as required by RCW 39.58); and

WHEREAS, JPMorgan provides banking and related services with multiple branches located in the City of Vancouver and was selected from multiple responding financial institutions as being best suited to serve the needs of the City of Vancouver through the term of the proposed Agreements; and

WHEREAS, City staff and JPMorgan have negotiated tentative Agreements containing mutually agreeable terms including payments for as-needed banking and related services at an

ORDINANCE - 1

Does not require codification

estimated cost of \$500,000 over an initial term of five (5) years, plus the benefit of annual renewal terms for Pcard services; and

WHEREAS, upon execution of an Ordinance, the City Council has the authority to approve contracts involving the payment of money with a duration of more than five (5) years pursuant to City Charter Section 11.05; and

WHEREAS, the City wishes to obtain banking and related services from JPMorgan pursuant to appropriate terms.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Approval. The City Manager or designee is hereby authorized to execute Agreements with JPMorgan for provision of banking and related services as described more fully within Staff Report No. _____, which is hereby incorporated by this reference as if set forth fully herein in factual support of this Ordinance.

Section 2. Terms. The initial term of such Agreements shall be for not more than five (5) years, except that the City Manager or designee may execute an agreement for Pcard services with annual renewal terms authorized beyond five (5) years.

Section 3. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

ORDINANCE - 2

Does not require codification

Section 4. Effective Date. This ordinance shall go into effect five (5) days after its passage.

Read First Time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read Second Time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2021.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 3

Does not require codification

SUMMARY

ORDINANCE M-_____

AN ORDINANCE authorizing the City Manager or designee to execute Agreements with JPMorgan Chase Bank, N.A., for the provision of banking and related services; providing required Terms that such Agreements be for an initial term of not more than five (5) years; providing authorization to enter into a separate Pcard agreement which may be extended in annual increments after the fifth year of the City's Agreement with JPMorgan; providing for severability; and setting an effective date. The full text of this ordinance will be mailed upon request.

Contact Raelyn McJilton, Records Officer at (360) 487-8799, or via www.cityofvancouver.us (Go to City Government and Public Records).

ORDINANCE - 4

Does not require codification

Commercial Card

Application & Agreement | JPMORGAN CHASE BANK, N.A.

V1.6

Client	CITY OF VANCOUVER, WASHINGTON		
Address Line 1	PROCUREMENT SERVICES		
Address Line 2	415 W 6TH ST.		
City	VANCOUVER		
State	WA		
Zip Code	98660		
Phone			

REBATES Please identify a Business Account to which rebates associated with Client's Commercial Card rebate program should be deposited. Deposits will be made via Wire Transfer only.			
Business Account at:	(Enter the name of Client's financial institution)		
ABA:	(Enter ABA for Client's financial institution)		
Business Account Number:	(Enter Client's business account number)		
Business Account Name:	(Enter the name of Client's business account)		
Please enter the Financial Institution and Business Account Name exactly as it appears on Client's account.* <u>Black ink only.</u>			
*Requests to modify the account information set forth above must be provided to J.P. Morgan in writing and sent to the following address: CCS.Rebate@jpmchase.com . A form will be provided to Client upon receipt of Client's request to modify the business account information. Client will be instructed to complete the form and return it to J.P. Morgan at the address specified. Changes to the business account information will be effective when J.P. Morgan has a reasonable opportunity to act upon such request.			

SIGNATURE This Application must be signed by an acting officer, partner, or owner of the Client with the authority to bind the Client to the terms and conditions of the following Commercial Card Agreement. I hereby certify that I am a duly authorized and acting officer, partner or owner of this Client with the authority to bind the Client to enter into and perform the obligations of the Commercial Card Agreement. I have read and agree to the terms and conditions of the Commercial Card Agreement. <u>Black ink only.</u>	
Signature of Authorized Officer	Date
Name	
Title	

CLIENT ATTESTATION The undersigned, a duly authorized officer or representative of this Client, does hereby certify that the person signing above on behalf of the Client has been duly authorized to bind the Client and to enter into and perform the obligations of the Commercial Card Agreement and that the person signing above on behalf of this Client, whose execution of this Commercial Card Agreement was witnessed by the undersigned, is an officer, partner, owner, or other representative of Client possessing authority to execute this Commercial Card Agreement.* <u>Black ink only.</u>	
Signature	Date
Name	
Title	
*Note: The person signing the attestation shall be someone different from the person signing above on behalf of Client.	

Commercial Card Application & Agreement | JPMORGAN CHASE BANK, N.A.

V1.6

This Commercial Card Agreement (the “**Agreement**”) sets forth the terms and conditions under which JPMorgan Chase Bank, N.A. (the “**Bank**”) shall provide commercial card services to Client who executes this Agreement and/or one or more of such Client's Affiliates. This Agreement is effective as of the date of the first signature above (the “**Effective Date**”). By signing this Agreement, Client hereby agrees to be bound by the terms and conditions referenced herein.

- 1. Definitions.** Each capitalized term used in this Agreement shall have the following defined meanings set forth below or as otherwise set forth herein.

Account means each account established in the name of Client pursuant to the Agreement.

Affiliate means an entity controlling, controlled by, or under common control with, directly or indirectly, a party to this Agreement. For this purpose, one entity “controls” another entity if it has the power to direct the management and policies of the other entity (for example, through the ownership of voting securities or other equity interest, representation on its board of directors or other governing body, or by contract).

Agreement means the Commercial Card Agreement in each case as amended, supplemented or replaced from time to time.

Applicable Law means for any country, all federal, state, provincial and local laws, statutes, regulations, rules, executive orders, supervisory requirements, licensing requirements, export requirements, directives, circulars, decrees, interpretive letters, guidance or other official releases of or by any government, any authority, department or agency thereof, or any regulatory or self-regulatory organization, that apply to a party's obligations under the Agreement.

Business Day means a day on which Bank is open for business.

Card means a Network-branded card that is issued to Cardholders by the Bank upon the request of the Client and approval by the Bank, and includes any plastic card bearing a card number and Accounts with no associated plastic card, which includes Single-Use Accounts.

Cardholder means: (A) an individual in whose name a Card is issued, and (B) any person or entity authorized by Client or named Cardholder to use a Card.

Cardholder Agreement means documentation provided by Bank to Client or Cardholder governing use of a Card by such Cardholder.

Cardholder Credit Limit means the maximum spending limit established in relation to a Cardholder.

Corporate Liability means Client is solely liable for the Transactions, subject to the Agreement and any Cardholder Agreement.

Credit Limit means the maximum spending limit established for Client in connection with the Program.

Cycle means the monthly period ending on the same day each month or, if that day is not a Business Day, then the following Business Day or preceding Business Day, as systems may require, or such other period as Bank may specify.

Fraudulent Transactions means transactions made on a Card by a person, other than Client or Cardholder, who does not have actual, implied, or apparent authority for such use, and for which neither Cardholder nor Client receives direct or indirect benefit.

Joint and Several Liability means Client and Cardholder are jointly and severally liable for the Transactions, subject to the Agreement, and the Cardholder Agreement.

MCC means merchant category code.

Network means MasterCard International, Inc.

Program means the commercial card system composed of Accounts, Card-use controls, reports to facilitate purchases of and payments for business goods and services, and related services, all as established in connection with the Agreement.

Single-Use Account means a one-time virtual card number generated for a single transaction.

System means the system through which Client can access Account and Transaction data and reports.

Transaction means a purchase, a cash advance, fees, charges or any other activity charged to an Account with respect to a Card.

2. Conditions Precedent

Prior to the commencement of the Program rendered by Bank pursuant to this Agreement, Client will provide the information listed on the Application, included with this Agreement, and additional documents as required by the Bank, and will certify to the accuracy of such information.

3. Certain Bank Services

- A. Subject to prior financial, risk management and compliance approvals by Bank, Bank shall: (i) establish Accounts in the name of Client; (ii) issue Cards to Cardholders designated by a person authorized to bind the Client to these terms and conditions (an **"Authorized Person"**); (iii) implement the Credit Limits specified by an Authorized Person from time to time and accepted by Bank; and (iv) deliver Cards and billing statements only to a U.S. address. Notwithstanding anything contained in this Agreement to the contrary, Bank shall not be obligated to extend credit to Client in violation of any limitation or prohibition imposed by Applicable Law or Bank policies and procedures.
- B. Extension of Program. Upon Client's submission of a request from time to time in the form required by Bank and following Bank's agreement to do so, Bank will extend Program to Client's Affiliates. Client is responsible as principal obligor for all obligations under the Agreement (including, without limitation, as principal obligor with respect to all payment and other obligations as the same relate to its Affiliates and their respective Cardholders and waives any defenses or offsets available to such Affiliates). Client shall cause each of its Affiliates and their respective Cardholders to comply with the Agreement.
- C. Notwithstanding the foregoing, Bank shall not be obligated to provide any Account to Client or any Client Affiliate or any Card to an employee or authorized representative of Client or any Client Affiliate or to process any transactions in violation of any limitation or prohibition imposed by Applicable Law, including, but not limited to, the regulations issued by the U.S. Department of Treasury's Office of Foreign Assets Control ("**OFAC**").
- D. Receipt Image Services. For purposes of this section, "**Receipt Image Services**" means the optional services provided through Bank to allow Client the ability to attach and maintain image(s) of receipt(s) on the System, and "**Receipt Image(s)**" means an image of a receipt produced by a Transaction through use of Accounts and maintained on the System. Receipt Images will be stored and made available to Client through use of the System. In order for Bank to make Receipt Images available through the System, Client shall first fax and/or upload to the System images of Client's receipts through use of its own devices. Client is responsible for verifying the accuracy of the image of its receipts and any other information uploaded and entered into the System. Client shall ensure that the information contained in the image of the receipt accurately reflects the applicable Transaction. Receipt Image will be made available online through the System for a maximum of thirty-six (36) months ("**System Image Accessibility Period**"). The System Image Accessibility Period includes the month of the Transaction Date. Bank may, in its sole and absolute discretion, reject Receipt Images provided by Client to be posted on the System. In addition, Bank may suspend Client's use of the Receipt Image Service at any time without prior notice to Client.

4. Obligations of Client

In connection with the Program, Client shall:

- A. Notify each Cardholder at the earliest opportunity: (i) that Cards are to be used only for business purposes; (ii) of the Cardholder Credit Limit and any other applicable limit; (iii) of the extent, if any, to which Bank will provide Transaction and Account information to third parties at Client's request; and (iv) to collect and destroy any Cards which are no longer required.
- B. Client represents that the Cards to be issued under this Agreement are substitutes for an accepted credit card or will be issued in response only to a written request or application for such Card, by a prospective Cardholder, which Client has obtained in accordance with the requirements of Section 226.12(a) of Regulation Z of the Federal Truth in Lending Act. Client further represents that Client will retain the applications (paper or electronic) for any Card, when such application is not provided to Bank, for a period of two (2) years after the application has been received and acted upon.
- C. Client will immediately notify Bank by telephone of any lost, stolen, misappropriated, improperly used, or compromised Cards.
 - i. **Liability for Fraudulent Transactions Following Notification.** Notwithstanding anything to the contrary contained herein, Client shall not be liable for any Fraudulent Transactions occurring on a Card after the effective time of such notification to Bank of such Fraudulent Transaction.
 - ii. **Liability for Fraudulent Transactions Prior to Notification.** Subject to the terms and conditions contained in subsection (iii) below, Client shall not be liable for Fraudulent Transactions occurring on a Card prior to the effective time of such notification to Bank of such Fraudulent Transactions.
 - iii. Bank reserves the right, in its sole and absolute discretion, to hold Client liable for Fraudulent Transactions should Bank determine that subsequent to implementation of Client's Program and at the time that the Fraudulent Transaction occurred, Client failed to operate Client's Program in accordance with Bank's fraud reduction requirements as set forth below:
 - a. Client must block high risk MCC's identified by Bank and presented to Client;
 - b. Client must maintain reasonable security precautions and controls regarding the dissemination, use and storage of Card and Transaction data; and
 - c. Client must comply with all other requirements as Bank may reasonably require from time to time.

If Client fails to comply with Client's obligations described in this subsection (iii), and Bank determines Client to be liable for Fraudulent Transactions, Bank will either: (i) invoice Client for the amount of such Fraudulent Transaction minus any amounts collected, or (ii) deduct the amount of such Fraudulent Transaction from Client's rebate.

- D. Notify Bank of any Transaction that Client disputes as soon as practicable after the last day of the Cycle during which such Transaction is charged to Client and, in any event, within sixty (60) days of such day. Client shall use commercially reasonable efforts to assist in obtaining reimbursement from a merchant. Client or, subject to any Cardholder Agreement and in the case of Cards under any Joint and Several Liability Accounts, the Cardholder, shall not be relieved of liability for any disputed Transaction if the charge-back is rejected in accordance with the applicable Network's charge-back policy. Bank shall not be liable to Client where notice is received after such sixty (60) day period. Client shall not make a claim against Bank or refuse to pay any amount because Client or the person using the Card may have a dispute with any merchant.
- E. Unless previously provided to Bank, obtain and provide to Bank such information as Bank may reasonably request for the purposes of investigating the identity of an actual or prospective Cardholder or Client, evidencing authority for Card issuance requests, and assisting in any review of Bank by a regulator with relevant jurisdiction. Any information provided by Client to Bank shall be, to the best of Client's knowledge, information and belief, accurate and complete in all material respects.
- F. Make payments for all Transactions posted to Accounts no later than the payment date (the "**Payment Date**"), as specified in the periodic statement. In the event that Client makes payments other than as contemplated by the periodic statement, Bank may require, and Client shall provide, such documentation as reasonably required by Bank to reconcile such payments to the amounts stated as due in the periodic statement by the Payment Date. Any amount due which is not received by the Payment Date shall be subject to the late fees and delinquency fees as set forth in the fees schedule of Exhibit A attached hereto. If collection is initiated by Bank, Client shall be liable for payment of Bank's reasonable attorneys' fees and other costs and expenses of collection.
- G. In the case of any Joint and Several Liability Account, Client shall pay Bank within ten (10) days of written notice, for any Transactions not paid by a Cardholder within one hundred and twenty (120) days of the first billing with respect to the relevant Transaction.
- H. Unless otherwise provided to Bank, provide Bank with such financial statements and other related information requested by Bank in form and in such detail as Bank may reasonably request, from time to time.
- I. Client represents and warrants that it will use commercially reasonable efforts to ensure that such applicants to whom it requests Bank issue Cards and whom Client authorizes to use the Cards/Accounts are not identified on a prohibited government sanctions list, are not located or resident in a sanctioned country, or otherwise subject to a sanctions program applicable to Client.

5. Credit Limits and Certain Bank Rights

- A. Bank may establish a Credit Limit and Cardholder Credit Limit and may establish other limits from time-to-time. Client will not exceed the Credit Limit; provided however, that if Client exceeds the Credit Limit, Client shall pay all amounts exceeding the Credit Limits.
- B. Bank may at any time: (i) increase or decrease any Credit Limit or the Cardholder Credit Limit or any other limit in connection with any Card or any Account or the Program; (ii) refuse to authorize Transactions; (iii) vary the payment terms, or require the provision of security or additional security; (iv) suspend or terminate any Card or any Account; (v) decline to open any Account or issue any Card; or (vi) require MCC authorization restrictions in connection with a Program.

6. System Access

- A. Client shall adhere to all applicable license agreements, security procedures, and terms and conditions regarding the System.
- B. Client agrees that any access, Transaction, or business conducted on the System is presumed by Bank to have been in Client's name for Client's benefit.
- C. Except for unauthorized use by a Bank employee, Client is solely responsible for the genuineness and accuracy of all instructions, messages and other communications received by Bank via the System. Bank may rely and act upon all Client instructions and messages issued with valid credentials.
- D. From time to time, Bank may suspend the System when Bank considers it necessary to do so (including, without limitation, for maintenance or security purposes). Bank will use reasonable efforts to provide Client with notice prior to the suspension.

- 7. **Notices.** All notices and other communications required or permitted to be given under this Agreement shall be in writing except as otherwise provided herein, and shall be effective on the date on which such notice is actually received by the party to which it is addressed. All notices may be sent to the Client by ordinary mail, electronic transmission, through internet sites, or by such other means as the Client and the Bank may agree upon from time to time, at the address of the Client provided to the Bank. Unless otherwise arranged, all notices to the Bank must be sent to the Client's relationship manager or program coordinator team managing the relationship or to any other address notified by the Bank to the Client in writing from time to time, and may be sent by ordinary mail, by electronic transmission or by such other means as the Client and the Bank agree upon from time to time.

- 8. **Representations and Warranties.** Client represents and warrants that this Agreement constitutes a legal, valid, and binding obligation, enforceable against Client, in accordance with its terms, and that execution and performance of this Agreement: (i) does not breach any agreement with any third party; (ii) does not violate any law, rule, or regulation, or any duty arising in law or equity applicable to it; (iii) is within Client's organizational powers; and (iv) has been authorized by all necessary organizational action.

- 9. **Fees.** Client agrees to pay the fees and charges incurred by Client as specified by Bank, from time to time, on a periodic invoice. The fees initially applicable are specified in Exhibit A attached hereto. Bank may change the fees and charges payable by Client at any time, provided Bank notifies Client at least thirty (30) days prior to the effective date of the change.

10. Term and Termination. This Agreement shall have an initial term of five (5) years from the Effective Date unless otherwise terminated pursuant to the provisions of this paragraph. Thereafter, this Agreement shall be successively renewed for one-year terms upon the anniversary of the Effective Date. This Agreement may be terminated by either party at any time for any reason. In the event this Agreement is terminated, Client shall immediately pay all amounts owing under this Agreement, without set-off or deduction, and destroy all physical Cards furnished to Cardholders. After this Agreement is terminated or expires, the terms of this Agreement that expressly or by their nature contemplate performance after termination or expiration will survive and continue in full force and effect.

11. Limitation of Liability

- A. Subject to Section 11.B below, Bank shall be liable only for Client's actual damages which Client suffers or incurs as a direct result of Bank's negligence or willful misconduct and shall not be liable for any other loss or damage of any nature.
- B. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR THE LIKE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EACH OF WHICH ARE EXPRESSLY EXCLUDED BY AGREEMENT OF THE PARTIES HEREIN REGARDLESS OF WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE AND WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Confidentiality. Except as expressly provided in the Agreement, all information furnished by either party in connection with the Agreement shall be kept confidential. The foregoing obligation shall not apply to information that: (A) is already lawfully known when received without an obligation of confidentiality other than under this Agreement; (B) is or becomes lawfully obtainable from other sources; (C) is in the public domain when received or thereafter enters the public domain through no breach of this Section; (D) is required to be disclosed to, or in any document filed with, the U.S. Securities and Exchange Commission (or any analogous body or any registrar of companies or other organizations in any relevant jurisdiction), banking regulator, or any other governmental agencies; (E) is required by law to be disclosed and notice of such disclosure is given (when legally permissible) by the disclosing party; or (F) may be disclosed as provided in the Cardholder Agreement or other Cardholder-related documentation. Notice under (E), when practicable, shall be given sufficiently in advance of the disclosure to permit the other party to take legal action to prevent disclosure. Bank may exchange (and the Client insofar as necessary hereby consents to such exchange) Client and (to the extent authorized) Cardholder confidential information with Affiliates. Bank may also disclose confidential information to service providers, the Networks, and any other authorized third parties in connection with Bank's provision of Program services; provided that these authorized third parties are under obligations of confidentiality at least as restrictive as those set forth in this **Section 12**. Bank may exchange information concerning the Client or Cardholders with merchants and, in the case of Cardholder information, with the Client.

13. Miscellaneous

- A. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this Agreement. The failure of either party hereto to enforce any right or pursue any remedy hereunder shall not be construed to be a waiver thereof.
- B. In the regular course of business, Bank may monitor, record, and retain telephone conversations made or initiated to or by Bank from or to Client or Cardholders.
- C. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of Client and Bank and their respective successors and assigns. This Agreement, or any of the rights or obligations hereunder, may not be assigned by Client without the prior written consent of Bank.
- D. This Agreement embodies the entire agreement and understanding between Client and Bank and supersedes all prior agreements and understandings between Client and Bank relating to the subject matter thereof.
- E. This Agreement may be signed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same document. Facsimile signatures shall have the same force and effect as the original.
- F. If applicable, to the extent that Client would have been able to claim sovereign immunity in any action, claim, suit, or proceeding brought by Bank, Client irrevocably waives and agrees not to claim such immunity.
- G. Neither Bank nor Client shall be liable for any loss or damage to the other for its failure to perform or delay in the performance of its obligations under this Agreement, if such non-performance or delay is caused directly or indirectly by an act of God, act of governmental authority, de jure or de facto, legal constraint, war, terrorism, catastrophe, fire, flood or electrical, computer, mechanical or telecommunications failure, or failure of any agent or correspondent, or unavailability of a payment system, or other natural disaster or any cause beyond its reasonable control.
- H. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES, AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF WASHINGTON, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING OUT OF, BY REASON OF, OR RELATING TO THIS AGREEMENT, THE INTERPRETATION THEREOF OR TO ANY TRANSACTIONS HEREUNDER. THIS WAIVER IS KNOWINGLY, WILLINGLY, AND VOLUNTARILY MADE BY THE PARTIES.
- I. Client acknowledges that Bank prohibits the use of Cards under any Accounts to conduct transactions (including, without limitation, the acceptance or receipt of credit or other receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or

the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful internet gambling. The term “**unlawful internet gambling**,” as used here, shall have the meaning as set forth in 12 C.F.R. Section 233.2(bb).

- J. Certain services may be performed by Bank or any affiliate, including affiliates, branches or units located in any country in which Bank conducts business or has a service provider. Client authorizes Bank to transfer Client information to such affiliates, branches or units at such locations as Bank deems appropriate. Bank reserves the right to store, access, or view data in locations it deems appropriate for the services provided.
- K. International Transactions include any transaction made in a foreign currency or that is made outside the United States of America even if it is made in U.S. Dollars. If an international transaction is made in a currency other than U.S. Dollars, the Network will convert the transaction into U.S. Dollars using its respective currency conversion procedures. The exchange rate the Network uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the respective entity itself receives), or the government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date when the international transaction occurred or when the Account was used. Bank reserves the right to charge an international transaction fee, as specified in Exhibit A. Bank may charge a commission on the relevant currency amount at the rate provided to it by the Network as set forth in the fee schedules attached hereto. The international transaction fee will be calculated on the U.S. Dollar amount provided to Bank by the Network. The same process and charges may apply if any international transaction is reversed.
- L. Bank may at any time offset any obligation of Client to Bank under this Agreement or otherwise against any obligation Bank owes to Client.
- M. This Agreement and Cards are non-transferable, non-assignable, and shall remain the property of Bank.
- N. USA PATRIOT Act Disclosure. Section 326 of the USA PATRIOT Act mandates that Bank obtain, verify and record information that identifies each business or person that opens a new account. By signing this Agreement Client agrees to provide and consent to us obtaining, if necessary from third parties, any and all information reasonably necessary to verify Client's identity.
- O. This Agreement may be amended or waived only by notice to Client, in writing from Bank.

EXHIBIT A to the Commercial Card Application & Agreement INCENTIVES & FEES

1. **DEFINITIONS.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement.

"Average File Turn" has the meaning given to it in Section 3.A.i.

"Contract Year" means a 12-month period beginning on the Effective Date of the Agreement or any anniversary of such date.

"Credit Losses" means all amounts due to Bank in connection with any Card that Bank has written off as uncollectible excluding amounts due with respect to Fraudulent Transactions.

"Discount Interchange Rate Transactions" means Transactions made on any and all Cards or Accounts, with an interchange rate below 2.00% under applicable Credit Card Network rules. Those Transactions include but are not limited to Large Ticket Transactions, level 3 Transactions, Network Partnership programs, and any other interchange programs entered into by the Networks, Client, merchants, or others whereby the parties to those interchange programs have agreed to interchange rates below 2.00% for certain transactions. This does not include Transactions that do not qualify for interchange under applicable Credit Card Network rules.

"Discount Interchange Rate Transaction Volume" means total Discount Interchange Rate Transactions made on any and all Cards or Accounts. **Discount Interchange Rate Transaction Volume** is comprised of two categories based on the interchange rate of each transaction:

- **"Discount Interchange Transaction Volume Category 1"** covers all **Discount Interchange Rate Transaction Volume** with interchange rate at or above 1.00% (interchange rates from 1.00% - 1.99%).
- **"Discount Interchange Transaction Volume Category 2"** covers all **Discount Interchange Rate Transaction Volume** with interchange rate below 1.00% (interchange rates from 0.00% - 0.99%).

"Settlement Terms" means the combination of the number of calendar days in a billing cycle and the number of calendar days following the end of a billing cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing cycle and Y is the number of calendar days following the end of a billing cycle to the date the payment is due.

"U.S. Net Charge Volume" means total charges made on any and all U.S. Dollar issued Cards or Accounts, net of returns, cash advances, convenience checks, Fraudulent Transactions and any transactions that do not qualify for interchange under applicable Network rules. U.S. Net Charge Volume does not include Discount Interchange Rate Transaction Volume.

"U.S. Total Charge Volume" means the sum of U.S. Net Charge Volume and Discount Interchange Rate Transaction Volume.

2. REBATES

A. Volume Rebate

Bank will pay Client a rebate based on the annual U.S. Total Charge Volume achieved according to the following schedule. The rebate will be calculated as the Volume Rebate Rate (as determined according to the following schedule) multiplied by the annual U.S. Net Charge Volume, subject to the rebate adjustments below.

Combined U.S. Purchasing Card and U.S. Single-Use Account Programs	
Annual U.S. Total Charge Volume	Rebate Rate (%) @ 30 & 25 Settlement Terms
\$1,000,000	1.30%
\$4,000,000	1.65%
\$7,000,000	1.85%
\$10,000,000	1.90%
\$20,000,000	1.92%
\$30,000,000	1.93%
\$40,000,000+	1.95%

B. Discount Interchange Rate Transaction Rebate

Should Client achieve the minimum annual U.S. Total Charge Volume required to earn a Volume Rebate as stated above, Bank will pay Client a rebate based on annual Discount Interchange Rate Transaction Volume. The rebate will be calculated as the Discount Interchange Transaction Rebate Rate (with categories as determined according to the following schedule) multiplied by the annual Discount Interchange Rate Transaction Volume for each respective category, subject to the rebate adjustments below.

Discount Interchange Rebate Rate for the Combined U.S. Purchasing Card and U.S. Single-Use Account Programs Volume by Program Settlement Terms	
Discount Interchange Rate Transaction Volume Category	@ 30 & 25 Settlement Terms
Category 1	0.70%
Category 2	0.15%

3. REBATE ADJUSTMENTS

A. Average File Turn Adjustment

i. Programs Contracted on Settlement Terms of 30 & 25

- For purposes of Section 3.A.i, "**Average File Turn**" means the annual average outstanding balance for Programs contracted on Settlement Terms of 30 & 25 (i.e. sum of the average outstanding balances for each calendar month divided by 12) divided by the annual U.S. Total Charge Volume associated with Programs contracted on Settlement Terms of 30 & 25, multiplied by 365.

The Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will be adjusted (either increased or decreased as applicable) based on the Average File Turn of Client's Program(s) over a Contract Year (the "**Average File Turn Adjustment**").

- Programs with Settlement Terms of 30 & 25 will have an Average File Turn of 40 if Client spends ratably throughout each cycle. The Average File Turn Adjustment for Client's Program(s) with Settlement Terms of 30 & 25 is calculated by determining the difference between Client's Average File Turn for such Program(s) and 40. If the Client's actual Average File Turn for such Program(s) is less than 40, the Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will each be increased by 0.0050% for each whole number less than 40. If the actual Average File Turn for such Program(s) is greater than 40, the Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will each be decreased by 0.0100% for each whole number greater than 40 but less than 71.
- If the Client's actual Average File Turn under Section 3.A.i is greater than 70 days, Client will not qualify for any rebate payment (as described below in the General Rebate Terms Section).

For illustrative purposes, if Client spends ratably throughout each cycle and makes payment 55 days following the end of each cycle, the Average File Turn will be 70, thus resulting in the following Volume Rebate Rates:

Combined U.S. Purchasing Card and U.S. Single-Use Account Programs	
Annual U.S. Total Charge Volume	Rebate Rate (%) @ Average File Turn of 70
\$1,000,000	1.00%
\$4,000,000	1.35%
\$7,000,000	1.55%
\$10,000,000	1.60%
\$20,000,000	1.62%
\$30,000,000	1.63%
\$40,000,000+	1.65%

For illustrative purposes, if Client spends ratably throughout each cycle and makes payment 55 days following the end of each cycle, the Average File Turn will be 70, thus resulting in the following Discount Interchange Rebate Rates:

Discount Interchange Rebate Rate for the Combined U.S. Purchasing Card and U.S. Single-Use Account Programs Volume by Program Settlement Terms	
Discount Interchange Rate Transaction Volume Category	@ Average File Turn of 70
Category 1	0.40%
Category 2	0.15%

B. Interchange Rate Adjustment

In the event of a reduction in interchange rates by the Network, Bank reserves the right to adjust the rebate rates and fees accordingly.

4. GENERAL REBATE TERMS

A. Annual Rebates

- i. Rebates will be calculated annually in arrears. Rebate payments will be made in USD within the 90 day period after the end of the Contract Year (the "**Rebate Calculation Period**") via wire transfer to a business account designated by Client and authenticated by Bank. Payment is contingent upon Bank receiving Client's wire instructions, and Bank's authentication of such instructions, prior to the end of the Rebate Calculation Period.
- ii. Rebate amounts are subject to reduction by all Credit Losses. If Credit Losses exceed the rebate earned for any Contract Year, Client shall pay to Bank the amount in excess of the rebate, which invoice shall be due and payable in accordance with the terms of such invoice. If Client is participating in more than one program, Bank reserves the right to offset any Credit Losses from one program against any rebate earned under any other program. In no event will Bank pay Client a rebate for the year in which the Agreement is terminated.

B. To qualify for any rebate payment, all of the following conditions must be met.

- i. Client is not in default under the Agreement at the time of rebate calculation and payment.
- ii. Account(s) must be current at the time of rebate calculation and payment.
- iii. Settlement of any centrally billed Account(s) must be by automatic debit or by Client initiated ACH or wire or by check.
- iv. Average File Turn must be less than 71 days (as stated in the Average File Turn Adjustment section).

5. SETTLEMENT TERMS

Payment must be received by Bank in accordance with the Settlement Terms. Late payments shall be subject to fees as specified in the Fees Section of this Exhibit. Settlement Terms for the U.S. Purchasing Card and U.S. Single-Use Account Programs are 30 & 25.

6. FEES

A. United States

The following are the fees associated with the U.S. Purchasing Card and U.S. Single-Use Account Programs:

STANDARD SERVICES AND FEES	
Late payment charge	Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter (WAIVED for the U.S. Purchasing Card and U.S. Single-Use Account Programs)
International transaction	1.5% of the U.S. Dollar amount charged
Rush card	\$25 per card if processed through Bank.
Standard card	\$0.00
ADDITIONAL SERVICES AND FEES	
Cash advances	2.5% of amount advanced (\$2.50 minimum with no maximum)
Convenience check	2% of check amount (\$1.50 minimum with no maximum)

If Client requests services not listed in this schedule, Client agrees to pay the fees associated with such services.

EXHIBIT B to the Commercial Card Application & Agreement

SUPPLIER RECRUITMENT AUTHORIZATION EXHIBIT

1. **DEFINITIONS.** For the purposes of this Exhibit, the following terms will have the meaning given below. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

“**Claim(s)**” means any and all past, present and future claim(s), loss(es), liability(ies), obligation(s), expense(s), attorney or other fee(s), suit(s), debt(s), lien(s), contract(s), agreement(s), promise(s), demand(s) or damage(s), of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including legal fees to the full extent permitted by law.

“**Client Information**” means information provided by Client to Bank for purposes of Supplier Recruitment (as defined below), including, but not limited to: (i) contact information for Client and/or Supplier(s); (ii) accounts payables details (e.g., payment summaries, amounts/counts, invoice numbers, billing account numbers and current and future payment terms); and (iii) payment preferences for Client and/or Supplier(s).

“**Supplier Data Enrichment**” means a recruitment service utilizing internal and external data sources to obtain supplier contact information for the purpose of Supplier Recruitment (as defined below). Bank will: (i) use commercially reasonable efforts to enrich supplier data provided by Client via the Supplier Data Enrichment process, and (ii) provide on a weekly basis a report of supplier data that is captured during the acceptance process for further verification from Client.

“**Supplier(s)**” means Clients’ supplier(s) and/or vendor(s) identified in accounts payable documentation, or other documentation provided to Bank by Client.

“**Third Party**” or “**Third Parties**” means a payment solution partner of Bank.

2. SUPPLIER RECRUITMENT

Client asks and authorizes Bank and/or Third Party to communicate with Suppliers through various methods on behalf of and in the voice of Client for the purpose of requesting that Suppliers accept payment using wholesale payments products offered by Bank, including but limited to commercial card and automated clearing house (the “**Supplier Recruitment**”). For the sole purposes of Supplier Recruitment, Client consents to Bank’s disclosure of such Client Information to Third Parties and Suppliers. Bank reserves the right to refuse or discontinue Supplier Recruitment and/or Supplier Data Enrichment services at any time.

3. CLIENT ENGAGEMENT

Client shall be deemed to have accepted and agreed to the following:

- i. Client will complete the Supplier Campaign Questionnaire and/or Form provided by Bank;
- ii. Client will commit to having internal resources available to address weekly recruitment needs;
- iii. Client will provide, to the extent commercially reasonable, complete and accurate Client Information including, but not limited to, Supplier name, remittance address, contact name, phone number, and email addresses in a format consistent with Bank instruction;
- iv. Should Client not have complete and accurate Supplier contact information, the Bank will offer Supplier Data Enrichment;
- v. Client is solely responsible for validating Bank obtained Client Information, including but not limited to Supplier contact information during Supplier Data Enrichment and prior to issuing payment to that Supplier. Client acknowledges that Supplier contact information is deemed to be accurate once payment has been requested.

4. TERMS AND CONDITIONS

A. Obligations and Liabilities

- i. Despite anything to the contrary in the Agreement, Client, on its behalf and on behalf of each of its Affiliates:
 - (a) will indemnify and hold Bank and each of its Affiliates harmless against Claims, except in the event of Bank’s gross negligence, that may arise related to: (1) Supplier Recruitment; (2) Supplier Data Enrichment; or (3) a third-party Claim related to the disclosure of Client Information for the purpose of Supplier Recruitment.
 - (b) agrees to reimburse Bank and each of its Affiliates for any direct damages Bank incurs related to Claims arising from third parties under clause 4.A.i.(3).
 - (c) releases and forever discharges Bank and each of its Affiliates from any and all liability for indirect, special, punitive, or consequential damages in any form or under any circumstances, even if Bank has been advised of the possibility of such damages, except to the extent that such Claims arise from the gross negligence of the Bank or its Affiliates.

- B. **Use of Client Logo.** Client grants Bank a non-exclusive, limited, non-transferable, and revocable license to use Client’s marks (whether registered or not) for the sole purpose of Supplier Recruitment.

- C. **Authorizing Transfers.** Client represents and warrants that Client has obtained the consent required to authorize Bank to disclose Client Information, including information about and Supplier(s), for purposes of Supplier Recruitment.

- D. **Giving Bank Notice.** Despite anything to the contrary in the Agreement, Client agrees that it will provide Bank with notice to revoke this Exhibit, which shall have the effect of terminating Supplier Recruitment. Bank will have a reasonable period of time to act on Client’s notice after Bank receives it. The Agreement shall remain in full force and effect unless otherwise terminated as set forth in Agreement.

ACCOUNT TERMS

V1.7_02_03_21

INTRODUCTION

This document, as amended or supplemented by account addenda for each country in which the Accounts are held, (collectively, the “Account Terms”) contains the general terms, conditions and disclosures for the Accounts and Services selected by the Customer and constitutes an agreement between the Bank and the Customer and supersedes all previous drafts, discussions and negotiations, whether oral or written, between them in connection with the opening of Accounts and receipt of Services.

References to the “Bank” shall mean **JPMorgan Chase Bank, N.A.**, and any of its affiliates. References to the “Customer” shall mean the entity to which the Bank, as an independent contractor, provides Accounts and Services. All accounts subject to the Account Terms are, regardless of their location, referred to as “Accounts”. References to “Services” shall mean services offered by the Bank and subject to the Account Terms and any applicable Service Terms. References to “Service Terms” shall mean any terms and conditions regarding specific types of Accounts or Services that are subject to the Account Terms. Use of a Service constitutes acceptance of the relevant Service Terms. In addition to the Account Terms and Service Terms, the Accounts are subject to other Account-related documentation, including signature cards and application forms (the “Account Documentation”).

The Customer shall not transfer any of its rights and obligations in an Account or with respect to a Service, or create any form of security interest over such rights and obligations in an Account, without the prior written consent of the Bank. Failure to obtain the Bank’s prior written consent constitutes a breach of these Account Terms by the Customer and may result in immediate closure of Accounts or termination of Services.

The Account Terms, Account Documentation and Service Terms may vary applicable law to the maximum extent permitted under any such law. Any provision of applicable law that cannot be varied shall supersede any conflicting term of the Account Terms, Account Documentation or Service Terms.

The Account Terms may be supplemented or amended as set forth in Section 17.6 (Amendments; Supplement; Waivers) herein.

1. Authorized Persons.

1.1 Authorized Persons. The Bank is authorized to rely on any document or designation that identifies a person authorized to act on behalf of the Customer (“Authorized Person”) with respect to the Accounts and Services, until the authority for such Authorized Person is withdrawn by the Customer upon written notice to the Bank, and the Bank has had a reasonable opportunity to act on such notice. The Customer will provide a specimen signature for Authorized Persons in the manner requested by the Bank.

1.2 Authorizations. Each Authorized Person is independent of the Bank and, subject to any written limitation provided by the Customer and received and accepted by the Bank, is authorized on behalf of the Customer to: open, operate and close Accounts; overdraw Accounts as permitted by the Bank; appoint and remove Authorized Persons; execute or otherwise agree to any form of agreement relating to the Accounts or Services, including Account Documentation; execute guarantees, indemnities or other undertakings to the Bank in relation to guarantees, letters of credit or other financial transactions, or in relation to missing documents; draw, accept, endorse or discount checks, drafts, bills of exchange, notes and other financial instruments (“Items”); receive materials related to security procedures; and give instructions (“Instructions”), including requests and payment orders, by means other than the signing of an Item, with respect to any Account transaction. Without limitation, such Instructions may direct: (i) the payment, transfer or withdrawal of funds; (ii) the disposition of money, credits, items or property at any time held by the Bank for account of the Customer; (iii) the provision of access as described in Section 1.4 (Third Party Access) and Section 2.1 (Third Party Instructions) below; (iv) the provision of information regarding the Accounts; (v) any other transaction of the Customer with the Bank; or (vi) the amendment or cancellation of any prior Instruction.

1.3 Facsimile Signatures. If the Customer provides the Bank with facsimile signature specimens, or if the Customer issues Items with a facsimile signature on one or more occasions, the Bank is authorized to pay Items signed by facsimile signature (including computer generated signatures) if the actual or purported facsimile signature, regardless of how or by whom affixed, resembles the specimens filed with the Bank by the Customer, or resembles a specimen facsimile signature otherwise employed for the Customer’s benefit.

1.4 Third Party Access. The Customer may request that the Bank permit a third party to have access to an Account by submitting an access request in a form acceptable to the Bank (an “Access Request”, and the third party designated in such form will be referred to as a “Third Party”). Each Third Party is authorized by the Customer to issue Instructions to the Bank in relation to an Account, including to initiate payments and transfers against an Account, and to access and receive balance and transaction information (including account statements, information reporting and transaction advices) by any method of communication, including the Bank’s electronic channels, facsimile transmission, in writing, by telephone and SWIFT message, and the Bank is authorized to act on such Instructions and provide such access as described in this Section and Section 2.1 (Third Party Instructions) below. Subject to the Third Party’s completion of documentation required by the Bank, the Bank is authorized to act upon any Instructions issued in the name of any authorized person of the Third Party who has been nominated by the Third Party in a form acceptable to the Bank, and such authorized person shall be deemed an Authorized Person with respect to the provisions of these Account Terms relating to the use of the Accounts and the giving of Instructions with respect to the Accounts. The Customer may revoke an Access Request at any time by giving the Bank written notice of such revocation; such revocation shall be effective when the Bank has received such notice and has had a reasonable opportunity to act upon it.

2. Security Procedures; Confirmations.

2.1 Security Procedures Generally. When issuing Instructions, the Customer is required to follow the Bank’s security procedures as communicated to the Customer by the Bank from time to time, including the procedures set forth herein, and shall be bound by such security procedures for use

of the Service. Upon receipt of an Instruction, the Bank will use the security procedures to verify that the Instruction is effective as that of the Customer. A security procedure may require the use of algorithms or other codes, identifying words or numbers, encryption, call back procedures or similar security devices. It is understood that the purpose of the security procedure is to verify the authenticity of, and not to detect errors in, Instructions. The Customer shall safeguard the security procedure and make it available only to persons that it has authorized. Any Instruction, the authenticity of which has been verified through such security procedure, shall be effective as that of the Customer, whether or not authorized.

Security Procedure for Verbal or Written Instructions. Unless the Customer and the Bank have agreed in writing to an alternate security procedure, the Bank may verify the authenticity of verbal or written (including those transmitted by facsimile) funds transfer Instructions by telephonic call-back to an Authorized Person. The Customer agrees that this security procedure is commercially reasonable for such Instructions.

Security Procedure for Instructions Received through Electronic Channels. If the Bank receives an Instruction in the name of the Customer by means of any of Bank's electronic channels, the Customer's SWIFT BIC codes, or other electronic channels through which the Bank has notified Customer that it will accept Instructions, then Bank may rely on authentication procedures established by such electronic channels as the security procedure. Any such Instruction shall be deemed to have been given by an Authorized Person and shall be effective as that of the Customer, whether or not authorized. By using an electronic channel to provide Instructions to the Bank, the Customer agrees that this security procedure is commercially reasonable for such Instructions.

Security Procedure for Third Party Instructions. The security procedures applicable to Instructions from any Third Party shall be those security procedures established by the Bank with the Third Party. Any Instruction that the Bank receives from the Third Party, the authenticity of which has been verified through such security procedure, shall be effective as that of the Customer, whether or not authorized, and shall be deemed an Instruction given on behalf of the Customer for all purposes of these Account Terms. The Bank is authorized to act upon any Instructions received via any of the SWIFT BIC codes specified in an Access Request whether or not such SWIFT BIC codes are associated with the Customer or the Third Party.

2.2 Confirmations. If the Customer, other than with respect to security procedures, chooses to confirm an Instruction, any confirmation must be clearly marked as a confirmation, and, if there is any discrepancy between an Instruction and a confirmation, the terms of the Instruction shall prevail. Subject to Section 2.1 (Security Procedure for Verbal or Written Instructions), the Bank may, at its option, confirm or clarify any request or Instruction using any means, even if a security procedure appears to have been followed. If the Bank is not satisfied with any confirmation or clarification, it may decline to honor the Instruction.

3. Deposits.

3.1 Processing Incoming Items. All Items deposited or cashed are received for collection only and are subject to receipt of final payment. The Bank may agree with other banks and clearing houses to vary procedures regarding the collection or return of Items, and deadlines to the extent permitted by applicable law or market practice. The Bank chooses the method of collecting Items and may use other banks in the process. The Bank will present Items in accordance with the custom and market practice of the jurisdictions in which the Items are handled for collection. The Bank is not responsible for actions or omissions of other banks, nor for the loss or destruction of any Item in the possession of other banks or in transit. The Customer shall use reasonable efforts to assist the Bank in locating or obtaining replacements of Items lost while in the Bank's possession. For purposes of determining when an Item is sent to the Customer, the provision of an image of the Item or information identifying the Item (e.g., Item number, amount, date of Item) is a sufficient substitute for the actual Item.

3.2 Availability of Funds; Credits Not Received. Credits and deposits to an Account will be available in accordance with the Bank's availability policy and applicable law. If the Bank credits an Account: (i) in contemplation of receiving funds for the Customer's credit and those funds are not actually received by the Bank; or (ii) in reliance on a transaction which is subsequently returned, reversed, set aside or revoked, or if the Bank does not receive funds for the Customer's credit for value on the date advised by or on behalf of the Customer, or if final settlement is not received by the Bank for any reason, then the Bank shall be entitled to debit any Account of the Customer with the amount previously credited and/or with any other charges incurred, even if doing so creates or increases an overdraft.

3.3 Collection Basis Processing. If an Item is processed by the Bank on a collection basis, the Bank may defer credit to the relevant Account until it has received final, non-reversible, payment in accordance with applicable law and market practice.

4. Payment of Items.

4.1 Processing Outgoing Items. The Bank is authorized to pay any Item drawn on the Account, in accordance with the Bank's usual procedures, including any Item that purports to be a substitute check. The Bank is authorized to debit the Account on which the Item is drawn on the day the Item is presented, certified or accepted, or at such earlier time when the Bank receives notice by electronic or other means that an Item drawn on an Account has been deposited for collection. The Bank may determine Account balances in order to decide whether to dishonor an Item for insufficient funds at any time between receiving such presentment or notice and the time of the return of the Item, and need make no more than one such determination.

4.2 No Inquiry. The Bank is authorized to pay all Items presented to it or cashed at the Bank, regardless of amount and without inquiry as to the circumstances of issue, negotiation or endorsement or as to the disposition of proceeds, even if drawn, endorsed or payable to cash, bearer or the order of the signer or any Authorized Person or to a lender in payment of the signer's or Authorized Person's obligations.

4.3 Limitations. The Customer shall immediately notify the Bank if it becomes aware that any Items (whether completed or blank) are lost or stolen. The Customer shall not allow any third party to issue Items against or otherwise use the Accounts unless specifically agreed to in writing by the

Bank. The Customer shall not issue Items that are post-dated, and the Bank shall not be liable for any damages caused by premature payment or certification of a post-dated Item. Further, the Customer shall not put any condition, restriction, or legend on any Item; and the Bank is not required to comply with any such condition, restriction or legend.

4.4 Electronic Processing; Specifications. The Bank may process any Item by electronic means. All Items issued by the Customer against any Account must comply with industry standards and the Bank's check specifications and image standards, published from time to time. The Bank shall not be liable for damages or losses due to any delay or failure in procuring, collecting, or paying Items not conforming to such specifications or standards, except to the extent such losses or damages are the direct result of the Bank's gross negligence or willful misconduct.

5. Funds Transfer Instructions.

5.1 Processing Funds Transfer Instructions. The Customer may issue funds transfer Instructions against Accounts, subject to the Bank's acceptance. Funds transfer Instructions will be received, processed and transmitted only on the Bank's funds transfer business days, and within the Bank's established cut-off hours on such days. Instructions requesting cancellation or amendment of funds transfer Instructions must be clearly marked as such and received at a time and in a manner affording the Bank a reasonable opportunity to act on the cancellation or amendment Instruction. The Customer may reverse, amend, cancel or revoke any Instructions only with the consent of the Bank and, if applicable, the beneficiary's bank. The Bank will debit the Account for the amount of each funds transfer Instruction accepted by the Bank, and the Customer authorizes the Bank to debit the Account for, or deduct from the amount of the funds transfer, all associated fees, including debit and credit processing charges. In processing a funds transfer, other banks may deduct fees from the funds transfer. No restrictions upon the acceptance of funds transfer Instructions by the Bank or upon the Accounts that the Bank may debit shall be binding unless agreed to by the Bank in writing. The Bank shall not be required to inquire into the circumstances of any transaction.

5.2 Acting on Instructions. Notwithstanding any Instructions by the Customer to the contrary, the Bank reserves the right to use any funds transfer system and any intermediary bank in the execution of any funds transfer Instruction and may otherwise use any means of executing the funds transfer Instruction that the Bank deems reasonable in the circumstances.

5.3 Inconsistent Name and Number. The Bank and other financial institutions, including the beneficiary's bank, may rely upon the identifying number of the beneficiary, the beneficiary's bank or any intermediary bank included in a funds transfer Instruction, even if it identifies a person different from the beneficiary, the beneficiary's bank or intermediary bank identified by name.

5.4 Foreign Exchange.

- (a) If the Bank accepts a funds transfer Instruction issued in the Customer's name for payment in a currency (the "Non-Account Currency") other than the currency of the Account (the "Account Currency"), the Bank is authorized to enter into a foreign exchange transaction to sell to the Customer the amount of Non-Account Currency required to complete the funds transfer and debit the Account for the purchase price of the Non-Account Currency. If the Bank receives a payment to the Account in a Non-Account Currency, the Bank is authorized to purchase the Non-Account Currency from the Customer and to credit the purchase price to the Customer's Account in lieu of the Non-Account Currency.
- (b) The applicable foreign exchange rate and spread for any of the foregoing transactions shall be determined by the Bank in its sole discretion and may differ from foreign exchange rates and spreads at which the Bank otherwise enters into foreign exchange transactions on the relevant date. The Bank may generate additional profit or loss in connection with the Bank's execution of a foreign exchange transaction or management of its risk related thereto in addition to the applicable spread. Further, (i) the Bank may execute such foreign exchange transactions in such manner as the Bank determines in its sole discretion; and (ii) the Bank may manage the associated risks of the Bank's own position in the market in a manner it deems appropriate without regard to the impact of such activities on the Customer. Any such foreign exchange transaction will be between the Bank and the Customer as principals, and the Bank will not be acting as agent or fiduciary for the Customer.
- (c) Notwithstanding any prior action or course of dealing, subject to applicable law, the Bank has no obligation to cancel, reverse or otherwise buy back foreign currencies purchased by the Customer under a Service and the Bank makes no commitment to buy back currencies. The Customer acknowledges that it may not be able to sell back certain foreign currencies once purchased.

5.5 Cancellation of Foreign Exchange Drafts. Subject to applicable law, the Bank may cancel any draft issued by the Bank on behalf of the Customer in a Non-Account Currency if the draft is not presented for payment within one hundred eighty (180) calendar days after the date of issuance, and the Customer authorizes the Bank to recredit the Customer's Account with an equivalent amount of Account Currency at a foreign exchange rate and spread, and at such date and time, as the Bank determines in its sole discretion. Following such cancellation, the Customer shall be responsible for all claims that may be asserted against the Bank in respect of the draft.

6. Interest; Fees; Taxes.

6.1 Interest. The Bank may apply interest on balances in Accounts at rates determined by the Bank in its sole discretion, subject to any withholding or deduction for tax as required by applicable law (including the Foreign Account Tax Compliance Act ("FATCA")). The Bank may deduct from the Accounts charges for early withdrawals, which may include a deduction from principal (if permitted or required by law). If the rate applied by the Bank is negative, the Customer may be required to make a negative rate payment, including on non-interest bearing Accounts, which the Bank shall be entitled to collect by debiting the Account.

6.2 Fees and Taxes.

- (a) The Bank may impose and the Customer will pay fees for Accounts and Services provided by the Bank, including transaction, maintenance, balance-deficiency, and service fees and other charges (collectively "Fees"). The Bank may debit any Account for Fees and/or Taxes, even if such debit creates or increases an overdraft of the Account. References to "Taxes" shall mean any taxes (including value added taxes, sales taxes and similar taxes), levies, imposts, deductions, charges, stamp, transaction and other duties and withholdings (together with any related interest, penalties, fines, and expenses) in connection with the Fees, Accounts or Services (including payments or receipts to an Account) except if such Taxes are imposed on the overall net income of the Bank.
- (b) All payments (including Fees and interest on overdrafts) from the Customer to the Bank pursuant to the Account Terms, the Service Terms and any Account Documentation shall be in full, without set-off or counterclaim, and free of any withholding or deduction (collectively, a "Deduction") related to any tax or other claim, unless a Deduction is required by applicable law. If any Deduction is required by applicable law in respect of any payment due to the Bank, the Customer shall:
 - (i) ensure that the Deduction is made;
 - (ii) pay the amount of the Deduction as required by applicable law;
 - (iii) increase the payment in respect of which the Deduction is required so that the net amount received by the Bank after the Deduction shall be equal to the amount which the Bank would have been entitled to receive in the absence of any requirement to make any Deduction; and
 - (iv) deliver to the Bank, within thirty (30) days after it has made payment to the applicable authority, a certified copy of the original receipt issued by the authority, evidencing the payment to the authority of all amounts required to be deducted.
- (c) All Fees are exclusive of Taxes. In addition to any Fees or other amounts due and except to the extent the Bank is otherwise compensated for such Taxes under this Section 6, the Customer will pay or reimburse the Bank for any Taxes which the Bank is required to account for to any tax authority under any applicable law and, where required by applicable law, the Customer shall account for any Taxes directly to the applicable tax authority.

6.3 Tax Documentation and Information. The Customer will provide the Bank with such documentation and information as the Bank may require in connection with taxation, and warrants that such information is true and correct in every respect and shall immediately notify the Bank if any information requires updating or correction.

7. Account Statements.

The Bank will issue Account statements, confirmations, or advices ("Account Statements") at the frequency and in the manner advised to the Customer from time to time. The Customer is responsible for ensuring that an Authorized Person promptly examines each Account Statement and any accompanying Items that are made available to it by the Bank, and reporting any irregularities to the Bank in writing, including any claim of unauthorized funds transfer activity. The Bank shall not be responsible for the Customer's reliance on balance, transaction or related information that is subsequently updated or corrected or for the accuracy or timeliness of information supplied by any third party to the Bank. Electronic Account Statements, if applicable, shall be deemed to be received by the Customer when the Bank sends notice to the Customer that the Account Statement has been posted by electronic means (including by posting such Account Statement on a Bank website).

8. Overdrafts.

8.1 Overdrafts. The Bank may debit an Account even if the debit may cause or increase an overdraft. Unless otherwise agreed in writing, the Bank is under no obligation to permit any overdraft or to continue to permit overdrafts after having permitted an overdraft or to provide notice of any refusal to permit an overdraft, in each case notwithstanding any prior action or course of dealing. Any overdraft shall be immediately due and payable by the Customer to the Bank, unless otherwise agreed in writing. If the Bank permits an overdraft, the Bank is authorized to charge interest on the amount of the overdraft as long as the overdraft is outstanding, at a rate determined by the Bank, up to the maximum rate permitted by law at the time of the overdraft or at the specific rate agreed in writing between the Customer and the Bank. Subject to applicable law, interest shall accrue on any negative balance in an Account notwithstanding closure of the Account and/or termination of these Account Terms. If the Bank pays an Item that causes or increases an overdraft, the Bank may deduct applicable Fees and expenses from the Account without notice.

8.2 Order of Payment. When Items and other debits to the Account are presented to the Bank for payment on the same day and there are insufficient available funds in the Account to pay all of these transactions, the Bank may choose the order in which it pays transactions, including the largest transaction first or any other order determined by the Bank, in its sole discretion.

9. Set Off; Security Interest.

9.1 Set-Off. The Bank may at any time, without prejudice to any other rights which it may have, and without prior notice or demand for payment, combine, consolidate or merge all or any of the Accounts of the Customer or may retain, apply or set off any money, deposits or balances held in, or standing to the credit of, any Account in any currency towards payment of any amount owing by the Customer to the Bank or any of its affiliates. The Bank shall be entitled to accelerate the maturity of any time deposit or fixed term deposit. For the purposes of this Section the Bank may effect currency conversions at such times or rates as it may think reasonable and may effect such transfers between any Accounts as it considers necessary.

9.2 Security Interest. The Customer grants to the Bank a lien and security interest in any Accounts of the Customer at the Bank, in order to secure any and all obligations and liabilities of the Customer to the Bank or any of its affiliates.

10. Confidential Information; Consents.

10.1 Confidential Information. “Confidential Information” means and includes all non-public information regarding the Customer, its Accounts or the Services. The term Confidential Information does not include information which is or becomes publicly available by means other than the Bank’s breach of this section, information the Bank develops independently without the use of Confidential Information, or information the Bank obtains from a third-party that is not reasonably known to have confidentiality obligations for such information.

- (a) The Bank will maintain Confidential Information in the same manner it maintains its own confidential information.
- (b) The Customer authorizes the Bank and its agents, employees, officers and directors and affiliates to use Confidential Information (i) to provide services to and administer the relationship with Customer, (ii) for any operational, credit or risk management purposes, (iii) for due diligence, verification or sanctions or transaction screening purposes, (iv) for the prevention or investigation of crime, fraud or any malpractice, including the prevention of terrorism, money laundering and corruption, (v) to improve and develop products or services, including, but not limited to using data analytics, (vi) for compliance with any legal, regulatory or tax requirements or tax reporting or any industry standard, code of practice, or internal policies or (vii) with prior consent of the Customer.
- (c) In connection with the permitted uses set forth in subsection (b), the Customer authorizes the Bank and its agents, employees, officers and directors and affiliates to disclose Confidential Information to (i) any subcontractor, consultant, agent, or any other unaffiliated third party or service provider, including the transmission of information to other banks and clearing houses and through channels and networks operated by third parties that the Bank reasonably believes is required in connection with the Services and provided that such parties are subject to equivalent confidentiality obligations; (ii) to the Bank’s professional advisors, auditors or public accountants; (iii) the Bank’s subsidiaries, affiliates and branches and their relevant parties as set forth in subsection (i) and (ii) herein; (iv) to a proposed assignee of the Bank’s rights under the Account Documentation; and (v) with the consent of the Customer.
- (d) In addition to the foregoing, the Bank may use and disclose Confidential Information as required by (i) applicable law or courts of competent jurisdiction; (ii) governmental or regulatory or supervisory authorities, or law enforcement agencies with jurisdiction over the Bank’s or Customer’s businesses; or (iii) to establish, exercise or defend claims, enforce legal rights, or satisfy the legal obligations of the Bank.
- (e) The Customer acknowledges that: (i) permitted disclosures of Confidential Information may be transmitted across national boundaries in the context of outsourcing arrangements and through networks, including networks owned and operated by third parties; and (ii) the Bank may process or store, or engage service providers to process or store Confidential Information on its behalf, both in its own premises and those of its services providers, located in, amongst others, the European Economic Area, the United States of America, India, the Philippines, Singapore, Hong Kong, Australia, China, Japan, Brazil, Mexico, Argentina, Colombia, Chile, South Africa, Russia and any other country where the Bank or such service providers conduct business.

10.2 Consents. The Customer represents and warrants that prior to submitting to the Bank information about natural persons related to the Customer (including Authorized Persons, users of the Bank’s electronic access systems, officers and directors, employees, beneficial owners, and customers and persons on whose behalf the Customer is receiving or transmitting funds, issuing items or maintaining an Account), the Customer shall have obtained such consents as may be required by applicable law or agreement, for the Bank to process and use the information for purposes of providing the Accounts or Services.

11. Liability Limitation; Force Majeure.

11.1 Liability. The Bank, its agents, employees, officers and directors, shall not be liable for any damage, loss, expense or liability of any nature which the Customer may suffer or incur, except to the extent of losses or expenses directly resulting from the gross negligence or willful misconduct of the Bank, its agents, employees, officers or directors. The Bank, its agents, employees, officers and directors shall not, in any event, be liable for indirect, special, consequential or punitive loss or damage of any kind (including lost profits, loss of business or loss of goodwill), in each case, whether or not foreseeable, even if the Bank, its agents, employees, officers or directors have been advised of the likelihood of such loss or damage, and regardless of whether the claim for loss or damage is made in negligence, gross negligence, for breach of contract or otherwise; provided, however, that the foregoing shall not apply to the extent such loss or damage is caused by fraud on the part of the Bank, its agents, employees, officers or directors. Customer shall promptly provide the Bank with a notice of any claims it receives regarding a Service.

11.2 Force Majeure. Neither the Bank nor the Customer shall be liable for any loss or damage, expense or liability of any nature to the other for its failure to perform or delay in the performance of its obligations resulting from an act of God, act of governmental or other authority, de jure or de facto, legal constraint, civil or labor disturbance, fraud or forgery (other than on the part of the other party or its employees), war, terrorism, catastrophe, fire, flood or electrical, computer, mechanical or telecommunications failure or malfunction, including inability to obtain or interruption of communications facilities, or failure of any agent or correspondent, or unavailability or failure of or the effect of rules or operations of a payment or funds transfer system, including non-availability of appropriate foreign exchange or foreign currency, or any cause beyond its reasonable control.

12. Indemnity.

The Customer indemnifies and holds the Bank, and its agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) (collectively, "Losses") arising out of or resulting from: (i) the Bank's acceptance or execution of any request, direction or transaction in connection with any Account or any Service provided to the Customer, including Items and Instructions; or (ii) the Bank's payment of any taxes, interest or penalty otherwise due from the Customer paid on the Customer's behalf, or for which the Bank has no responsibility under the Account Terms, the Service Terms or any Account Documentation. Notwithstanding the foregoing, the Bank, its agents, employees, officers and directors shall not be indemnified for any Losses to the extent resulting directly from its own gross negligence, willful misconduct or fraud.

13. Notices.

13.1 Notice to the Customer. All Account Terms, Service Terms, Account Documentation, notices and other documents may be delivered, made available and/or made accessible to the Customer by ordinary mail or courier at the address of the Customer provided to the Bank, or by facsimile transmission, electronic means and channels (including SWIFT message, emails and by posting on a Bank website) or by such other means as the Customer and the Bank may agree upon from time to time.

13.2 Notice to the Bank. Unless otherwise arranged, all notices to the Bank must be sent to the Bank officer or service representative managing the Account or to any other address notified by the Bank to the Customer in writing from time to time, and must be sent by ordinary mail, by courier, by facsimile transmission, by electronic transmission or by such other means as the Customer and the Bank agree upon from time to time. The Bank shall have a reasonable time to act on any notices received.

14. Termination.

Either the Bank or the Customer may close an Account and/or terminate a Service:

- (a) by giving the other party not less than thirty (30) calendar days' prior written notice of intent to close or terminate, or
- (b) immediately upon written notice to the other party in the event of: (i) a breach of the Account Terms, Account Documentation or Service Terms by the other party; (ii) the other party's inability to meet its debts as they become due, receivership, administration, liquidation, or voluntary or involuntary bankruptcy; or the institution of any proceeding therefor, any assignment for the benefit of the other party's creditors, or anything analogous to the foregoing in any applicable jurisdiction, or a determination in good faith by the terminating party that the financial or business condition of the other party has become impaired; (iii) a determination by the terminating party, in its sole opinion, that termination is necessary or required by applicable legal, tax or regulatory requirements, or as a result of a court or regulatory agency order or proceeding; or (iv) a good faith belief by the terminating party that the other party is engaged in activities that are inconsistent with the terminating party's policies, provided however, that any closure and/or termination will be effective only after the Bank has had reasonable time to act on such notice.

The Bank shall only be required to process requests or Instructions for transactions that the Bank reasonably estimates will be completed prior to the date of closure of the Account or termination of the relevant Service, but shall not be precluded from completing a request or Instruction received by it prior to the date of the closure or termination. Any such closing or termination shall not affect the Customer's liabilities to the Bank arising prior to, or on, such closing or termination, all of which shall continue in full force and effect. Notwithstanding anything to the contrary in any Service Terms, upon the closing of an Account, all Services linked to such Account are simultaneously terminated (unless otherwise specifically agreed to by the parties). In the absence of Instructions from the Customer on transfer of monies standing to the credit of an Account that is being terminated, the Bank may issue a cashier's check and send it to the address of the Customer on the Bank's record.

15. Account Disclosures.

15.1 Rejection of Funds; Reversal of Erroneous Postings.

- (a) The Bank may return or refuse to accept all or any part of a deposit or credit to an Account, at any time, and will not be liable to the Customer for doing so, even if such action causes outstanding Items to be dishonored and returned, or payment orders to be rejected.
- (b) The Bank may reverse any transactions posted to the Account if it determines such posting was made in error and that Customer was not entitled to the funds posted.

15.2 Withdrawal. The Bank may refuse to allow withdrawals from Accounts, may block or suspend an Account, or perform any other function in certain circumstances, including where: (i) there appears to be a dispute relating to an Account, including disputes regarding the persons authorized to issue Instructions; (ii) as required by applicable law, legal process affecting the Account, or order of any relevant government regulatory, judicial or tax authority, including a levy or restraining notice; (iii) the Account is being used as collateral to secure indebtedness to the Bank or its affiliates; (iv) documentation requested by the Bank has not been presented; or (v) the Customer fails to pay its indebtedness to the Bank or its affiliates when due.

15.3 Payable Branch; Deposits Outside of the U.S. Any amount standing to the credit of any Account with the Bank is payable exclusively at a branch in the country at which the Account is held; however, payment may be suspended from time to time in order to comply with any applicable law, governmental decree or similar order, in any jurisdiction, for the time period affecting the Bank, its officers, employees, affiliates, subsidiaries,

agents or correspondents. The Customer acknowledges that deposits held in a branch of the Bank located outside the United States are not payable in the United States and: (i) are not insured by the Federal Deposit Insurance Corporation or any other United States governmental agency; (ii) are subject to cross-border risks; and (iii) have a lesser preference as compared to deposits held in the United States in the event of a liquidation of the Bank.

- 15.4 Commissions and Rebates.** In connection with the provision of any Service by the Bank to the Customer, the Bank may from time to time receive commission, rebate or similar payments from other banks or third parties.

16. Governing Law and Procedure.

- 16.1 Governing Law.** The Account Terms, the relevant Account Documentation and the rights and obligations of the Customer and the Bank in respect of each Account shall be governed by and construed in accordance with the laws of the jurisdiction in which the branch holding the relevant Account is located.

- 16.2 Waiver of Jury Trial; Limitation of Claims.** The Customer and the Bank hereby knowingly, voluntarily and intentionally irrevocably waive, to the fullest extent permitted by applicable law, all right to, and will not seek, prejudgment interest and a trial by jury in any action, proceeding or counterclaim, of whatever type or nature, arising out of these Account Terms, the Account Documentation or the relationship established hereby. Any claim in connection with any Account or Service, unless a shorter period of time is expressly provided, must be brought against the Bank within two (2) years of the occurrence of the event giving rise to the claim.

- 16.3 Venue.** In relation to each Account, the courts of the country, state or province in which the branch or affiliate of the Bank at which the Account is held shall have exclusive jurisdiction to settle any disputes that arise out of or are connected with the Account Terms, the Account Documentation and/or the Account and the Customer agrees to submit to the jurisdiction of such courts and waive any objection to venue or their convenience as a forum. This section is for the benefit of the Bank only and does not prevent the Bank from taking proceedings in the courts of any other country, state or province with jurisdiction including, to the extent allowed by law, concurrently in any number of countries, states or provinces.

17. Miscellaneous.

- 17.1 Languages.** If the Account Terms, Account Documentation or Service Terms are translated into, or appear in a language other than English, the English language version shall control.

- 17.2 Successors and Assigns.** The Account Terms, Service Terms and Account Documentation will be binding on each of the parties' successors, assigns and transferees. The parties agree that neither party may assign or transfer any of its rights or obligations under the Account Terms, Service Terms or Account Documentation without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed; except that the Bank may assign or transfer the Account Terms, Service Terms and Account Documentation (a) to any affiliate or subsidiary of the Bank, or (b) in connection with a merger, reorganization or other restructuring involving the Bank or its business; upon notice to the Customer, and the Customer hereby consents to the same.

- 17.3 Order of Precedence.** Any terms of any supplement, amendment, agreement, Service Terms or notice that are inconsistent with a provision of the Account Terms or the Account Documentation shall supersede such provision of the Account Terms or the Account Documentation for purposes of the particular Account or Service that is the subject thereof. The Account Terms and Account Documentation supersede and replace any other account conditions previously sent to the Customer.

- 17.4 Interpretation.** Section and subsection headings are for convenience only and shall not affect the meaning of the Account Terms, the Service Terms and any Account Documentation. References to Schedules, Sections, Subsections and Clauses are to Schedules, Sections, Subsections and Clauses of the Account Terms, the Service Terms and any Account Documentation. Words in the singular import the plural and vice versa. If any provision of the Account Terms, the Service Terms and any Account Documentation shall be held to be illegal, invalid, or unenforceable the validity of the remaining portions of the Account Terms the Service Terms and any Account Documentation shall not be affected. The term "including" shall in all cases mean "including without limitation" unless otherwise indicated. The term "affiliates" shall mean with respect to any entity, an entity, whether directly or indirectly, that controls, is controlled by, or is under common control with that entity. The term "applicable laws" or similar terms shall mean any law, statute, order, decree, rule, injunction, license, consent, approval, agreement, guideline, circular or regulation of a government authority.

- 17.5 Compliance; Transaction Screening.** The Customer shall comply with all applicable laws and with the Bank's policies notified to the Customer. The Bank is required to act in accordance with Bank policies, the laws of various jurisdictions relating to the prevention of money laundering and the implementation of sanctions, including economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State. The Bank is not obligated to execute payment orders or effect any other transaction where a party to the transaction is a person or entity with whom the Bank is prohibited from doing business by any law applicable to the Bank, or in any case where compliance would, in the Bank's opinion, conflict with applicable law or market practice or its own policies and procedures. Where the Bank does not execute a payment order or effect a transaction for such reasons, the Bank may take any action required by any law applicable to the Bank including freezing or blocking funds. Transaction screening may result in delays in the posting of transactions and/or funds availability. The Bank may direct the Customer (a) to make changes to the activity in the Customer's Accounts, including to cease and desist from using the Accounts for particular types of transactions or for transactions involving particular parties from time to time, and (b) not to use the Accounts to send payments with certain characteristics. The Customer agrees to comply with such directions.

17.6 Amendments; Supplements; Waivers. All amendments must be in writing. The Account Terms may be amended or supplemented on notice to the Customer, including by terms contained in any Service Terms or Account Documentation. The Service Terms may be amended or supplemented on notice to the Customer. These amendments or supplements may impose restrictions on the Accounts and Services, as the Bank deems necessary in the course of its business, and will be effective on notice to the Customer or at such other time to be specified in the notice; provided that amendments or supplements that are required by law may be implemented immediately or as required by law. By signing an Account signature card, Account application or similar document or by using or continuing to use any of the Accounts or Services, the Customer agrees to the Account Terms, the Account Documentation, Service Terms and any amendments or supplements, as applicable.

The Bank may waive any of provision of these Account Terms, the Account Documentation or the Service Terms, but such waiver shall apply only on that occasion. Such waiver shall not constitute a waiver of any other provision of the Account Terms, the Account Documentation or the Service Terms. Any such waiver shall not affect the Bank's right to enforce any of its rights with respect to other customers or to enforce any of its rights with respect to later transactions with Customer and is not sufficient to modify the terms and conditions of the Account Terms, the Account Documentation or the Service Terms. The rights and remedies in the Account Terms, the Service Terms and any Account Documentation are cumulative and are not exclusive of any other rights or remedies provided by applicable law.

17.7 Waiver of Immunity. To the extent that the Customer has or hereafter may acquire any immunity (including sovereign, crown or similar immunity) for itself or its assets from jurisdiction of any court, suit or legal process (whether from service of notice, injunction, attachment, execution or enforcement of any judgment or otherwise), the Customer irrevocably waives and agrees not to claim such immunity against the Bank or its affiliates.

17.8 Internet Services; Notice of Claims. The Customer agrees at its sole expense: (i) to advise each of its employees, officers, agents or other persons accessing any Service by or on behalf of Customer ("Users") of their obligations under the Account Terms, Account Documentation or under any Service Terms or ancillary Service material, including the obligation to refrain from using the Service via the Internet in the countries identified by the Bank; and (ii) to provide the Bank with all information reasonably necessary to setup and provide Services for the Customer, including advising the Bank of the countries from which Users will access any Service via the Internet.

17.9 Recordings. To the extent permitted by applicable law, the Customer acknowledges that the Bank may record and monitor all electronic communications (e.g., telephone and email communication) for the purposes of ensuring compliance with the Bank's legal and regulatory obligations and the Bank's internal policies. The Customer shall notify and obtain their employee's consent to such recording and monitoring where required by applicable law.

17.10 Instructions. Instructions may be sent to the Bank using such means as the Bank may permit from time to time. All Instructions, whether Items, payment orders or otherwise, are subject to applicable laws, and rules, policies, operations and market practices of the applicable clearing or settlement systems or payment networks.

17.11 Electronic Copies. The Bank may retain copies (paper, electronic or otherwise) of any documents or Items relating to the Accounts and Services in a form preserving an image of any such documents or Items, including signatures, or a regular business record and discard the original documents or Items. The Customer hereby waives any objection to the use of such records in lieu of their paper equivalents for any purpose and in any forum, venue or jurisdiction, including objections arising from the Bank's role or acquiescence in the destruction of the originals.

17.12 Intellectual Property. All intellectual property rights in or relating to a Service, including any trademarks, service marks, logos, and trade names used in conjunction with a Service are the property of the Bank or its licensors and are protected by applicable copyright, patent, trademark and other intellectual property law. Except as provided herein, the Customer shall not reproduce, transmit, sell, display, distribute, establish any hyperlink to, provide access to, modify, or commercially exploit in whole or in part any part of a Service, without the prior written consent of the Bank. Further, Customer shall not make any public announcements (including interviews) or publish any promotional or marketing materials, publicity or press releases, customer listings, testimonials or advertising in relation to the Accounts or Services or the subject matter of these terms and conditions without obtaining the prior written approval of Bank.

17.13 Know Your Customer. To assist in the prevention of the funding of terrorism and money laundering activities, applicable law may require financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for the Customer: when the Customer opens an Account, the Bank may ask for the Customer's name, address, date of birth (for natural persons), and/or other information and documents that will allow the Bank to identify the Customer. The Bank may also request and obtain certain information from third parties regarding the Customer. For purposes of this provision, the Customer, to the extent required by applicable law, shall include any Authorized Person or signatory on an Account.

Information. To fulfill the Bank's "know your customer" responsibilities, the Bank will request information from the Customer from time to time, inter alia, regarding the Customer's organization, business, Third Parties and, to the extent applicable, Authorized Persons and beneficial owner(s) of the Customer, the Customer's customers, and their beneficial owners, including relevant natural or legal persons, and the Customer shall procure and furnish the same to the Bank in a timely manner. The Bank may also request further information and/or documentation in connection with the provision of the Accounts or Services. Any information and/or documentation furnished by the Customer is the sole responsibility of the Customer and the Bank is entitled to rely on the information and/or documentation without making any verification whatsoever (except for the authentication under the security procedures, as applicable). The Customer represents and warrants that all such information and/or documentation is true, correct and not misleading and shall advise the Bank promptly of any changes and, except as prohibited by applicable law, the Customer agrees to provide complete responses to the Bank's requests within the timeframes specified. The Customer will notify the Bank in writing if any Accounts or monies it holds or places with the Bank are subject to restrictions or otherwise held or received by the Customer in a capacity other than previously disclosed to the Bank, including monies being held for the benefit of third parties, whether as

fiduciary or otherwise, monies subject to encumbrances, monies received as intermediary, processor or payment service provider, or arising from undisclosed business or similar sources. The Bank may, at its sole discretion and subject to such further conditions as it may impose, including execution of further documentation in form and manner acceptable to the Bank, permit the holding of such Accounts or deposits or receipt of funds. Unless prohibited by applicable law, the Customer agrees to promptly disclose to the Bank activity in the Customer's Accounts that is suspicious or violates applicable laws or sanctions.

If the Customer fails to provide or consent to the provision of any information required by this Section, the Bank may close any Account or suspend or discontinue providing any Service without further notice.

17.14 Click-Thru and Electronic Signatures. The Bank may make Service Terms and Account Documentation available to the Customer via electronic means (including by posting on a Bank website or electronic signature platform). The Bank may request that an Authorized Person "click" or electronically sign to indicate the Customer's approval of such terms. The Customer agrees that the act of "clicking" its acceptance or applying its electronic signature (or any similar act which has the same effect) with respect to any such Service Terms or Account Documentation will be evidence of Customer's acceptance of such Service Terms and Account Documentation, to the same extent, and with the same force and effect, as if Customer had manually executed a written version of such Service Terms and Account Documentation.

18. Interpleader; Reimbursement.

18.1 Interpleader. The Bank may apply to an appropriate court for resolution of any dispute relating to the Customer's Accounts, including any dispute: (i) regarding the ownership of or entitlement to the funds; (ii) regarding the persons authorized to issue Instructions or act on behalf of the Customer; or (iii) by or amongst persons authorized to act or purportedly authorized to act on behalf of the Customer. If permitted by the court, the Bank may pay funds held by the Bank for the account of the Customer into the court pending resolution of such dispute.

18.2 Reimbursement. The Customer agrees to reimburse the Bank for any expenses, including its attorneys' fees and costs incurred in connection with the resolution of disputes (including interpleader proceedings) or in connection with the Bank's response to, any legal or regulatory process relating to an Account or the Services.

19. Provisional Recredit.

In connection with any dispute regarding an Account, the Bank may choose to credit the Account pending completion of the Bank's investigation of the dispute. If the Bank determines that the Customer is not entitled to such credit, then, the Bank may reverse the provisional recredit to the Account, even if that reversal results in an overdraft.

ADDENDUM TO ACCOUNT TERMS UNITED STATES OF AMERICA

V1.11_07_22_20

Accounts maintained by the Customer with the Bank are subject to the Bank's Account Terms. This addendum ("Addendum") amends or supplements the Account Terms with respect to Accounts maintained in the United States of America ("U.S.") and to Services provided in connection with such U.S. Accounts, regardless of the location where Services are provided. Capitalized terms used in this Addendum, and not otherwise defined, have the meanings set forth in the Account Terms. By using any Account maintained in the U.S., the Customer acknowledges receipt of, and agrees to be bound by, the Account Terms which includes this Addendum, each as may be amended or supplemented from time to time.

Section 2 of the Account Terms (Instructions; Security Procedures) is amended by adding the following provision:

- 2.3 The Customer represents and warrants to the Bank that the Customer has not requested funds transfer security procedures other than those expressly agreed by the Customer and the Bank.

Section 3 of the Account Terms (Deposits) is amended by adding the following provisions:

- 3.4 Verification; Adjustments. Receipts issued by the Bank for deposits are based solely on the amounts stated in the deposit ticket. Credits for Items received for deposit or collection (whether or not accompanied by a deposit ticket) are subject to verification and the Bank's receipt of final payment of deposited Items. The Bank may make adjustments to the Account for any errors appearing on deposit tickets or occurring during processing or otherwise, but the Bank has no obligation to do so for *de minimis* discrepancies.
- 3.5 Foreign Currency Items. The Bank may handle Items drawn on a non-U.S. bank or Items payable in a foreign currency on a collection basis, not for deposit, even if the Bank has received the Items in a deposit. The Customer may not receive provisional credit for such Items or, if provisional credit has been given, the Bank may revoke it. Credit for Items payable in a foreign currency will be converted into U.S. dollars at a foreign exchange rate and spread, and at such date and time, as the Bank determines in its discretion.
- 3.6 Endorsements. Endorsement must be placed on the back of Items only in the area within 1.5 inches from the trailing edge of the Item. The trailing edge of the Item is defined as the left-hand edge of the check looking at it from the front. If the Customer is authorized in writing to endorse Items on the Bank's behalf, the Customer agrees to comply with the endorsement standards of the Bank.
- 3.7 Encoding. If the Customer encodes information on an Item, the Customer warrants to the Bank and to all other collecting and paying banks of that Item that it is properly encoded and the Customer will be liable for losses related to encoding errors, including any loss due to delay in processing caused by an encoding error.
- 3.8 Return or Charge Back. The Customer should not use carrier documents (Items placed inside envelopes) in either high-speed forward or return cash letters. The Bank may charge the Account for Items returned unpaid to the Bank or for claims based on asserted unauthorized signatures, endorsements or alterations.
- 3.9 Collections. The Customer agrees that the Bank may collect any Item deposited to Customer's Account by electronic means. The Bank has no duty to inspect such Item during the deposit and collection process.
- 3.10 Variance. The Bank may agree with other banks and clearing houses to vary procedures regarding the collection or return of Items, and to vary applicable deadlines, to the maximum extent permitted by applicable laws, and rules, policies, operations and practices of the applicable clearing or settlement systems or payment networks (collectively "Rules & Regulations").
- 3.11 Substitute Checks. The Customer will not deposit any substitute checks (that are not returned Items) unless the Bank expressly agrees to accept such Items for deposit. In the absence of the Bank's express agreement, the Customer will be solely responsible for any loss or claim in connection with its use of substitute checks.
- 3.12 Night Depository Deposits. The Bank is not liable for any deposit made through the use of the Bank's night depositories until the Bank issues a written acknowledgement of the deposit. The Bank's count of the amount deposited in a night depository will be conclusive. The Customer is solely responsible for any loss that may be incurred before the Bank verifies the contents of the deposit.
- 3.13 Remotely Created Checks. If the Customer deposits a remotely created check ("RCC"), as such term is defined in Federal Reserve Regulation CC, the Customer warrants to the Bank, with respect to each RCC, that the person on whose account the RCC is drawn, authorized the issuance of such RCC in the amount and to the payee stated on the RCC. The Customer authorizes the Bank to debit the Customer's account for any claim or return based upon an unauthorized RCC and the Customer agrees to indemnify and hold the Bank harmless from and against any claims, liabilities, costs and expenses (including attorneys' fees) resulting directly or indirectly from any breach of the foregoing warranty.
- 3.14 Electronically-Created Items. The Customer should not deposit electronically-created items ("ECIs") to its account, as such term is defined in Federal Reserve Regulation CC. ECIs are included in the definition of an Item. If the Customer does deposit an ECI, the Customer authorizes the Bank to debit the Customer's account for any claim, return or adjustment related to the ECI, and the Customer agrees to indemnify and

hold the Bank harmless from and against any claims, liabilities, costs and expenses (including attorneys' fees) resulting directly or indirectly from the Customer's deposit of the ECI.

- 3.15 ATM Cards. The Bank may issue one or more automated teller machine ("ATM") cards ("Cards") and personal identification numbers ("PINs") to Customer's employees or agents for use in initiating certain Account transactions at Bank owned ATMs. Unless otherwise agreed by Bank, Customer agrees that Cards will be used only at ATMs owned by the Bank and Customer shall be liable for any transactions and fees resulting from the use of such Cards. The Customer agrees that the types of transactions offered through the use of any Card may be limited by the Bank, in its sole discretion. The Bank may cancel any Card at any time and for any reason, and will notify Customer of such cancellation. The Customer agrees to obtain possession of and return to the Bank or destroy all cancelled Cards. If the Customer believes a Card or PIN has been lost or stolen, the Customer shall immediately contact the Bank's ATM call center. All ATM transactions are subject to verification. Any deposit transaction through an ATM that is not made on a business day or made after the Bank's designated cut-off time will be processed on the Bank's next business day.
- 3.16 Internet Gambling. The Customer agrees not to conduct any transactions through the Account that are directly or indirectly related to unlawful Internet gambling, including the acceptance or receipt of any funds or deposits in connection therewith. The term "unlawful Internet gambling," as used in this section, shall have its meaning set forth in 12 C.F.R. Section 233.2(bb).

Section 4 of the Account Terms (Payment of Items) is hereby amended by adding the following provisions:

- 4.5 Cashing Items. The Bank may, in its discretion, cash Items drawn on an Account when presented by the holder. If a holder who is not a deposit customer of the Bank presents an Item drawn on the Account for cash, the Bank may refuse to cash the Item, or may charge the holder a fee for cashing the Item.
- 4.6 Signatures. If the Customer establishes an Account which purports to: (i) require two or more signatures on Items drawn on the Account, or (ii) limits the amount for which an Item can be issued, the Customer acknowledges that any such requirements are solely for the Customer's own internal control purposes. The Customer agrees that, provided that the Bank follows its usual and customary procedures for processing and paying Items, the Bank will not be liable for paying any Item (a) lacking the required number of signatures, or (b) in an amount exceeding the applicable limit.
- 4.7 Fraudulent Items. The Bank provides Services to which the Customer may subscribe, such as Positive Pay and Reverse Positive Pay, which are reasonably designed to prevent payment of unauthorized or altered Items. Customer agrees that failure to use such Services will constitute Customer negligence contributing to the making of an unauthorized signature or the alteration of an Item, and the Customer will assume the risk that Items paid against its Account may be unauthorized or altered. In that event, the Customer will be precluded from asserting any claims against the Bank for paying any unauthorized, altered, counterfeit or other fraudulent Items. The Bank shall not be required to re-credit Customer's Account or otherwise have any liability for paying such Items to the extent such Services would likely have prevented such loss.
- 4.8 Obscured Endorsements. The Customer assumes responsibility for losses that the Customer or the Bank may incur as the result of processing delays caused by the Customer's: (i) issuance of an Item in such a manner that information, marks or bands on the back of the Item obscure endorsements; or (ii) placement of an endorsement on the back of the Item which obscures other endorsements.
- 4.9 Negotiation Outside of U.S. If an Item is transferred or negotiated outside of the U.S. and is subsequently sent to the Bank for deposit, collection or payment in the U.S., the Customer shall be deemed to make, to the Bank, the transfer and presentment warranties under the Rules & Regulations, as if such Item were negotiated or otherwise transferred in the U.S.
- 4.10 Stop Payments. A stop payment Instruction from the Customer will be effective with respect to an Item if: (i) the Bank has a reasonable opportunity to act on such Instruction prior to its payment or encashment, which shall be at least one (1) full Business Day following the Business Day on which the Bank received the Instruction; and (ii) the Instruction is in the form required by the Bank, the information is complete and is delivered to the location designated by the Bank. For purposes of this Section, "Business Day" means a day on which the Bank is generally open for business in the jurisdiction where the Account is maintained. Stop payment Instructions, unless otherwise provided, will be valid for one (1) year and will automatically renew up to six (6) additional years unless the Bank receives Customer's revocation of a stop payment Instruction. The Customer may request, through the Bank's call center or other authorized representative, a non-renewable stop payment, which will be effective for a 180-day period. The Bank shall not be liable for any Item properly paid or cashed prior to the effective time of a stop payment request. The Customer acknowledges that a stop payment instruction does not limit or vary its obligation to pay the subject Item and, notwithstanding a stop payment instruction, the Bank may properly pay such an item to a person entitled to enforce it.

- 4.11 Standard of Care. Any Item issued by the Customer drawn on its Account shall be deemed to be endorsed in the name of the payee if: the Item is endorsed or deposited into an account in a name that is substantially similar to that of the payee; the payee is a fictitious person; the Customer was wrongfully or erroneously induced to issue the Item payable to the stated payee; the deposit of the item was accomplished by an employee entrusted with responsibility for the Item or person working in concert with such an employee; or the Customer or payee failed to act with ordinary care with respect to the Item. The Bank shall not be liable for any loss caused by the alteration or unauthorized signature or endorsement on any Item issued by the Customer, unless the Customer establishes that the Bank failed to handle the Item with ordinary care, and that such failure substantially contributed to the loss. If the Bank's failure to act with ordinary care substantially contributed to the loss on the item, the loss shall be allocated between the Customer and the Bank based upon the extent to which their respective failures to exercise ordinary care contributed to the loss. The Bank may process any Item by electronic means and is not required to inspect the Item paid by automated payment processing.

Section 5 of the Account Terms (Funds Transfer Instructions) is amended by adding the following provisions:

5.4 Foreign Exchange.

...

(d) If the Bank accepts a funds transfer Instruction issued in the Customer's name for payment from its Account in the Account Currency to a beneficiary account the Bank determines is a Non Account Currency account, the Bank is authorized in its discretion to enter into a foreign exchange transaction to convert the Account Currency funds into an amount of the relevant Non-Account Currency of such beneficiary account and complete the funds transfer as provided in Section 5.4(a) above.

- 5.6 Funds Transfer by Check. If the Customer, through the Bank's funds transfer services, requests that payment be made by check, the Customer authorizes the Bank to debit the Customer's Account on receipt of the Instruction and to issue a check as agent for the Customer in accordance with the Instruction. If the Customer requests the Bank to place a stop payment on the check before the check has been presented for payment, such request must be clearly identified as a stop payment request, including the reference number given for the transaction, and it must be received by the Bank at a time and in a manner designated by the Bank from time to time. If the check is not presented for payment within one hundred eighty (180) days after issuance, the Bank may place a stop payment on the check and transfer the funds back to the Account.

- 5.7 Credit Entries Received Through Automated Clearing House (ACH) System. Credit given by the Bank to the Customer for an ACH credit entry shall be provisional, until the Bank receives final payment. If the Bank does not receive final payment, the Bank may revoke the provisional credit and charge back the amount of the entry to the Account, or obtain a refund from the Customer, in which case the originator of the credit entry shall not be deemed to have paid the Customer the amount of such entry. The Bank shall not be obligated to notify the Customer of the receipt of a payment order or ACH entry for credit or debit to an Account.

- 5.8 Same Day Amend and Cancel. The Customer may subscribe to a service to enable same day amendment and cancellation of payment orders. All cancellation or amendment messages sent to the Bank shall be in the format specified by the Bank and must be received by the Bank no later than such time as may be established by the Bank upon notice to the Customer.

- 5.9 Priority/Timed. The Bank will determine the order in which it processes payment orders. If the Customer's payment order bears the codeword "PRIORITY" in such field as the Bank specifies, the Bank will use reasonable efforts to execute such payment order in advance of the Customer's standard payment orders. If the Customer's payment order bears the codeword "TIMED" in such field as the Bank specifies, the Bank will endeavor, but will have no obligation, to process the payment order by the time requested by the Customer within the payment order. For "TIMED" payment orders, funds in the Customer's Account are reserved by the Bank on the payment value date until processed. For the avoidance of doubt, all payment orders are subject to the Bank's acceptance, and the Bank will have no liability for failure to process payments by the time requested by the Customer.

- 5.10 Real Time Payments. Payments received through the Real Time Payment System operated by The Clearing House Payments Company LLC ("RTP System") will be processed pursuant to the RTP Operating Rules and any other applicable Rules & Regulations, to which the Customer agrees to be bound. If the Customer receives a payment through the RTP System on behalf of another person or entity, such other person or entity must be a resident of, or otherwise domiciled in the United States. In the further transmission of any such payments, the Customer agrees to comply with all applicable US laws and regulations, including, without limitation, those administered by the US Office of Foreign Assets Control.

- 5.11 Messaging Standards. To the extent there is any inconsistency between a fund transfer financial messaging standard and the governing law set forth in Section 16.1, the governing law set forth in Section 16.1 will govern.

Section 6 of the Account Terms (Interest; Fees; Taxes) is amended by adding the following provisions:

- 6.4 Earnings Credit Account Analysis. The Customer may instruct the Bank to calculate and apply a credit (the "Earnings Credit") on eligible Accounts by calculating an earnings credit rate (the "ECR") to balances held in an Account (the "ECR Balance"). The ECR and ECR Balance are set out in the Account Statements. The Bank, in its sole discretion, may establish a threshold on the ECR Balance (the "Threshold") and apply (a) ECR to the portion of the ECR Balance that is below the Threshold and (b) interest to the portion of the ECR Balance that is above the Threshold. The Earnings Credit calculated for each billing period will be applied by the Bank as an offset (the "ECR Application") against Fees actually incurred by the Customer during the same billing period for the use of certain of the Bank's products or services. Fees eligible

for the ECR Application shall be determined by the Bank in its sole discretion. Any excess Earnings Credit remaining after the ECR Application expires immediately and will not be carried forward or backward in relation to the billing period in which the Fees are charged. If the Earnings Credit is insufficient to offset all Fees, the Customer remains responsible for paying all remaining Fees.

Section 7 of the Account Terms (Account Statements) is amended by adding the following provisions:

- 7.2 Images Sufficient. The Customer acknowledges that Account Statements and images of paid Items are available to it and are sufficient to allow it to make all examinations and reports of Account activity including errors, as required in this Section. The Bank is not required to return paid or cancelled Items with the Account Statement.
- 7.3 Obligation to Inspect. The Customer must notify the Bank in writing, within a reasonable period of time not to exceed 60 calendar days of the date of an Account Statement, of (i) the failure to receive the Account Statement, or (ii) any errors, unauthorized payments, charges, alterations, discrepancies or irregularities reported on the Account Statement ("Errors"). The Customer must notify the Bank in writing of any unauthorized, improper, or missing endorsements within six (6) months after the date of the Account Statement on which the Item was reported to have been paid. The Customer must provide the Bank with all information necessary for the Bank to investigate any claim based upon an endorsement or Error, and must provide all supporting evidence that the Bank requests. Failure to comply with the time frames set forth above shall be deemed conclusive proof that the Customer failed to exercise reasonable care and promptness in examining Account Statements and paid Items or identifying Errors and that such failure may cause subsequent loss to the Bank. If the Customer fails to comply with the notice requirements set forth above, the Bank is not required to reimburse the Customer for the Customer's claimed loss and the Customer shall be barred from bringing any action against the Bank.
- 7.4 Inactive Accounts. If an Account has no activity other than charges assessed or interest credited by the Bank for a period of six (6) or more months, the Bank is not required to provide an Account statement until additional activity occurs in the Account. If an Account has no activity other than charges assessed or interest credited by the Bank for a period of twelve (12) or more months, the Customer may be unable to access the Account until the Customer contacts the Bank.
- 7.5 Advice Services. The Customer may subscribe to Bank services for the delivery of account-related information ("Advices") to a party designated by the Customer, including information relating to credits and debits to a Customer account, and the return or rejection of certain payments. Advices may be sent via SWIFT, electronic mail, facsimile transmission, ordinary mail, telephone, through internet sites, or as otherwise agreed by the parties. The Customer is responsible for maintaining the accuracy of the information that is required for delivery of Advices, including the address, telephone and/or facsimile number of the recipient and, if applicable, the messaging components and conditions that will trigger the transmission of the Advices.

Section 10 of the Account Terms (Agents; Information) is amended by replacing Section 10.3 with the following provision:

- 10.3 Offshoring. Certain services may be performed by Bank or any affiliate, including affiliates, branches or units located in any country in which Bank conducts business or has a service provider. The Customer authorizes Bank to transfer Customer information to such affiliates, branches or units at such locations as the Bank deems appropriate. Bank reserves the right to store, access, or view data in locations it deems appropriate for the services provided.

Section 15 of the Account Terms (Account Disclosures) is amended by adding the following provisions:

- 15.5 Withdrawal Limitations on Certain Account Types. U.S. federal regulations limit the number of pre-authorized or automatic transfers or withdrawals or telephonic/electronic instructions (including check, draft, debit card or similar order payable to third parties) that can be made from a savings account (including a savings sub-account (as described below) and a money market deposit account) to a total of six (6) per calendar month or statement cycle or similar period. The Customer agrees to comply at all times with such restrictions. Exceeding these withdrawal limits may result in the Bank converting the savings account into a non-interest bearing demand deposit account, with any attendant changes in pricing and account terms and conditions. Further, the Bank is required by U.S. law to reserve the right to require at least seven (7) days' notice prior to a withdrawal from a savings account (including a savings sub-account) or an interest-bearing negotiable order of withdrawal account ("NOW Account").
- 15.6 NOW Accounts. The Customer, if eligible, may open a NOW Account. There is no limit on the number of withdrawals that the Customer may make from the demand deposit or NOW sub-account.
- 15.7 Administrative Subaccounts. The Bank is authorized, for regulatory reporting and internal accounting purposes, to divide an Account: (i) in the case of a demand deposit checking Account, into a non-interest bearing demand deposit sub-account and a non-interest bearing savings sub-account; (ii) in the case of a NOW Account, into an interest bearing NOW sub-account and an interest bearing savings sub-account, and, in both cases, to transfer funds on a daily basis between these sub-accounts in accordance with U.S. law at no cost to the Customer. The Bank will record the sub-accounts and any transfers between them on the Bank's books and records only. The sub-accounts and any transfers between them will not affect the Account number, balance requirement or use of the Account, except as described herein.
- 15.8 Savings Subaccounts. The Bank will establish a target balance for the Customer's demand deposit or NOW sub-account, which it may change at any time. To the extent funds in the demand deposit or NOW sub-account exceed the target balance, the excess will be transferred to the Customer's savings sub-account, unless the maximum number of transfers from the savings sub-account for that calendar month or statement cycle have already occurred. If withdrawals from the demand deposit or NOW sub-account exceed the available balance in the demand deposit or NOW sub-account, funds from the Customer's savings sub-account will be transferred to the demand deposit or NOW sub-account up to the entire balance of available funds in the savings sub-account to cover the shortfall and to replenish any target balance

that the Bank has established for the demand deposit or NOW sub-account. If a sixth transfer is needed during a calendar month or statement cycle, it will be for the entire balance in the Customer's savings sub-account, and such funds will remain in the demand deposit or NOW sub-account for the remainder of the calendar month or statement cycle.

- 15.9 Branch Designation. The Bank, for its administrative purposes may designate a branch of the Bank as the branch of record of an Account which may be different from the branch at which the Account is opened. This designation requires no action on the part of the Customer and will not change the Bank's operations, Services or customer support.
- 15.10 No Fiduciary Relationship. Bank's relationship with Customer concerning the Accounts is that of a debtor and creditor. No fiduciary, quasi-fiduciary or other special relationship exists between Bank and Customer or any third parties regarding the Accounts.

Section 16 of the Account Terms (Governing Law) is amended by replacing Section 16.1 with the following provision:

- 16.1 Except as otherwise agreed in writing by the Bank and the Customer, the rights and obligations of the Customer and the Bank in respect of each Account maintained in the U.S. shall be governed by and construed in accordance with the laws of the State of New York (without regard to its conflict of laws rules). Each of the Customer and the Bank irrevocably and unconditionally submits to the exclusive jurisdiction and venue of any State or Federal court sitting in the City of New York, New York over any action, suit, proceeding, claim or controversy arising out of or relating to the Account Terms which includes this Addendum. The rights and remedies of the Bank under this Addendum, the Account Terms, the Account Documentation, the Service Terms, and any other agreement by the Customer in favor of the Bank are in addition to the rights and remedies of the Bank under applicable law (as provided above in this Section), are cumulative and may be exercised successively or concurrently, and are retained by the Bank.

Section 16 of the Account Terms (Governing Law) is amended by adding the following provision:

- 16.4 In the event the Bank is required to remit funds to any state as abandoned property, the Account may be charged for fees in remitting funds to that state. In addition, the Bank may charge fees in connection with its handling of dormant funds and accounts.

Section 17 of the Account Terms (Miscellaneous) is amended by adding the following provisions:

- 17.15 When the Customer provides the Bank any information requested by the Bank under its "Know Your Customer" or Anti-Money Laundering or other compliance policies pertaining to any natural or other persons, the Customer represents and warrants to the Bank that the Customer has obtained that person's consent that the Bank may make continued use of that person's information in order for the Bank to discharge any of its responsibilities in connection with "Know Your Customer" or Anti-Money Laundering, or other compliance purposes.
- 17.16 Beneficial Ownership. Customer agrees to adhere to the FinCEN Customer Due Diligence final rule which requires certain entities to provide and certify beneficial ownership information to the Bank at 10% and provide information on a controller when opening a new USD account. The Bank is required to collect and validate certain information (e.g. Name, Address, DOB, SSN or Passport # for non US individuals) for new accounts impacted by the rule. If an entity is exempt from rule, the Bank may require documentation to support the exemption.
- 17.17 Payable Through Accounts. If the Customer is a bank or financial institution and is not organized under the laws of the U.S., it shall not permit its customers to conduct banking transactions in the U.S. through the Customer's Account, and shall not provide its customers with check stock, drafts, wire transfer capabilities or any other means which would enable its customers to draw on the Customer's Account. These types of arrangements are typically called "payable through accounts" and are prohibited under these Account Terms. The Customer acknowledges that the sale of U.S. dollar checks or drafts to third parties is prohibited without the express written approval of the Bank.
- 17.18 No Advice. The Customer acknowledges and agrees that the Bank has not provided and will not provide any investment, tax or accounting advice or recommendation in relation to the Accounts or any investments made under any Service.
- 17.19 ERISA Status. The Customer will notify the Bank in writing, reasonably in advance of the Account opening, if any Accounts or monies it holds or places with the Bank are subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), together with all the rules promulgated thereunder, or Section 4975 of the Internal Revenue Code, together with all the rules promulgated thereunder. The Bank may, in its sole discretion and subject to such further conditions as it may impose, including, without limitation, execution of further documentation in form and manner acceptable to the Bank, permit the holding of such Accounts or deposits or receipt of funds.
- 17.20 Additional Representation for ERISA Benefit Plans.
(i) If the Customer is or represents a "benefit plan," as defined in Section 3(42) of ERISA, and U.S. Department of Labor Regulations Section 2510.3-101, as modified by Section 3(42) of ERISA (together, the "Plan Asset Rules" and each such benefit plan investor, a "Benefit Plan"), or is acting on behalf of one or more Benefit Plans, the Customer represents and warrants that:
- (1) the Bank has not or will not provide advice with respect to the services obtained by the Benefit Plan.
 - (2) the Benefit Plan fiduciary (the "Plan Fiduciary") is independent of the Bank, and is not an individual acting for his or her own Individual Retirement Account, and such Plan Fiduciary is either (a) a bank as defined in Section 202 of the Investment Advisers Act of 1940 (the "Advisers Act"), or similar institution that is regulated and supervised and subject to periodic examination by a State or Federal agency; (b) an insurance carrier which is qualified under the laws of more than one state to perform the services of managing, acquiring or disposing of assets of a Benefit Plan; (c) an investment adviser registered under the Advisers Act or, if not registered as

an investment adviser under the Advisers Act by reason of paragraph (a)(1) of Section 203A of the Advisers Act, is registered as an investment adviser under the laws of the state in which it maintains its principal office and place of business; (d) a broker-dealer registered under the Securities Exchange Act of 1934, as amended; or (e) has, and will at all times have, total assets of at least U.S. \$50,000,000 under its management or control;

- (3) the Plan Fiduciary is capable of evaluating investment risks independently, both in general and with respect to the Accounts and Services;
- (4) the Plan Fiduciary is a "fiduciary" with respect to the Benefit Plan within the meaning of Section 3(21) of ERISA, Section 4975 of the Code, or both, and is responsible for exercising independent judgment in evaluating the receipt of Services by the Benefit Plan;
- (5) the Bank has not exercised any authority to cause the Benefit Plan to agree to these Account Terms; and
- (6) the Plan Fiduciary has been informed (a) that the Bank is not undertaking to provide impartial investment advice or to give advice in a fiduciary capacity in connection with the Services; and (b) of the existence and nature of the financial interests of the Bank, as disclosed in the Account Terms and Service Terms.

(ii) The representations and covenants in the above clauses are intended to comply with the U.S. Department of Labor's Reg. Sections 29 C.F.R. 2510.3-21(a) and (c)(1) as promulgated on April 8, 2016 (81 Fed. Reg. 20,997). If these regulations are revoked or repealed, these representations shall be deemed no longer in effect.

17.21 FDIC Part 370 Disclosure. If the Customer's Account is eligible for "pass through" deposit insurance from the Federal Deposit Insurance Corporation (the "FDIC") as set forth in the Federal Deposit Insurance Act and 12 CFR § 330, then the Customer acknowledges and agrees that if the Bank becomes insolvent or enters into receivership (hereinafter a "Bank Receivership"), the Customer will: (a) cooperate fully with the Bank and the FDIC in connection with determining the insured status of funds in each Account, and (b) provide the FDIC with the information that identifies each beneficial owner and its interest in the funds in each such Account within 24 hours of the Bank Receivership, unless it falls within one of the enumerated exceptions in 12 CFR 370.5(b). The information described in (b) must be sent to the Bank in the format specified by the FDIC (see: www.fdic.gov/regulations/resources/recordkeeping/index.html). The Bank shall provide the Customer an opportunity to validate its capability to deliver the information described in (b) in the format specified by the FDIC so that a timely calculation of deposit insurance coverage for the Account can be completed.

The Customer further acknowledges and agrees that following a Bank Receivership: (i) a hold will be placed on each Account once a receiver of the Bank is appointed so that the FDIC can conduct the deposit insurance determination and such hold will not be released until the FDIC obtains the necessary data to enable the FDIC to calculate the deposit insurance coverage for each Account; (ii) its failure to provide the necessary data to the FDIC may result in a delay in receipt of insured funds and legal claims against the Customer from the beneficial owners of the funds in the applicable Account; and (iii) failure to provide the data the FDIC requires may result in the applicable Account being frozen until the information is received, delaying receipt of FDIC insurance proceeds.

Notwithstanding other provisions in this Agreement, this section survives after the FDIC is appointed as the Bank's receiver, and the FDIC is considered a third party beneficiary of this section.

AVAILABILITY POLICY - FOR ACCOUNTS MAINTAINED IN THE U.S.

The Bank's policy is to make funds available to the Customer on the same, next or second business day after the day of deposit depending on the type of deposit and when the deposit is made as described below. If the Customer will need the funds from a deposit immediately, the Customer should ask the Bank when the funds will be available.

A. Determining the Day of a Deposit. If a deposit is made to an account on a business day before the Bank's cutoff time established for that location (which will be no earlier than 2 p.m. local time), then the Bank will consider that day to be the day of deposit. However, if a deposit is made after the cutoff time or on a day that is not a business day, then the Bank will consider the deposit to have been made no later than the next business day. For determining the availability of deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. Availability with respect to any deposit will be determined by the location of the banking center or other facility where the deposit was received. For deposits made at the Bank's automated teller machines (ATMs) the cutoff time is 11 p.m. Eastern Time unless otherwise noted on the ATM screen.

B. Same Day Availability. Funds from the following deposits made at a banking center or at an ATM that do not require deposit envelopes will be available on the business day the Bank determines the deposit is made:

- Cash;
- Wire transfers; and
- Electronic direct deposits to an account.

C. Next Day Availability. Funds from the following deposits are available on the first business day after the business day the Bank determines the deposit is made:

- U.S. Treasury checks that are payable to the Customer;
- Checks drawn on a Bank affiliate that holds the applicable account (excluding a Controlled Disbursement site); and
- At least, the first \$225 from a day's total deposits.

If the deposit is made in person to a Bank employee, funds from the following deposits are also available on the first business day after the business day the Bank determines the deposit is made:

- State and local government checks that are payable to the Customer, if a special deposit slip, available upon request at any Bank banking center is used;
- Cashier's, certified, and teller's checks that are payable to the Customer, if a special deposit slip, available upon request at any Bank banking center, is used; and
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to the Customer.

If a special deposit slip is not used, availability of funds from these deposits will follow the schedule identified in the Availability of Other Check Deposits section below.

D. Availability of Other Check Deposits. Generally, funds from all other deposits of checks drawn on banks (as defined in Federal Reserve Regulation CC) will be available no later than the second business day after the day of deposit. Checks that require special handling may receive delayed availability. The amount of funds available to the Customer will be reduced by the amount of any deposited check that is returned unpaid. If the Bank reprocesses the check, the funds will become available no later than the second business day after the business day in which the check is reprocessed.

E. Longer Delays May Apply. In some cases the Bank may not make all of the funds that are deposited by check available. Depending on the type of check deposited, funds may not be available as set forth above. However, the first \$225 of the aggregate deposit will be available on the first business day after the day of deposit.

If the Bank is not going to make all of the funds from a deposit available at the times shown above, it will notify the Customer and specify when the funds will be available. If a deposit is not made directly to a Bank employee, or if the Bank decides to take this action after the Customer has left the premises, the Bank will mail or otherwise send the notice to the Customer by the business day after the day of deposit.

Funds deposited by check may be delayed for a longer period under the following circumstances:

- The Bank believes a deposited check will not be paid;
- Deposited checks for all of the Customer's accounts total more than \$5,525 in any one day;
- The Customer redeposited a check that has been returned unpaid;
- The Customer has overdrawn one or more of its accounts repeatedly in the last six months; or
- There is an emergency, such as failure of communications or computer equipment.

In such circumstances, funds will generally be available no later than the seventh business day after the day of deposit. Inclement weather or transportation problems may lead to additional delays under certain availability schedules. Customer may have specific availability schedules related to a banking service.

F. Special Rules for New Accounts. If the account is a new account, the following special rules may apply during the first thirty days the account is open:

- Funds from deposits of the first \$5,525 of that day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks payable to the Customer will be available on the first business day after the day of deposit. The excess over \$5,525 will be available no later than the ninth business day after the day of deposit. If the deposit of checks (other than U.S. Treasury checks) is not made in person to one of the Bank's employees, the first \$5,525 may not be made available until the second business day after the day of deposit; and
- Funds from all other check deposits will be made available no later than the fifteenth business day after the day of deposit.

G. Large Dollar Deposits. The U.S. Federal Reserve Banks will not forward process any Item over \$99,999,999.99 and considers such Items as "non-cash items." Such Items should not be deposited in the Account. If Customer does deposit such an Item, the Bank may refuse to process such Item or handle it as a collection Item. If handled as a collection Item, Customer credit and availability will be deferred accordingly.

This Availability Policy and availability schedules may be changed without notice.

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JPMorgan Chase Bank, N.A. Member FDIC.



Staff Report 100-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/12/2021
7/19/2021

SUBJECT Contract with Selectron Technologies to Upgrade Utility Billing Payment and Building Permit Inspection Portals to Cloud-Hosted Platform

Key Points

- The City currently uses an older version of Selectron's software by which customers review and pay their utility bills online and via phone. The software is also used by Community and Economic Development permit customers to schedule building inspections and view results online and by phone through Interactive Voice Response (IVR).
- Upgrading to Selectron's cloud-hosted portal includes several improvements and new features, including: Improved credit card payment security; Customer managed profile for managing payment information; Bill and Payment history; and customers being able to manage multiple utility accounts under a single profile for easier payments across multiple properties.
- Selectron's cloud-hosted portal provides full Interactive Voice Response (IVR) capabilities so customers can check their utility balance or permit inspection information, view bill and payment history, or make payments via phone.
- In addition, upgrading to Selectron's Outbound Calling feature will allow Utility Customer Service to make automated phone calls to residents regarding boil water notices, impending service shut off, or past due accounts.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Present Situation

The City implemented the current generation of the Selectron software in 2007. The system is outdated and is not efficient for our customers or staff. Although the system works, it lacks many of the modern features and the user experience that you would find in today's e-commerce sites. For our customers to initiate or change credit card recurring payments, they must contact City staff

for manual setup. There is no modern username/password capability, so customers must rely on outdated techniques to login to the system.

The Selectron upgrade will allow our customers to establish and maintain their own user accounts for accessing City Utility and building permit inspection information. This will allow our customers to setup and maintain how they pay for City services – a capability that customers have repeatedly requested. Not only will the upgrade provide many efficiencies, it will also enhance security for sensitive credit card information. In addition to Utility payments and Permits, the Selectron platform has the potential to be used in the future as a common portal for making payments to other systems that allow payment integrations.

Advantage(s)

The upgraded web experience will allow utility customers to:

- View balances, billing dates and billing amounts
- Make credit card and e-Check payments
- Manage multiple utility accounts
- Set up stored payment methods, i.e., credit card or direct deposit
- Establish recurring payments and schedule future payments
- Review consumption and usage history
- Update user profile and change passwords

The upgrade will allow permitting customers to:

- Access inspection results
- Manage inspections
- Make credit card and e-Check payments
- Include messages for contractor
- Allows IVR post inspection and correction codes
- Includes 24-month inspection results history
- Access to plan review status
- Receive confirmations and access messages from the inspector

The upgrade provides a multi-channel outbound communication platform capable of sending voice, text and email messages to customers. These can include emergency boil water notifications, outbound campaigns, bill delinquency, shutoff notification and expiring permit notification.

Disadvantage(s)

None.

Budget Impact

Approval of the ordinance would authorize the City Manager or his designee to sign a Services and Hosting Agreement with Selectron for \$1 million over 5 years. The first year, which includes implementation costs, is \$280,000. The on-going cost for the new cloud-hosted portal is \$180,000 per year

The funds for this project are currently budgeted in the 2021-2022 Water Utility Fund, Building Inspection Fund, and the General Fund.

Prior Council Review

Approved decision package within the City's 2021-2022 Biennial Budget.

Action Requested

On Monday, July 12, 2021, approve ordinance on first reading, setting date of second reading and public hearing for Monday, July 19, 2021.

Patrick Gilbride, IT Director, 360-487-7650

ATTACHMENTS:

- ▣ Ordinance
- ▣ Master Services and Hosting Agreement with Selectron

07/12/21
07/19/21

ORDINANCE M - _____

AN ORDINANCE authorizing the City Manager or designee to execute an Agreement with Selectron Technologies, Inc., an Oregon corporation (hereinafter “Contractor”), for the provision of software and materials, identified more particularly in the Agreement (collectively “Licensed Software”) for the benefit of providing the City of Vancouver, Washington (“City”) with upgraded utility billing and building permit payment portals; requiring Terms that such Agreement be for an initial term of five (5) years with successive one (1) year terms thereafter until terminated by either of the parties; providing for severability; and setting an effective date.

WHEREAS, the City implemented an earlier edition of Contractor’s software in 2007 and has found that such software has satisfactorily served the needs of the City and its customers; and

WHEREAS, the City’s current Selectron system is now outdated and no longer efficient for City customers or staff. Although the system works, it lacks many of the modern features found in today’s e-commerce sites; and

WHEREAS, upgrading to Selectron’s Licensed Software will provide the City and its customers access to a cloud-hosted portal offering several improvements including: increased credit card payment security; customer managed profile for managing payment information; bill and payment history; and customers being able to manage multiple utility accounts under a single profile for easier payments across multiple properties; and

ORDINANCE - 1

Does not require codification

WHEREAS, City staff and the Contractor have negotiated a tentative Agreement containing mutually agreeable terms including payments in a not to exceed amount of one million dollars (\$1,000,000.00) for access to Licensed Software over an initial term of five (5) years, and thereafter, fee increases that are limited to the change in the Consumer Price Index for the Seattle-Tacoma-Bremerton area; and

WHEREAS, upon execution of an Ordinance, the City Council has the authority to approve contracts involving the payment of money with a duration of more than five (5) years pursuant to City Charter Section 11.05; and

WHEREAS, the City wishes to obtain Contractor's Services pursuant to appropriate terms so as to obtain the benefits of the Selectron Licensed Software.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Approval. The City Manager or designee is hereby authorized to execute an Agreement with Contractor for provision of Licensed Software to provide the City with the benefits of upgraded utility billing and building permit payment portals.

Section 2. Terms. The initial term of such Agreement shall be for five (5) years, with successive one (1) year terms thereafter until terminated by either of the parties pursuant to the terms of the Agreement.

Section 3. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the

ORDINANCE - 2

Does not require codification

provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 4. Effective Date. This ordinance shall go into effect five (5) days after its passage.

Read First Time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read Second Time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2021.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

ORDINANCE - 3

Does not require codification

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 4

Does not require codification

SUMMARY

ORDINANCE M-_____

AN ORDINANCE authorizing the City Manager or designee to execute an Agreement with Selectron Technologies, Inc., an Oregon corporation, for the provision of software and materials (“Licensed Software”) for the benefit of providing the City of Vancouver, Washington (“City”) with upgraded utility billing and building permit payment portals; requiring Terms that such Agreement be for an initial term of five (5) years with successive one (1) year terms thereafter until terminated by either of the parties; providing for severability; and setting an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at (360) 487-8799, or via www.cityofvancouver.us (Go to City Government and Public Records).

ORDINANCE - 5

Does not require codification



Master Services and Hosting Agreement

This Master Services and Hosting Agreement (this “**Agreement**”) by and between Selectron Technologies, Inc., an Oregon corporation having a principal place of business at 12323 SW 66th Avenue, Portland, OR 97223, and its successors and assigns (“**Selectron**”), and the City of Vancouver, Washington whose physical address is 415 West 6th Street, Vancouver WA 98660 and mailing address is P. O. Box 1995, Vancouver, WA 98668 (“**Licensee**”).

Recitals

Whereas, as between Selectron and Licensee, Selectron is the owner of all rights, titles, and interest in and to certain software and materials, identified more particularly in this Agreement as the “**Licensed Software**”; and

Whereas, Selectron wishes to grant to Licensee, and Licensee desires to obtain from Selectron, certain rights to access and use, and to permit authorized Licensee employees to access and use the Licensed Software through Selectron’s application hosting service, as more particularly described below and in accordance with the terms and conditions of this Agreement.

Now, Therefore, in consideration of the mutual promises and covenants contained herein, the parties agree to the following terms and conditions, which set forth the rights, duties and obligations of the parties:

Agreement

1. Definitions

For purposes of this Agreement, the following terms shall have the following meanings. Any capitalized terms used in this Agreement that are not defined in this Section 1 shall have the meaning given to them elsewhere in this Agreement.

1.1 “Aggregate Data” means information, data, and statistics about a group of individuals, organizations, or transactions that cannot be used to identify Licensee or a particular individual, including Licensee Data that has been de-identified and anonymized and combined with data about other individuals and transactions.

1.2 “Authorized User” means an Employee that Licensee provides with access to the Licensed Software.

1.3 “Customer Tools” means the Licensed Software components and interfaces that, as described in the Documentation, are designed and intended to be accessed by customers of Licensee through an application that is set up and maintained as part of the Services and/or Licensee’s website.

1.4 “Derivative Work” shall mean a new or modified work that is based on or derived from a preexisting work, including, without limitation, a work that

in the absence of a license, would infringe the Intellectual Property Rights associated with such preexisting work.

1.5 “Documentation” shall mean the standard documentation for the Licensed Software, as generally provided by Selectron to its other customers.

1.6 “Employee” shall mean a then-current employee of Licensee.

1.7 “Intellectual Property Rights” shall mean all rights associated with (a) patents, designs, algorithms, and other industrial property rights; (b) works of authorship, including copyrights, “moral rights”, and derivative works thereof; (c) the protection of trade and industrial secrets and confidential information; (d) Trademarks (as defined herein); (e) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated), whether arising by operation of law, contract, license, or otherwise; and (f) all registrations, initial applications, divisions, continuations, renewals, extensions, divisions, and re-issuances of any of the foregoing, now existing or acquired in the future.

1.8 “Licensed Software” shall mean, collectively, (a) the software programs that are listed in Exhibit A and further described in Exhibit C; (b) the Documentation; and (c) any Updates.

1.9 “Licensee Data” means structured data about and identifiable to customers of Licensee, including without limitation data about transactions between such customers and Licensee, (a) that Licensee provides to Selectron to enable Selectron to provide the Licensed Software and the Services, (b) that Selectron collects from Licensee’s customers to facilitate payments by those customers to Licensee, or (c) that Selectron otherwise collects or creates, including by automated means, in the course of performing the Services or providing the Licensed Software to Licensee.

1.10 “PCI Data” means Cardholder Data (including, without limitation, Primary Account Number, cardholder name, expiration date, and Service Code) and Sensitive Authentication Data (including without limitation full magnetic stripe data or the equivalent on a chip, CAV2/CVC2/CW2/CID, PINs/PIN block), as such terms are defined by the PCI Security Standards Council.

1.11 “Security Incident” means a breach of security resulting in an unauthorized third party gaining access to Licensee Data if (a) such breach creates a reasonably likely risk of harm to Licensee or any individual(s) and (b) the Licensee Data was accessed in unencrypted, usable, or readable form or it is reasonably likely that the unauthorized third party has acquired or will acquire the decryption key or other means of converting the Licensee Data to readable or usable form.

1.12 “Services” means the outbound call management, customization, training, set-up, configuration, or other services listed in Exhibit A and further described in Exhibit C hereto, the Technical Support Services, and any other services Selectron provides to Licensee as described herein.

1.13 “Technical Support Services” means the maintenance and technical support services described in Exhibit B hereto.

1.14 “Term” shall have the meaning set forth in Section 11.1.

1.15 “Trademarks” shall mean (a) the trademarks, trade names, and service marks used by a party, whether registered or unregistered; (b) the respective stylistic marks and distinctive logotypes for such trademarks, trade names, and service marks; (c) such other marks and logotypes as either party may designate from time to time in writing; and (d) the goodwill connected with the use of and symbolized by any of the foregoing.

1.16 “Updates” shall mean any modifications, error corrections, bug fixes, new releases, or other updates of or to Licensed Software, including the Documentation, that may be provided or otherwise made available hereunder by Selectron to Licensee during the Term.

1.17 “Work Product” means any and all work product, deliverables, materials, drawings, works of authorship, creative works, designs, inventions, documentation, methods, processes, techniques, software, reports, or data created or developed by Selectron in the course of performing the Services or providing the Licensed Software, excluding Licensee Data.

2. Grant of License; Restrictions

2.1 Grant of License to Use Licensed Software. Subject to the terms and conditions of this Agreement, including the End User License Agreement (“EULA”) attached hereto as Exhibit D which is incorporated into and made a part hereof, and the timely payment of all fees hereunder, Selectron hereby grants to Licensee a non-exclusive, nontransferable, nonsub licensable, limited license, during the Term, to access and use the Licensed Software solely in accordance with the Documentation and the EULA and solely for Licensee’s own internal business use. Except as set forth in this Section 2.1 or the EULA, no other right or license of any kind is granted by Selectron to Licensee hereunder with respect to the Licensed Software.

2.2 Software Restrictions. Licensee hereby acknowledges and agrees that it shall not use the Licensed Software for any purpose other than the purpose for which Selectron has developed the Licensed Software, and that it shall use the Licensed Software in accordance with the EULA and all applicable laws, rules, and regulations. In the event of any violation of this Section 2.2 or the terms of the EULA by Licensee or any person Licensee provides with access to the Licensed Software (whether or not such person is an Authorized User), Selectron may terminate this Agreement in accordance with Section 11.2, and shall be entitled to equitable relief in accordance with Section 12.5.

2.3 Data Restrictions. Selectron hereby acknowledges that the Licensee Data may contain sensitive, personally-identifiable information. Selectron will not disclose Licensee Data to any third-party except as required to perform its obligations under this Agreement (e.g., transmittal of PCI Data to Licensee’s designated payment gateway) and will maintain and use the Licensee Data only for purposes of performing its obligations under

this Agreement. Except as otherwise expressly provided herein, Selectron will promptly delete any Licensee Data that Licensee requests in writing to be deleted (except for data retention required by law).

2.4 Rights in Aggregate Data. Notwithstanding Section 2.3, Selectron may, (a) during the term of this Agreement, use and analyze the Licensee Data to generate Aggregate Data and (b) during and after the term of this Agreement, retain, use, publish, and otherwise disclose Aggregate Data without restriction, so long as the Aggregate Data is disclosed in a form in which it cannot be used to identify Licensee or any particular individual(s). By way of example and without creating any limitation, Selectron may analyze the Licensee Data along with data gathered from other sources to generate statistics and analytics about success rates of municipalities in collecting payments in response to application notification calls.

3. Deliverables and Services

3.1 Services. Selectron shall perform the Services described in Exhibit A and Exhibit C and the Technical Support Services described in Exhibit B in accordance with the terms of this Agreement.

3.2 Delivery, Testing, and Acceptance. All deliveries of equipment or physical goods required under this Agreement shall be F.C.A. Selectron's facilities. Selectron shall provide Licensee with the Documentation and access to the Licensed Software according to the delivery, testing, and acceptance schedule and terms and conditions set forth in Exhibit A and Exhibit C. Unless a testing period of different duration is set forth in Exhibit A or Exhibit C, Licensee shall have a testing period of thirty (30) days from the date of delivery of any Licensed Software, including any customized Licensed Software, to inspect and test the Licensed Software. If Licensee provides Selectron with written notice during the applicable testing period describing the Licensed Software's failure to substantially comply with the limited warranty set forth in Section 7.2 in sufficient detail to enable Selectron to reproduce such failure, the Service Fees for the non-conforming Licensed Software shall be suspended until Selectron corrects any such substantial non-conformity. If Licensee does not provide such notice during the testing period, the Licensed Software shall be deemed accepted, and Licensee's sole remedy for any non-conformance shall be the Technical Support Services provided hereunder.

3.3 Authorized Users; Licensee Identification and Passwords. Except as provided in Section 3.4, Licensee shall not permit any person to access the Licensed Software other than Employees whom Licensee has designated as Authorized Users. Each individual natural person shall be a separate Authorized User for purposes of this Agreement. Licensee shall create or request that Selectron create

unique log-in credentials, consisting of a "**User Identification**" and "**User Password**", for each individual Authorized User who shall be accessing the Licensed Software. Licensee hereby acknowledges that Licensee and its Authorized Users bear sole responsibility for protecting the confidentiality of all User Passwords and shall remain fully responsible and liable for (and Selectron shall not be responsible or liable for) any unauthorized use of any User Identifications or User Passwords. Licensee shall not share or disclose, and shall not permit any Authorized User to share or disclose, such Authorized User's log-in credentials with or to any other individual or entity, even if such other individual is also an Authorized User. A User Identification may not be transferred from one Authorized User to another Authorized User. Licensee shall promptly terminate (or cause to be terminated by requesting that Selectron terminate) the User Identification for any individual who ceases to be an Authorized User for any reason, including without limitation due to termination of such individual's employment with Licensee. Licensee shall promptly notify Selectron if it discovers or suspects that any log-in credentials have been accessed or used by any person other than the Authorized User to which such log-in credentials were granted, in which case Selectron shall promptly reset or provide Licensee with a means of resetting the password associated with such log-in credentials.

3.4 Customer Tools. Licensee may permit its customers to access and use the Customer Tools solely through Licensee's website and/or an application that is set up and maintained as part of the Services, and solely for the purpose of enabling such customers to (a) receive notifications sent by or on behalf of Licensee, (b) make payments to Licensee, (c) view their invoices from Licensee and history of payments to Licensee, and (d) update their contact information with Licensee.

3.5 Hosting. During the Term, Selectron and/or its designees shall host and maintain the Licensed Software, and provide access thereto, subject to the terms and conditions of this Agreement and the EULA. Selectron will make the Licensed Software available to Licensee in accordance with the Service Level Agreement attached hereto as Exhibit E.

3.6 Updates, Maintenance, and Technical Support. During the Term, Selectron shall provide Licensee with Updates as they are made generally available by Selectron to its other customers, as well as maintenance and technical support, in accordance with the terms and conditions set forth in Exhibit B. Any Update provided or made available by Selectron hereunder shall be deemed part of the Licensed Software and shall be subject to the terms and conditions of this Agreement.

3.7 Other Modifications to the Licensed Software.

Licensee understands and agrees that Selectron may make modifications and updates to the Licensed Software from time to time. Selectron may determine in its sole discretion whether to provide such modifications and updates to Licensee and its other customers as an Update hereunder, or whether such modifications and updates will be issued as a separate or new product or premium version of the Licensed Software that is available only at an additional charge.

3.8 Further Licensee Obligations. Licensee shall be solely responsible for acquiring and maintaining, at its own expense, the necessary equipment and Internet and telecommunication services required to access the Licensed Software and the Services. Licensee acknowledges that Selectron shall have no obligation to assist Licensee in using or accessing the Licensed Software or the Service except as expressly set forth in this Agreement.

4. Fees and Payment

4.1 Service Fees. Licensee shall pay to Selectron service fees (“**Service Fees**”) in the amounts and according to the terms and conditions set forth in Exhibit A. In addition to the payment of Service Fees, unless different terms are provided for in Exhibit A, Licensee agrees to reimburse Selectron for all actual, documented and reasonable travel and out-of-pocket expenses incurred by Selectron in connection with the performance of any Services. Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. Selectron is solely responsible for its staff’s travel time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

4.2 Payment Terms. Unless different payment terms are set forth in Exhibit A, all fees and expenses payable hereunder shall be due thirty (30) days from the date of invoice, and any amounts not paid when due will incur late fee charges at the rate of 1% per month, or the maximum rate permitted by applicable law, whichever is lower, calculated on a daily basis. If any amounts are past due and outstanding, Selectron reserves the right to suspend the licenses granted hereunder, suspend access to the Licensed Software, and discontinue the Services until all outstanding amounts are paid. Selectron is entitled to recover all costs of collection, including reasonable attorney’s fees and related expenses.

4.3 Disputed Amounts. Any disputed charges must be presented by Licensee to Selectron in writing within thirty (30) days of the date of invoice, and the parties agree to cooperate in good faith to promptly resolve any disputed invoice within thirty (30) days of Selectron’s receipt of Licensee’s written notice of dispute. In the event Licensee disputes any amounts invoiced by Selectron in good faith, the undisputed amount shall be paid when due, and only

disputed amounts shall be withheld pending resolution of the dispute. If payment of a disputed amount has already been made and later resolution of the dispute is in Licensee’s favor, a credit will be issued by Selectron to Licensee on the next invoice.

4.4 Fee Increases. During the Initial Term, the Service Fees set forth in Exhibit A shall apply. After the Initial Term (as defined in Section 11.1 below), Selectron may increase or change its fees proportionate to the change in the Consumer Price Index for the Seattle-Tacoma-Bremerton area since the last fee increase by providing Licensee with notice of such increase or change at least ninety (90) days prior to the effective date of such increase or change. Such fee increases and changes may be based on the non-discounted fees. Licensee’s sole alternative to such fee increase or change shall be to terminate this Agreement by providing notice of termination to Selectron within thirty (30) days after receipt of the notice of price increase or change, which termination will become effective thirty (30) days after such written notice of termination.

4.5 Taxes. All prices set forth in this Agreement are in U.S. Dollars and are exclusive of any applicable taxes. Licensee shall pay, indemnify, and hold Selectron harmless from all import and export duties, customs fees, levies, or imposts, and all sales, use, value added, or other taxes or governmental charges of any nature, including penalties and interest, and all government permit or license fees assessed upon or with respect to any products sold, leased, or licensed to Licensee and any services rendered to Licensee; provided, however, that Licensee shall not be responsible for paying any taxes imposed on, or with respect to, Selectron’s income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Proprietary Rights

As between Selectron and Licensee, Selectron and/or its licensors own and shall retain all right, title and interest, including, without limitation, all Intellectual Property Rights in and to the Licensed Software and any Work Product resulting from performance of the Services and any portions thereof, including without limitation any copy or Derivative Work of the Licensed Software (or any portion thereof) and any Updates and upgrades thereto. Selectron grants Licensee a license as defined in Exhibit D of this Agreement. Licensee agrees to take any action reasonably requested by Selectron to evidence, maintain, enforce, or defend the foregoing consistent with applicable law. Licensee shall not take any action to jeopardize, encumber, limit, or interfere in any manner with Selectron’s or its licensors’ ownership of and rights with respect to the Licensed Software or Service, or any Derivative Work or Update or upgrade thereto. The Licensed Software and any Work Product are licensed, not sold, and Licensee shall have only those rights in and to the Licensed Software and Work Product and any Derivative Work or Update or upgrade thereto as are expressly granted to it under this Agreement, including the EULA.

6. Proprietary Information

During the Term of this Agreement and after the termination of this Agreement, the parties will take all steps reasonably necessary to hold the other party's Proprietary Information in confidence, will not use the disclosing party's Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without the disclosing party's express prior written consent; provided, however, that each party (the "**receiving party**") may disclose Proprietary Information of the other party (the "**disclosing party**") (a) to such receiving party's employees, directors, officers, contractors, and agents (collectively, "**Representatives**") who have a need to know such information and who have been advised of and have agreed to comply with the confidentiality restrictions contained in this Section 6 and (b) to such third parties as are authorized or directed by the disclosing party in writing. Each party shall be responsible and liable for the actions and omissions of its Representatives. "**Proprietary Information**" belonging to a disclosing party includes, but is not limited to, such disclosing party's (a) trade secrets, inventions, ideas, processes, formulas, source and object codes, data, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (b) information regarding its plans for research, development, new products, marketing and selling, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; (c) information regarding the skills and compensation of employees, and (d) other information about or belonging to such disclosing party that the receiving party should reasonably know, due to the nature of the information or the circumstances surrounding its disclosure, is regarded by the disclosing party as confidential. Proprietary Information includes reports, analyses, notes, and other information or materials that contain or are derived using the disclosing party's Proprietary Information, even if developed in whole or in part by the receiving party.

For clarity, information about the Licensed Software, including information about its features, functionality, and pricing, are and shall remain the Proprietary Information of Selectron. For further clarity, Licensee Data is and shall remain the Proprietary Information of Licensee.

Notwithstanding the foregoing, information will not be considered to be Proprietary Information if (a) it is readily available to the public other than by a breach of this Agreement; (b) it has been rightfully received by the receiving party from a third party without confidentiality limitations; (c) it has been independently developed by the receiving party without reference to or use of the disclosing party's Proprietary Information; or (d) it was rightfully known to the receiving party prior to its first receipt from the disclosing party. ; or (e) it is disclosed pursuant to applicable law, including but not limited to the Washington State Public Records Act, Chapter 42.56 of the Revised Code of Washington ("RCW"). In the event Licensee receives a request for

Selectron of such request and withhold disclosure of such information for not less than five (5) business days to permit Selectron to seek judicial protection of such information, provided that Selectron shall be responsible for attorney fees and costs in such action and shall save and hold harmless Licensee from any costs, attorney fees, or penalty assessment under Ch. 42.56 RCW.

7. Representations and Warranties; Warranty Disclaimer.

7.1 Mutual Representations. Each party represents and warrants to the other party that the execution, delivery and performance of this Agreement (a) is within its corporate, municipal, or governmental powers, as the case may be (b) has been duly authorized by all necessary corporate, municipal, or governmental action on such party's part, and (c) does not and shall not contravene or constitute a default under, and is not and shall not be inconsistent with, any law, regulation, judgment, decree or order, or any contract, agreement, or other undertaking, applicable to such party.

7.2 Limited Software Warranty and Exclusive Remedy. Subject to the limitations set forth in this Agreement, Selectron represents and warrants to Licensee that the Licensed Software, when used in accordance with the Documentation, shall throughout the Term substantially conform to the functional specifications in such Documentation.

If Licensee finds what it reasonably believes to be a failure of the Licensed Software to substantially conform to the functional specifications in the Documentation, and provides Selectron with a written report that describes such failure in sufficient detail to enable Selectron to reproduce such failure, Selectron shall use commercially reasonable efforts to correct or provide a workaround for such failure at no additional charge to Licensee in accordance with Exhibit B hereto. Outside the United States, this limited warranty is only available with proof of purchase from an authorized source. EXCEPT FOR THE EXPRESS WARRANTY ABOVE, SELECTRON PROVIDES THE LICENSED SOFTWARE TO LICENSEE "AS IS" AND "AS AVAILABLE." SELECTRON MAKES NO WARRANTY THAT ALL ERRORS, FAILURES, OR DEFECTS SHALL BE CORRECTED, OR THAT ACCESS TO OR USE OF THE LICENSED SOFTWARE SHALL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY SELECTRON, ITS AGENTS, OR ITS EMPLOYEES, SHALL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT. This Section states the entire liability of Selectron and the sole and exclusive remedy of Licensee with respect to any breach of the foregoing express warranty.

7.3 Limited Services Warranty and Exclusive Remedy. Subject to the limitations set forth in this Agreement, Selectron warrants that the Services shall be performed in a professional and workmanlike manner. Selectron's sole obligation, and Licensee's exclusive remedy for breach of the foregoing warranty, is that Selectron shall use its commercially reasonable efforts to re-perform the Services or otherwise cure such breach. If, in Selectron's sole judgement, curing the breach is not

commercially feasible, Selectron shall credit Licensee for a portion of the fees allocable to the affected period of time that is proportionate to the period the Services or Licensee's ability to access or use the Licensed Software was impaired.

7.4 Disclaimer of Other Warranties. THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7 AND SECTION 8.5 CONSTITUTE THE ONLY WARRANTIES MADE BY SELECTRON WITH RESPECT TO THE LICENSED SOFTWARE AND THE SERVICES AND ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. SELECTRON MAKES NO OTHER, AND HEREBY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, WITH RESPECT TO THE LICENSED SOFTWARE, THE SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. SELECTRON EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. SELECTRON DOES NOT WARRANT THAT ANY USE OF OR ACCESS TO THE LICENSED SOFTWARE SHALL BE ERROR-FREE OR SECURE, OR THAT OPERATION OF THE LICENSED SOFTWARE SHALL BE UNINTERRUPTED, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION THEREWITH. LICENSEE ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN SECTION 7 AND SECTION 8.5 OF THIS AGREEMENT.

7.5 Defects Not Covered by Warranties. Selectron shall have no obligations under Section 7.2 to the extent any nonconformance or failure of, or error in, the Licensed Software is caused by (a) use of any attachment, feature, hardware, software, or device in connection with the Licensed Software, or combination of the Licensed Software with any other materials or service, unless the combination is performed by Selectron; transportation, neglect, misuse, or misapplication of the Licensed Software, or any use of the Licensed Software that is not in accordance with this Agreement, the EULA, and/or the Documentation; (c) alteration, modification, or enhancement of the Licensed Software, except as may be performed by Selectron; (d) failure to provide a suitable use environment for all or any part of the Licensed Software; or (e) failure to maintain systems and environments that are compatible with Updates.

8. Security

(b) **Internet Security.** Selectron's Licensed Software is made available through the Internet and may be used to access and transfer information over the Internet. Licensee is solely responsible for the security and integrity of information it transfers from the Licensed Software, if any. Selectron makes no representations or warranties to

Licensee regarding (a) the security or privacy of Licensee's network environment, or (b) any third-party technologies' or services' ability to meet Licensee's security and privacy needs. These third-party technologies and services may include, but are not limited to, operating systems, database management systems, web servers, and payment processing services. Licensee is solely responsible for ensuring a secure environment for information it transfers from the Licensed Software, if any. Further, Licensee acknowledges and agrees that Selectron does not operate or control the Internet and that Selectron shall have no responsibility or liability in connection with a breach of security or privacy regarding the Licensed Software or information contained therein that is caused by (a) viruses, worms, Trojan horses, or other undesirable data or software; (b) unauthorized users, e.g., hackers; or any other third party or activity beyond Selectron's reasonable control; in each of the foregoing cases, except to the extent caused by Selectron's breach of Section 8.4 or 8.5.

8.1 Remote Access Security. In order to enable code development and support and maintenance of the software, Selectron may require remote access capability. Remote access is normally provided by installing PC-Anywhere, ControlIT, or other industry standard remote access software. It may also be provided through a Licensee solution such as VPN access. Regardless of what method is used to provide remote access, or which party provides remote access software, it is Licensee's responsibility to ensure that the remote access method meets Licensee's security requirements. Selectron makes no representations or warranties to Licensee regarding the remote access software's ability to meet Licensee's security or privacy needs. Selectron also makes no recommendation for any specific package or approach with regard to security. Licensee is solely responsible for ensuring a secure network environment.

8.2 Outbound Services Disclaimer. Outbound services are intended to create additional methods of communication for Licensee's employees who use the Licensed Software in support of existing processes. These services are not intended to replace all interaction with Licensee's end users or employees. While the outbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as software, computer hardware, network services, telephone services, and e-mail. Examples of situations that could cause failure include but are not limited to: down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Licensee acknowledges that it is aware of the potential hazards associated with relying on an automated outbound service feature, when using the Licensed Software, and Licensee acknowledges and agrees that it is giving up in advance any right to sue or make any claim against Selectron, and that Licensee forever releases Selectron from any and all liability caused by (a) any failed call attempts (including excess of calls over and above network or

system capacity), incomplete calls, or any busy- outs; (b) any failure to transmit, obtain or collect data from callers or for human and machine errors, faulty or erroneous input, inarticulate caller communication, caller delays or call lengths exceeding estimated call lengths or omissions, delays and losses in connection with the Services provided hereunder; or (c) if Licensee, Licensee's employees, or Licensee's end user suffer injury or damage due to the failure of outbound services to operate, even though Licensee does not know what or how extensive those injuries or damages might be, unless such losses were directly attributable to Selectron's gross negligence or willful misconduct.

8.3 Privacy and Security Standards. Selectron agrees that it will gather, collect, receive, generate, store, use, maintain, transmit, process, import, export, transfer and disclose the Licensee Data substantially in compliance with applicable data protection, security, breach notification and privacy laws, rules, regulations and industry standards to which Selectron is subject. Selectron shall, at all times, use reasonable measures to protect the confidentiality of the Licensee Data in its possession or care, including technical, administrative, and physical safeguards that are appropriate given the nature of the Licensee Data.

8.4 PCI Compliance. Selectron warrants that, during the Term of this Agreement, (a) all system components, people, processes, and the cardholder data environment that are used in Selectron's collection, transmittal, or other processing of PCI Data on behalf of Licensee are and shall remain compliant with the applicable provisions of PCI DSS; and (b) Selectron PayEngine™, Selectron's proprietary payment application, is and shall remain compliant with PA-DSS. On an annual basis or upon Licensee's request, Selectron shall provide Licensee with an Attestation of Compliance or Attestation of Validation confirming such compliance.

8.5 Incident Response. In the event Selectron becomes aware of a confirmed or suspected Security Incident involving the unauthorized disclosure or theft of PCI Data, Selectron shall (a) notify Licensee within 24 hours of when Selectron first becomes aware of Security Incident, (b) cooperate in any investigation, (c) promptly take reasonable measures to prevent further unauthorized access or use of the Licensee Data, (d) cooperate with Licensee's notification to affected individuals if such notification is required by applicable law or regulation, and (e) perform all such other acts, or cooperate with Licensee's performance of all such other acts, that are required with respect to such Security Incident by applicable law or regulation. Notifications concerning Security Incidents will be sent to Help.Desk@cityofvancouver.us.

8.6 Limited Scope of PCI Data Processing. The parties acknowledge that Selectron's sole processing of PCI

Data on behalf of Licensee shall consist of (a) collecting PCI Data needed to facilitate payments to Licensee, (b) transmitting such PCI Data to a third party payment gateway designated by Licensee, and (c) receiving confirmation via the payment gateway that the payment transaction has been completed. After transmittal of PCI Data to the payment gateway, Selectron will not retain, store, or continue to use or process such PCI Data.

8.7 Data Transfers Between Licensee and Selectron. The parties acknowledge that, to facilitate providing the Services and the Licensed Software, Selectron and Licensee shall regularly transfer Licensee Data to each other. Licensee, not Selectron, is responsible for providing and maintaining a secure file transfer protocol for such transfer of Licensee Data, and shall be responsible for maintaining the security of the system components, environment, and procedures of such file transfer protocol.

8.8 Licensee's Privacy Practices. Licensee acknowledges that the Licensee Data includes information about individuals with whom Licensee, rather than Selectron, has direct relationships. Therefore, it is Licensee's obligation, and not Selectron's obligation, to provide any privacy notices or disclosures to, and obtain any consent from, such individuals as may be required by applicable law with respect to processing of the Licensee Data by Selectron on Licensee's behalf. Licensee represents, warrants, and covenants to Selectron that (a) Licensee has the authority to transmit the Licensee Data to Selectron; and (b) Selectron's collection, storage, transmittal, and other processing of the Licensee Data on behalf of Licensee, as described in the Documentation and this Agreement, does not and will not violate any applicable laws, regulations, ordinances, contracts, policies, orders, or decrees to which Licensee is subject.

9. Indemnification

9.1 Infringement Indemnity Obligations of Selectron. Selectron shall defend any action brought against Licensee to the extent it is based on a third party claim that use by Licensee of the Licensed Software as furnished hereunder, which use is in accordance with the terms and conditions of this Agreement, directly infringes or misappropriates any valid United States patent, copyright, or trade secret. Selectron shall pay any liabilities, costs, damages, and expenses (including reasonable attorney's fees) finally awarded against Licensee in such action that are attributable to such claim. Licensee agrees to promptly notify Selectron of any known or suspected infringement or misappropriation of Selectron's proprietary rights of which Licensee becomes aware. Should the Licensed Software become, or be likely to become in Selectron's opinion, the subject of any claim of infringement, Selectron may, at its option (a) procure for Licensee the right to continue using the potentially infringing materials; (b) replace or modify the potentially infringing materials to make them non-infringing; or (c) terminate this Agreement and provide Licensee with a refund equal to the set-up fees paid by Licensee, less an amount equal to the depreciated portion of such fees calculated on a five (5)

year straight-line basis. This Section 9.1 states the entire liability of Selectron and the exclusive remedy of Licensee with respect to infringement of any third-party intellectual property or other rights, whether under theory of warranty, indemnity, or otherwise.

9.2 Infringement Indemnity Obligations of Licensee. Selectron shall have no liability for any claim based upon (a) the use, operation, or combination of the Licensed Software with non-Selectron programs, data, equipment, or documentation if liability would have been avoided but for such use, operation, or combination; use of other than the then-current, unaltered version of the Licensed Software that incorporates all Updates; Licensee's or its agents' or Employees' activities after Selectron has notified Licensee that Selectron believes such activities may result in infringement; (d) any modifications to or markings of the Licensed Software that are not specifically authorized in writing by Selectron; (e) any third party software; (f) any Licensee Data; or (g) Licensee's breach or alleged breach of this Agreement. Licensee shall indemnify, defend, and hold Selectron harmless for, from and against all liabilities, costs, damages, and expenses (including reasonable attorney's fees) awarded against or incurred by Selectron in such action(s) that are attributable to such claim.

9.3 Security Related Indemnity Obligations of Selectron. If an investigation performed by a qualified third party forensic investigator confirms that a Security Incident was caused solely by an act or omission of Selectron, including any security vulnerability in system components, procedures, or environments owned or controlled by Selectron, then Selectron shall defend, indemnify, and hold harmless Licensee for, from and against all liabilities, costs, damages, fines, penalties, and expenses (including reasonable attorney's fees) incurred by Licensee as a result of such Security Incident, including the reasonable costs of investigation and reasonable costs of notification to affected individuals and providing credit monitoring or other fraud prevention services, but only to the extent such notification, credit monitoring, or other fraud prevention services are required by applicable laws, regulations, a court order or consent decree, or the terms of a settlement and release of claims arising from such Security Incident that Selectron has consented to (collectively, "**Losses**").

9.4 Security Related Indemnity Obligations of Licensee. Selectron shall have no liability or obligation to defend or indemnify Licensee with respect to any Losses caused by Licensee's breach of Sections 8.8 or 8.9 or any Security Incident to the extent caused in whole or in part by an act or omission of Licensee or any third party (other than Selectron's subcontractors) or any of their affiliates, employees, directors, officers, agents, or contractors (other than Selectron), including without limitation any of the

following acts or omissions: (a) their loss of control of any device, (b) their failure to maintain the confidentiality of log-in credentials, (c) their transmission of data via methods that are not secure, (d) their failure to maintain systems and environments that are compatible with any Update, (e) their violation of the applicable terms of this Agreement or any applicable laws, regulations, or industry standards, or (f) any vulnerability in their environment, systems, hardware, software, or physical or administrative security safeguards or procedures, including without limitation any vulnerability in the file transfer protocol maintained by Licensee pursuant to Section 8.8. Licensee shall indemnify, defend, and hold harmless Selectron for, from and against all Losses arising from any such Security Incident or Licensee's breach of Sections 8.7 or 8.8, including without limitation any expenses incurred by Selectron in complying with its obligations under Section 8.6.

9.5 Conditions for Indemnification. The parties' indemnification obligations hereunder shall apply only if (a) the party to be indemnified (the "**indemnitee**") notifies the party obligated to indemnify them (the "**indemnitor**") in writing of a claim promptly upon learning of or receiving the same; and (b) the indemnitee provides the indemnitor with reasonable assistance requested by the indemnitor, at the indemnitor's expense, for the defense and settlement, if applicable, of any claim. The indemnitee's failure to perform any obligations or satisfy any conditions under this Section 9.5 shall not relieve the indemnitor of its obligations hereunder except to the extent that the indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

9.6 Control of Defense. After receipt of notice of a claim, the indemnitor shall be entitled, if it so elects, at its own cost, risk and expense (a) to take control of the defense and investigation of such lawsuit or action; and (ii) to employ and engage attorneys of its own choice to handle and defend the same; *provided, however*, that the indemnitee's consent shall be required for any settlement that does not include a full release of all claims. If the indemnitor fails to assume the defense of such claim within ten (10) business days after receipt of notice of the claim, the indemnitee will (upon delivering notice to such effect to the indemnitor) have the right to undertake, at the indemnitor's cost and expense, the defense, compromise or settlement of such claim on behalf of and for the account and risk of the indemnitor; provided, however, that such claim shall not be compromised or settled without the written consent of the indemnitor. The party that assumes control of the defense of the claim will keep the other party reasonably informed of the progress of any such defense, compromise or settlement. Notwithstanding the foregoing, the indemnitee shall be entitled to conduct its own defense at the cost and expense of the indemnitor if the indemnitee establishes that the conduct of its defense by the indemnitor would reasonably be likely to prejudice materially the indemnitee due to a conflict of interest between the indemnitee and the indemnitor; and provided further that in any event, the indemnitee may participate in such defense at its own expense.

10. Limitation of Liability

10.1 Limited Remedy. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL SELECTRON OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR, OR BE OBLIGATED TO INDEMNIFY LICENSEE FOR, ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, OR INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR OTHER ECONOMIC LOSS ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, EVEN IF SELECTRON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED.

10.2 Maximum Liability. Notwithstanding anything in this Agreement to the contrary or the failure of essential purpose of any limited remedy or limitation of liability, Selectron's entire liability arising from or relating to this Agreement or the subject matter hereof, under any legal theory (whether in contract, tort or otherwise), shall not exceed the amounts actually received by Selectron from Licensee hereunder in the twelve (12) months immediately preceding the action that gave rise to the claim. Licensee acknowledges that the Service Fees reflect the allocation of risk set forth in this Agreement and that Selectron would not enter into this Agreement without the limitations on liability set forth in this Agreement. Cyber Liability Insurance. Selectron shall obtain and keep in force during the entire term of this Agreement, cyber liability insurance covering claims involving privacy violations, data breach, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The amount of coverage provided by such insurance shall be not less than Two Million Dollars (\$2,000,000) combined single limit. The City of Vancouver, Washington shall be named as an additional insured with respect to all such policies. Selectron shall provide evidence of all insurance required, at Client's request, by submitting an insurance certificate to Licensee on a standard "Acord" or comparable form.

11. Term and Termination

11.1 Term. The term of this Agreement shall commence on the Effective Date and continue for an initial period of five (5) years therefrom (the "Initial Term"), and shall automatically renew for successive one (1) year periods unless either party notifies the other of its intention not to renew at least ninety (90) days before the end of the then-current term (collectively, the "Term"). If Licensee cancels prior to the end of the Initial Term of five (5) years, all fees for the Initial Term of this agreement that are unpaid will become immediately due.

11.2 Termination for Default. If either party

materially defaults in any of its obligations under this Agreement, the non-defaulting party, at its option, shall have the right to terminate this Agreement by written notice to the other party unless, within sixty (60) calendar days after written notice of such default, the defaulting party remedies the default, or, in the case of a default which cannot with due diligence be cured within a period of sixty (60) calendar days, the defaulting party institutes within the sixty (60) day-period substantial steps necessary to remedy the default and thereafter diligently prosecutes the same to completion. Notwithstanding anything herein to the contrary, in the event Licensee breaches the EULA or Sections 2.2, 5 and/or 6 of this Agreement, Selectron may immediately terminate this Agreement. Licensee shall notify Selectron within twenty-four (24) hours of Licensee's becoming aware of any breach (other than by Selectron) of the terms and conditions of this Agreement, including, without limitation, any breach of Sections 2.2, 5 or 6.

11.3 Termination for Bankruptcy. Either party may terminate this Agreement if the other party (a) becomes insolvent; (b) fails to pay its debts or perform its obligations in the ordinary course of business as they mature; (c) is declared insolvent or admits its insolvency or inability to pay its debts or perform its obligations as they mature; or (d) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment, or composition, or makes a general assignment for the benefit of creditors, provided that, in the case of an involuntary proceeding, the proceeding is not dismissed with prejudice within sixty (60) days after the institution thereof.

11.4 Effect of Termination. Upon the expiration or termination of this Agreement, all rights and licenses granted to Licensee hereunder shall immediately and automatically terminate. Within ten (10) days after any termination or expiration of this Agreement, Licensee shall, at its sole expense, return to Selectron (or destroy, at Selectron's sole election) all Licensed Software and Proprietary Information of Selectron (and all copies, summaries, and extracts thereof) then in the possession or under the control of Licensee and its current or former employees. Licensee shall notify Selectron in writing that, to the best of its knowledge, such delivery or destruction has been fully effected. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms. Either party's termination of this Agreement shall be without prejudice to any other right or remedy that it may have at law or in equity, and shall not relieve either party of liability for breaches occurring prior to the effective date of such termination. Any provisions that would reasonably be expected by the parties to survive termination of this Agreement shall survive such termination, including without limitation the provisions of the EULA and Sections 1 ("Definitions"), 2.2 ("Software Restrictions"), 2.3 ("Data Restrictions"), 2.4 ("Rights in Aggregate Data"), 4 ("Fees and Payment") (with respect to

amounts accrued but as-yet unpaid), 5 ("Proprietary Rights"), 6 ("Proprietary Information"), 7 ("Representations and Warranties; Warranty Disclaimer"), 8 ("Security"), 9 ("Indemnification"), 10 ("Limitation of Liability"), 11 ("Term and Termination") and 12 ("General Provisions").

12. General Provisions

(a) **Notices.** Any notice, request, demand or other communication required or permitted hereunder shall be in writing, shall reference this Agreement, and shall be deemed to be properly given (on the earliest of) (a) when delivered personally; (b) when sent by facsimile, with written confirmation of receipt; or (c) upon receipt three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All notices shall be sent to City of Vancouver, Attn: IT Manager P.O. Box 1995 Vancouver, Washington 98668 (or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section 12.1).

12.1 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, U.S.A., without reference to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to and shall not be used to interpret this Agreement. Any dispute regarding this Agreement must be brought in the state or federal courts located in Clark County, Washington, U.S.A.

12.2 Construction. This Agreement has been negotiated by the parties and their respective counsel. This Agreement shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either party.

12.3 Attorneys' Fees. If any legal action is brought relating to this Agreement or the breach hereof, the prevailing party in any final judgment shall be entitled to the full amount of all reasonable expenses, including all court costs and reasonable attorney fees paid or incurred.

12.4 Injunctive Relief. In the event that Licensee breaches any provision of the EULA or Sections 2, 5, or 6 or any other material provision of this Agreement, Licensee acknowledges and agrees that there may be no adequate remedy at law to compensate Selectron for such breach, that any such breach may result in irreparable harm to Selectron that would be difficult to measure; and, therefore, that upon any such breach or threat thereof, Selectron shall be entitled to seek injunctive and other appropriate equitable relief, in addition to whatever remedies Selectron may have at law, in equity, under this Agreement, or otherwise.

12.5 Waiver. The waiver by either party of a breach of or a default under any provision of this Agreement,

shall be in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder, operate as a waiver of any right or remedy.

12.6 Severability. If the application of any provision of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable, then (a) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties, and reformed without further action by the parties, to the extent necessary to make such provision valid and enforceable. Without limiting the generality of the foregoing, Licensee agrees that Section 7.4 will remain in effect notwithstanding the unenforceability of any other provision hereof.

12.7 Independent Contractor Relationship. Selectron's relationship with Licensee will be that of independent contractor, and nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, or employer-employee relationship. Licensee is not an agent of Selectron and is not authorized to make any representation, contract, or commitment on behalf of Selectron, or to bind Selectron in any way. Selectron is not an agent of Licensee and is not authorized to make any representation, contract, or commitment on behalf of Licensee, or to bind Licensee in any way. Selectron will not be entitled to any of the benefits that Licensee may make available to its employees, such as group insurance, profit sharing, or retirement benefits.

12.8 Force Majeure. Neither party shall be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, war, error in the coding of electronic files, Internet or other network "brownouts" or failures, power failures, novelty of product manufacture or other unanticipated product development problems, and acts of civil and military authorities; provided that such party gives the other party prompt written notice of the failure to perform and the reason therefor and uses its reasonable efforts to limit the resulting delay in its performance and to mitigate the harm or damage caused by such delay.

12.9 Public Announcements. Licensee shall cooperate with Selectron so that Selectron may issue a press release concerning this Agreement; provided, however, Selectron may not release any such press release without the prior approval of Licensee (which shall not be unreasonably withheld, delayed, or conditioned). However, without seeking prior approval in each instance, Selectron shall have the right to

use Licensee's name as a customer reference, and to use Licensee's trade name on Selectron's customer lists.

12.10 U.S. Government Rights. (a) The Licensed Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R.12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, the Licensed Software are licensed to any U.S. Government End Users (i) only as a commercial item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Manufacturer is Selectron Technologies, Inc., 12323 SW 66th Avenue, Portland, OR 97223, USA. This Section, consistent with 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202 is in lieu of, and supersedes, any other Federal Acquisition Regulation, Defense Federal Acquisition Regulation Supplement, or other clause or provision that addresses United States Government rights in computer software, technical data, or computer software documentation.

(b) The parties agree that, in the event that Licensee is a governmental entity, all other state and local governments within Licensee's state may purchase a license from Selectron to use the Licensed Software under the same terms and conditions as set forth in this Agreement by entering into a master services and hosting agreement with the same terms and conditions as set forth herein with Selectron and be compliant with the Washington State interlocal Cooperation Act, Ch 39.34 RCW with no liability to the licensee.

12.11 Export Controls. The Licensed Software is subject to the export control laws of the United States and other countries. Licensee may not export or re-export the Licensed Software, unless Licensee has first obtained Selectron's prior written permission and the appropriate United States and foreign government licenses, at Licensee's sole expense. Licensee must otherwise comply with, and contractually require that all of its employees comply with, all applicable export control laws and regulations in the use of the Licensed Software. None of the Licensed Software may be downloaded or otherwise exported or re-exported (a) into any country for which the United States has a trade embargo, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List. Licensee represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list. Licensee shall defend, indemnify and hold Selectron and all successors, assigns, affiliates, suppliers, and each of their officers, directors, employees, and agents harmless for, from, and against any and all claims, allegations, damages, liabilities, and costs and expenses (including without limitation attorneys' fees and costs) arising out of Licensee's violation of such export control laws. Licensee further agrees to comply with the United States Foreign Corrupt Practices Act, as amended.

12.12 Captions and Section Headings. The captions and Section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

12.14 Right to Review. The Licensee shall have the right to review the financial and service components of this program, limited in scope to the supporting information and documentation related specifically to this agreement. Such review may occur with adequate notice and by providing all requests in writing. Selectron shall preserve and maintain all financial records, and records relating to the performance of work under this Agreement, for 12 months after contract termination.

12.15 Debarment. By signing this Agreement, Selectron certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or city department or agency. The Agency also agrees to include the above requirement in any and all subcontracts in which it enters. The Agency shall immediately notify the City if it becomes debarred.

12.16 E-Verify. Selectron 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. Selectron shall ensure all Selectron employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Selectron shall provide verification of compliance upon Licensee's request. Failure by Selectron to comply with this subsection shall be considered a material breach.

12.17 Business License. Selectron will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply.

12.18 Nondiscrimination. Licensee is an equal opportunity employer. In the performance of this Agreement, Selectron will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap

12.19 Counterparts. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and, when taken together, shall be deemed to constitute one and the same agreement. Each party agrees that the delivery of this Agreement by facsimile transmission or by PDF attachment to an e-mail transmission will be deemed to be an original of the Agreement so transmitted and, at the request of either party, the other party will confirm facsimile or e-mail transmitted signatures by providing the original document.

12.20 Modification; Subsequent Terms. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized signatory of Selectron and Licensee. To the extent that the terms and conditions of the Exhibits hereto or Exhibits to subsequent amendments or modifications of or to the Agreement ("Subsequent Terms") differ from those herein, those Subsequent Terms shall control the interpretation and any conflict resolution thereof. The terms on any purchase order or similar document submitted by Licensee to Selectron will not modify the terms and conditions of this Agreement.

12.21 Entire Agreement; Amendment. This Agreement, including the Exhibit(s) attached hereto, constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, agreements, and communications, whether oral or written, between the parties relating to the subject matter of this Agreement, and (b) all past courses of dealing and industry custom.

12.22 Evaluation and Compliance with the Law. Selectron shall have the authority to control and direct the performance and details of the work described herein. Selectron agrees to comply with all relevant, federal, state and municipal laws, Policies, rules, and regulations.

In Witness Whereof, the parties have caused this Agreement to be executed by duly authorized representatives of the parties as of the Effective Date.

DATED this _____ day of _____, 2021

CITY OF VANCOUVER, a municipal corporation

BY: _____
Anna L. Vogel, Procurement Services Manager

SELECTRON, Contractor

BY: _____

Title _____

Approved as to form:

Jonathan Young, City Attorney

EXHIBIT A
Scope of Work

PRICING DETAILS FOR 5-YEAR TERM OPTION

	Unit Cost	Total Cost
RELAY PLATFORM UPDATE		
Relay IVR for Utility	\$35,000	\$35,000
Relay IVR for Permits	\$30,000	\$30,000
Relay IWR for Utility	\$15,000	\$15,000
Relay IWR for Permits	\$15,000	\$15,000
20 Production Voice Ports	\$2,000	\$40,000
Outbound Channel License	\$5,000	\$5,000
1 Outbound Notification – Delinquency	\$1,500	\$1,500
12-Month Inspection Results & History	\$6,000	\$6,000
CommunitySelect	\$9,500	\$9,500
Utility Notification	\$3,000	\$3,000
Plan Review Status	\$7,500	\$7,500
2 Test IVR Voice Ports	\$1,000	\$2,000
RELAY UPDATE TOTAL		\$169,500
MANAGED ENVIRONMENT SETUP & CONFIGURATION		
Move to Managed Environment		\$20,000
MANAGED ENVIRONMENT SETUP & CONFIGURATION TOTAL		\$20,000
NEW ADD-ONS FOR UTILITIES:		
Replace CommunitySelect with Inbound Builder		\$7,500
Advanced Payments & Profile Management Bundle		\$90,000
E-Billing Enrollment & Management		\$15,000
Outbound Notification – Shutoff Notification		\$1,500
Payment Extension		\$8,750
Display E-Bill Enrollment Status on Relay IWR Solution		\$2,000
NEW ADD-ONS FOR UTILITIES TOTAL		\$124,750
NEW ADD-ONS FOR PERMITS:		
Credit Card & E-Check Payments for IVR and Web		\$31,500
Plan Review Status		\$0
Outbound Notification – Expiring/Expired Permit Notification		\$1,500
IPS Logging for: Utility Notifications, Expiring/Expired Permit Notifications, and Contractor Voicemail Messages for Inspectors		\$6,000
NEW ADD-ONS FOR PERMITS TOTAL		\$39,000
TOTAL PROJECT SETUP COST		\$353,250

DISCOUNTS

Relay Platform Update Discount	(\$81,150)
Managed Environment Setup & Configuration Discount	(\$20,000)
Preferred Payment Vendor Forte	(\$30,000)
Inbound Builder	(\$7,500)
New Add-Ons for Utilities	(\$62,375)
New Add-Ons for Permits	(\$19,500)
DISCOUNTS TOTAL	(\$220,525)

TOTAL ONE-TIME PROJECT SETUP COST AFTER DISCOUNT	\$132,725
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BUNDLES AND SERVICE FEES	Unit Cost	Total Cost
ANNUAL BUNDLES AND SERVICE FEES		
Utilities: IVR/IWR Managed Service Fee		\$43,755
Utility Annual Service Fee Discount		(\$18,988)
Utilities: Inbound Call Bundle (320,000 calls)	\$0.40	\$128,000
Utilities: Outbound RCS Bundle (100,000 messages)	\$0.15	\$15,000
Permits: IVR/IWR Managed Service Fee		\$40,245
Permits Annual Service Fee Discount		(\$18,987)
Permits: Inbound Call Bundle (25,000 calls)	\$0.40	<u>\$10,000</u>
BUNDLE AND SERVICE FEE TOTAL		\$199,025
ANNUAL DISCOUNTS		
Utilities: Inbound Call Bundle (320,000 calls)	(\$0.15)	(\$48,000)
Permits: Inbound Call Bundle (25,000 calls)	(\$0.15)	<u>(\$3,750)</u>
DISCOUNTS TOTAL		(\$51,750)
BUNDLE AND SERVICE FEE TOTAL AFTER DISCOUNT		\$147,275
TOTAL FIRST YEAR COST		\$280,000

Required Items Not Included with Relay

- Required Existing Infor Hansen application database interface(API)
- Relay does not include merchant account provider or payment gateway costs or associated fees

Quote Notes

- Application Database Integration: Infor Hansen
 - A Standard Application Database is defined as an Application Database that exposes the needed data and transaction business rules via an API. All functionality listed in the Application Packs is contingent on the accessibility of the data and business logic from the Application Database via an API.
 - Integration to Hansen requires appropriate ports enabled within the City of Vancouver's network and VPN connectivity, as determined is necessary during the system implementation
- Payments: Relay can be integrated to either Forte or Paymentus for gateway & processing services
- Number of IVR Ports: 20 for Production IVR and 2 for Test IVR
- Telephone Number: IVR service requires a local-to-customer phone number. Selectron can either use an existing number provided by customer, or obtain and provide a number if needed.
- Call Definition: IVR Services are provided by the Call. A Call is defined as a successful completed connection. A Call can be up to 4 minutes in length, with each additional 4-minute period counted as an additional Call. Actions such as transfer that result in multiple connected circuits are counted on the per circuit basis and are measured for the duration of the connection including the time after a transfer occurs.

CONTRACT LENGTH

The following fully illustrates year over year pricing based on a 5-year commitment. *

5 YEAR CONTRACT

*Year over year pricing***

Retail

		Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Relay Platform Setup	\$169,500	\$50,850					\$50,850
Managed Environment Setup & Configuration	\$20,000	\$0					\$0
Utilities: New Modules	\$124,750	\$62,375					\$62,375
Permits: New Modules	\$39,000	\$19,500					\$19,500
Utilities: Annual Service Fee	\$48,131	\$43,755	\$45,943	\$48,240	\$50,652	\$53,184	\$241,774
Utility Annual Service Fee Discount		-\$18,988	-\$4,725	-\$6,930	-\$9,245	-\$11,676	-\$51,564
Utilities: Inbound Call Bundle (320,000 calls)	\$128,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$400,000
Utilities: Outbound RCS Bundle (100,000 messages)	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$75,000
Permits: Annual Service Fee	\$44,245	\$40,245	\$42,257	\$44,370	\$46,589	\$48,918	\$222,379
Permits Annual Service Fee Discount		-\$18,987	-\$4,725	-\$6,930	-\$9,246	-\$11,676	-\$51,564
Permits: Inbound Call Bundle (25,000 calls)	\$10,000	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$31,250
TOTAL	\$598,651	\$280,000	\$180,000	\$180,000	\$180,000	\$180,000	\$1,000,000

* All contracts including non-appropriations or termination for convenience without penalty will utilize Retail pricing.

** All discounted pricing based on the City using Forte or Paymentus for Credit Card Gateway & Processing for all Selectron applications.

- This agreement is a purchase, per the rates outlined above, for a 5-year period. Payment for all costs shall not exceed \$1,000,000 unless authorized in writing by the City, unless the Parties agree to additional scope in writing.

MANAGED SERVICES PAYMENT TERMS

Payment Terms

Receipt of Purchase Order by the Customer will constitute acceptance of the terms and conditions utilized in the Professional Services Agreement executed with the initial purchase of your interactive system.

Selectron Technologies expects payment to occur within 30 days of receipt of invoice unless otherwise agreed to in the contract or purchase order terms and conditions. All presented pricing is in US Dollars.

Setup and New Module Fees Payment Schedule

- 25% Invoiced at contract to procure hardware/rack space, etc.
- 25% Invoiced at execution of system design documents
- 30% Invoiced upon delivery of system to user
- 20% Invoiced at "System Go-Live."

"System Go-Live" shall be the earlier of: (a) final system acceptance by Licensee assuming Licensee has used commercially reasonable diligence and efforts to test functionality; or (b) upon live operation of any system component that would allow citizen use of the system; (c) 90 days from delivery of the system to Licensee provided that no material deficiencies (equivalent to Class A or Class B Errors as defined within Exhibit B) are reported to Selectron and remain unresolved by Selectron by the end of the 90-day period.

Annual Fees and Bundle Fees Payment Schedule

- 100% Due upon System Go-Live and then 45 days prior to next service year or upon reload of messages.

Any prepaid maintenance and support fees will be credited towards the first year of managed service fees. Subsequent service fees will be invoiced 45 days prior to beginning of next service year.

Outbound messages are purchased in annual call bundles. Calls, as defined by the agreement, that are not used rollover to the next qualifying renewal. The rollover calls from one period may only be used to offset overages in the next immediate period. If there are no overages from one period, the rollover calls from the prior period expire.

A qualifying renewal is one that is equal to or greater than the previous period. If customer chooses to reduce their annual plan renewal, rollover calls do not apply.

PremierPro On-going Support

An active Support and Maintenance Agreement and all applicable fees are required as qualification for the discounted pricing offered in this quote.

Taxes

Sales Tax or any other applicable taxes are **NOT** included in any of this proposal's pricing information. If taxes become applicable, these taxes will then need to be added to the proposed pricing.

Notices

All notices, invoicing and correspondence, with the City's contract number identified & the Projects Manager's (PM) name, are to be sent to:

Vendor Information

Selectron Technologies, Inc.
12323 SW 66th Avenue, Portland, Oregon
97223 Phone: 866.878.0048 | Fax: 03.443.2052

Licensee Information

City of Vancouver/IT Manager/(PM name), P.O. Box 1995, Vancouver, Washington 98668

EXHIBIT B
Service Level Agreement

This Exhibit provides the terms and conditions and service levels for Selectron's Hosting and Maintenance of the Licensed Software, including both the production and test servers.

1.0 DEFINITIONS

Any capitalized terms used in this Exhibit, "Hosting, Maintenance, and Technical Support," that are not defined below shall have the same meaning as defined in Section 1 of the Agreement. The following definitions are used only within this Exhibit and shall have the meaning stated herein only for application within this Exhibit.

"Basic Support Hours" shall mean Monday through Friday, 5:00 am to 5:00 pm Pacific Time, excluding United States federal holidays.

"Downtime" means minutes when the Licensed Software is unavailable.

"Emergency Maintenance" means Maintenance performed in response to a Force Majeure Event or with the aim to prevent an Error; Selectron shall notify the City as soon as possible, but no later than within two hours after commencement of Emergency Maintenance.

"Error" means any failure of the Licensed Software or the Service, as applicable, to conform in any material respect with the Documentation.

"Error Correction" means either a bug fix, patch, or other modification or addition that brings the Licensed Software or the Service, as applicable, into conformity with the Documentation.

"Maintenance" means Services provided by Selectron to the City to keep the System conforming to the Documentation and to respond to requests by the City.

"Priority A Error" means an Error that causes the Licensed Software or Services to be (i) severely impacted, resulting in a complete loss of Access or Use, or (ii) significantly degraded resulting from an essential element of the Licensed Software or Services being non-functional and materially unavailable to a material percentage of Authorized Users without a Workaround being available.

"Priority B Error" means an Error that (i) substantially degrades the performance of the System, (ii) materially restricts Customer's Use of the System, or (iii) causes the System to be materially unstable or have periodic interruptions over a sustained period of time.

"Priority C Error" means an Error that (i) causes only a minor impact on Customer's Use the System, (ii) causes a minor degradation not visible to Users, or (iii) that is cosmetic or otherwise not material to the essential functions of the System.

"Scheduled Maintenance" means the number of minutes that is scheduled for regular maintenance on the System, maintenance normally occurs weekly on any weekday between 09:00pm to 06:00am Pacific Time with a maximum planned Downtime of 240 minutes per month. Whenever possible the City will be provided advance written notice of Downtime relating to Scheduled Maintenance.

"System Availability" means the total number of minutes within the applicable month less any time designated by Selectron as planned Downtime.

“Scheduled Downtime” means Scheduled Maintenance, Customer Configuration Maintenance, and Emergency Maintenance.

“Unscheduled Downtime” means a System outage (other than those arising from Maintenance, Scheduled Maintenance, Emergency Maintenance, events of Force Majeure, or City systems or the City’s third party systems) that prevents City Users or the City’s end users from consummating transactions.

“Workaround” means with respect to any Error, the provision of a temporary repair used to bypass, mask or otherwise avoid the Error until a permanent repair is available.

2.0 ERROR REPORTING

- 2.1 Selectron shall provide Maintenance and Error Corrections to the Licensed Software and Services as required to keep the Licensed Software and Services performing in all respects to the Documentation, and to correct reported Errors that are diagnosed by the City. Selectron shall coordinate isolation and diagnosis of Errors, testing and repair work for the response, tracking, and resolution of all Errors.
- 2.2 Selectron shall provide Customer with telephone support twenty-four (24) hours per day, seven (7) days per week for the reporting of and response to Priority A Errors, and telephone support during Basic Support Hours for the reporting of Priority B and Priority C Errors.
- 2.3 When reporting an Error, the City will provide Selectron with sufficient explanation of the circumstances under which the Error occurred or is occurring, and the City shall reasonably classify the Error as a Priority A, B, or C Error.

3.0 ERROR RESPONSE AND RESOLUTION

- 3.1 Selectron shall use commercially reasonable efforts to correct Errors. Selectron shall provide a first response, first update and subsequent updates for each Error according to time periods described in the following table, in accordance with the priority level actually assigned by the City to such Error.

Incident	First Response	First Update	Subsequent Updates	Resolution
Priority A Error	1 hour	1 hour	Every 2 hours	Workaround within 24 hours; Error Correction within 48 hours, or other time as mutually agreed
Priority B Error	3 hours during Basic Support Hours	2 hours during Basic Support Hours	Every 2 hours during Basic Support Hours	Workaround within 48 hours; Error Correction within 5 Business Days, or other time as mutually agreed
Priority C Error	3 business days	5 business days	5 business days	Workaround within 6 Business Days; Error Correction within three weeks, or other time as mutually agreed

- 3.4 A response may be provided to the City by email. A status update on the Error may be provided by email or may be made available online, on a status website which has been communicated to the City. Each update shall include a description of (a) functionality affected; (b) the start time of the Error; and (c) current status of Error Correction.
- 3.5 If the Parties have a good faith dispute whether an Error is priority level B or C, the Parties shall negotiate in good faith, including escalation to their respective executives, for resolution within three (3) Calendar Days of notice of the dispute. The Parties, in their respective discretion, may mutually agree to an alternative dispute resolution process for prompt and discrete resolution of the Severity Level dispute.

4.0 SYSTEM AVAILABILITY

- 4.1 Selectron's goal for System Availability is set forth in the table below.

Service Level	Goal	Measure Start	Measure End
System Availability (24x7x365)	99.9%	First day of the month	Last day of the month

System Availability shall be measured over the period of each calendar month and calculated as set forth above. System Availability shall be measured on a pro-rated basis for the month of Acceptance.

- 4.2 Availability shall be calculated as a percentage using the following formula:

$$\text{System Availability} = \frac{(\text{total minutes in given month minus Unscheduled Downtime})}{\text{divided by total minutes in a given month}}$$

The System Availability and goal is for the production server only. The test server shall be considered independent and not calculated as part of System Availability.

- 4.3 In the event that the Error Response and Resolution parameters in Section 3.1 are not being met, the Parties agree to escalate the issue to their respective Executive teams, who will meet to discuss next steps and improvement measures.

5.0 BACK-UP

- 5.1 Selectron shall back up City data collected by Selectron on a periodic basis throughout the day, with a full backup performed nightly. On a weekly basis, Selectron shall verify such backups are complete, accurate, and accessible. The combination of incremental and daily backups will ensure that no more than twenty-four (24) hours of data loss will be incurred in the event of a disaster.
- 5.2 Within the primary datacenter, Selectron shall maintain redundancy for all required server, storage, data base, network, and Internet connectivity to prevent against disruption of the System due to a single hardware device or connectivity failure.

6.0 DISASTER RECOVERY

- 6.1 Disaster Recovery. In event that Selectron declares a "disaster" status (as described in Section 6.2 below), Selectron will use best efforts to restore the system at a secondary hosting site (either the current alternate collocation site or Selectron's own facilities) on a temporary basis. This effort

will take between 2 and 10 days and requires support from the City. As the solution is a complex system reliant on third party systems, Selectron's ability to restore the system will be limited to the elements within Selectron's immediate control. Examples of other systems that could delay restoration include the hosted backend database, the City's network, the regional and national telephone and internet backbones, as well as other interdependent systems.

- 6.2 Declaration of Disaster Status. Selectron will declare "disaster" status within one day of its reaching the reasonable belief that an event will cause a complete loss of Service for seventy-two (72) hours or more. At this time Selectron will contact the City to initiate a recovery plan. The City will be requested to provide direction on priority and availability of necessary assistance for restoration. Selectron will begin recovery efforts coordinated with the City's priorities for bringing systems back on line.

7. EXCEPTIONS

The terms of this Exhibit do not apply during the following times of exception:

- 7.1 Service outages beyond Selectron's immediate control, such as Force Majeure Events or an outage caused by the City, such as the City's permitting or utility databases being unavailable.
- 7.2 Outages following a scheduled Update or Upgrade of the Software, where the City did not participate in coordinated functional testing and the coordinated functional testing could have reasonably determined the issue.
- 7.3 Outages during the initial project implementation phase, or any subsequent major changes to the Software and/or Hosting environment that the City requests, or any major changes being made to the City's networks or systems.

8.0 LIMITATIONS

- 8.1 The terms and conditions of this Exhibit apply only to Services related to the production and test environments of the Licensed Software and Services in conformity with the Documentation.
- 8.2 Unless agreed to by the Parties in writing, this Exhibit does not apply to, and the City may not deploy to City's end users, the Licensed Software on beta, test and other pre-production release Hardware or operating systems.
- 8.2 Services provided by Selectron under this Exhibit do not include the restoration of data which has been modified or deleted by the City, the provision of additional training because of Updates to the Licensed Software, consulting and training regarding the Use of the Licensed Software or Services and the adjustment of interfaces within the City's systems.

EXHIBIT C

Statement of Work



Statement of Work

Relay

Utilities, Permitting

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1. Overview

This Statement of Work (SOW) outlines the services provided by Selectron Technologies, Inc. (Selectron) to Vancouver, WA (Vancouver or Customer). This SOW is in the context of Vancouver's move from Selectron's Gen4 solution to the Relay platform; from on-premise to Selectron's managed service; from CyberSource to Forte for payment processing. The features, functionality, and services are provided through Selectron Technologies' Relay communication platform (Relay).

1.1. Revision History

Version #	Details	Date
1.0	Initial Release	3/7/2019
1.1	Revisions per 4/23/2019 meeting	6/20/2019
1.2	Revisions	7/11/2019
1.3	Payment gateway revisions	10/8/2019

2. Functionality

This section details the functionality of each application included in Relay. All functions and features are dependent upon the accessibility of Vancouver's IPS application database to provide the given data to Relay.

2.1. The Relay Platform

Vancouver's solution is powered by Selectron's Relay platform. Relay is a multi-channel, multi-agency platform that is designed to connect customers, constituents, and field workers to government agencies and utilities. Relay offers interactive voice response (IVR), web, mobile, outbound, call center agent, and field worker capabilities all in a single platform.

The following sections detail the functionality that will be implemented for Vancouver. Additional channels, applications, and integrations that are not specified in this SOW are not included, but may be able to be added to the system under a supplemental statement of work. Please contact your Selectron representative for more details for additional functionality.

2.1.1. Application Packs and Channels

Vancouver's solution includes the following application pack and channels:

- Application packs:
 - Utility Pack
 - Permit Pack
- Channels:
 - IVR
 - Web
 - Outbound

2.2. Utility Pack

Vancouver will be configured with the Utility Pack. The Utility Pack offers Vancouver's customers with a central point of access for account management and payments. Citizens will be able to enter an account number and access account data and activities, including:

- Current balance owed
- Last billing date and amount (up to last 6)
- Last payment date and amount (up to last 6)
- Payment Processing – Credit Card and E-Check

In addition to the above, the following add on features are included with this implementation of the Relay Utility Pack:

- Manage User Name & Password – Web only
- Consumption and Usage History – Web Only
- Recurring Payments – IVR and Web
- Shopping Cart –Web
- Customer Profiles
 - Multiple utility accounts – Web
 - eBilling enrollment and management – IVR and Web
 - Display account holder's E-Bill enrollment status when user is logged into Relay Web (will require Vancouver interface assistance)
 - Username Authentication/Password Retrieval – Web Only
- Advanced Payments
 - Stored payment method – IVR and Web
 - Schedule future payment – IVR and Web

All account information is made available through an API to the IPS application database. For any of the features detailed below to function as described, data must be available in this database to be presented to users.

2.2.1. IVR Channel

The IVR Channel for the Utility Pack provides callers with an Interactive Voice Response (IVR) system for accessing account information and making payments over the phone.

Citizens can call the Utility IVR channel in order to hear account information and to make a payment. Citizens will access their account using an account number. The IVR validates this data against the IPS application database. Once the account is validated, the IVR will speak the service address, followed by the current balance owed and due date. During the kickoff phase of the implementation project, Selectron and Vancouver will need to determine the exact terminology and methodology around presenting 'current' and 'delinquent' amount due to the user. The caller will then be given the option of making a payment. If no payment is due, then the IVR will speak that there is currently no payment due.

Using the IVR, callers will also be presented with other options, as listed under Utility Pack, above.

Callers will also be able to transfer to an agent. If a caller requests a transfer, the IVR performs a transfer to a number specified by Vancouver.

2.2.2. Web Channel

The Web Channel for the Utility Pack provides users with a web system for accessing account information and making payments over the internet.

Citizens can log onto the web channel in order to view account information as well as make a payment. Citizens will validate their account using an account number and password. The Web Channel validates this data against the IPS database. Once the account is validated, the citizen will be able to view account information, including balance due and due date (if any). The total amount due includes an aggregate of current and delinquent amounts owed. The citizen will then be given the option of making a payment (if one is due).

Using the web channel, users will also be able to view other account information as listed under Utility Pack, above.

2.2.2.1. Responsive Design

The Web Channel for the Utility Pack includes a mobile-friendly responsive web site for accessing account information and making payments over the internet. Selectron targets a range of the most popular devices and form factors for responsive design – if Vancouver needs to support a specific device or form factor, additional development time and professional services may be required.

2.2.2.2. Hosted Web Certificate

Because this implementation includes a web application on a hosted environment, it is Vancouver's responsibility to provide Selectron with a certificate in order to deploy the web site under Vancouver's domain.

2.2.3. Add Ons

The following Add Ons are included with Vancouver's Utility Pack. These add ons provide additional functionality for the channel(s) purchased as part of this Relay solution.

2.2.3.1. Manage User Name & Password (Web Only)

Using the web channel, Relay Web for Utilities users can create a profile to associate with a utility account. The profile will include an email address and password as a two-factor login. The web system sends a confirmation email to the email login address and a user must respond to this email to activate the user profile. When a user attempts to claim a utility account, the user enters the desired account number and last four digits of social security number (if the utility billing system's interface does not support the return of SSN, the secondary piece of validation information will be agreed upon by the Vancouver and Selectron). A successful claim attempt results in the desired utility account becoming associated with the user profile. A user may associate multiple utility accounts with a single user profile.

When logged in using a user profile, a user may see a list of all utility accounts associated with the user profile. The user may select an individual utility account to view associated account information and perform self-service activities against that account. A utility account may be associated with more than one user profile.

2.2.3.2. Consumption and Usage History (Web Only)

Help account holders visually chart the utility consumption and usage figures from their monthly bills over a 12-month timespan.

2.2.3.3. Customer Profiles: Multiple Utility Accounts (Web Only)

Within their user profile, account holders will be able to manage multiple utility accounts for easy payments and usage monitoring, all with a single login.

2.2.3.4. Customer Profiles: eBilling Enrollment and Management (Web Only)

Perfect for “green” initiatives, offer your account holders who have created a Web profile the option of receiving their monthly bill digitally via email rather than a paper statement delivered via postal mail.

An account holder’s e-bill enrollment status will be displayed when a user is logged into the Relay web solution. This particular functionality will require Vancouver interface assistance.

2.2.3.5. Customer Profiles: Username Authentication/Password Retrieval (Web Only)

Assist account holders who have created a web profile in retrieving their username and resetting their password credentials, in case they are ever forgotten.

2.2.3.6. Advanced Payments: Stored Payment Method (IVR and Web)

After making a payment with credit card or eCheck, account holders will be asked whether they would like to store that payment method to their account for future use, eliminating the need to re-enter payment information during future payments.

2.2.3.7. Advanced Payments: Schedule Future Payment (IVR and Web)

Allow account holders to select a future date when they would like their payment applied.

2.2.3.8. **Advanced Payments: Recurring Payments (IVR and Web)**

After account holders make a payment and store a payment method (whether through the IVR or their Web profile), they will be presented with the option of signing up that account for recurring payments. During the signup process, users will select which stored payment method they would like the recurring payments applied to. Payments will be rendered on the bill due date.

2.2.3.9. **Advanced Payments: Shopping Cart (Web Only)**

Streamline the payment process by allowing users with a profile to group the account balances they would like to pay into a shopping cart for a single payment.

2.3. **Permit Pack (CED Permitting)**

Vancouver will be configured with the Relay Permit Pack. The Permit Pack offers Vancouver's customers with a central point of access for permit information and services. Callers will be able to enter a permit number and perform the following actions:

- Contractor Menu
 - Access inspection results
 - Permit based messaging
 - Insert Contractor Message as .wav file into IPS Attachment Catalogue (will require Vancouver interface assistance)
 - Schedule/reschedule inspections
 - Cancel inspections
 - Hear site address for the permit – IVR Only
 - Payment Processing – Credit Card and E-Check
- Inspector Menu
 - Post inspection results – IVR Only
 - Post correction codes – IVR Only
 - Leave Message for contractor – IVR Only

In addition to the above, the following add on features are included with this implementation of the Relay Permit Pack:

- 24 Month Inspection Results History
- Plan Review Status
- Utility Activation

All permit, inspection, and/or code information is made available through an API to the IPS application database. For any of the features detailed below to function as described, data must be available in this database to be presented to users.

2.3.1. IVR Channel

The IVR Channel for the Permit Pack provides callers with an Interactive Voice Response (IVR) system for accessing and posting permit information. The IVR offers functionality in the form of a Contractor Menu and an Inspector Menu.

Using the Contractor Menu, a contractor can enter a permit number to access permit information and functions. Upon entering a valid permit number, the user can schedule, reschedule, and/or cancel inspections. After an inspection has been scheduled/rescheduled/canceled, the caller will receive a confirmation number. Additionally, contractors can use the IVR to access inspection results, including any associated correction codes and descriptions. A payment module integrated with the Relay application would allow the user to pay permit fees and related inspector fees. The payment module payment types would vary depending on the application database and payment gateway. A payment module on a Permit Pack may incur additional integration costs. Finally, the contractor can access messages left for them by an inspector, or leave a message for an inspector.

Using the Inspector Menu, accessible via a hidden main menu option, an inspector can enter a permit number to post inspection results via the IVR. When posting results, the caller will need to enter a valid Inspector PIN number (or some other validation number to be determined during implementation). The PIN can be determined by Vancouver, but must be validated by the IPS database.

When posting results, inspectors can add correction codes as well as leave a message for the contractor. Messages for contractors will be inserted as a .wav file into the IPS Attachment Catalogue. This will require Vancouver interface assistance.

If desired, callers can be given the option to transfer to an agent. If a caller requests a transfer, the Relay IVR performs a transfer to a number specified by Vancouver.

2.3.2. Web Channel

The Web Channel for the Permit Pack provides users with a web system for accessing permit information, posting/obtaining inspection results, and scheduling over the internet.

Citizens can log onto the web channel in order to view permit information and scheduling tools. Citizens will need to enter a permit number to access the site. The Web Channel validates this data against the IPS database. Once validated, the user can

view permit status information and pay permitting fees and make scheduling updates, including scheduling, cancelling, and rescheduling inspections.

Additionally, inspectors can use the Web Channel to post inspection results, including adding correction codes. Users can also access inspection results via the Web Channel, including result status and correction codes.

Using the web channel, users will also be able to request other permit information as listed under Permit Pack, above.

2.3.2.1. Responsive Design

The Web Channel for the Permit Pack includes a mobile-friendly responsive web site for accessing permit information and making scheduling changes over the internet. Selectron targets a range of the most popular devices and form factors for responsive design – if Vancouver needs to support a specific device or form factor, additional development time and professional services may be required.

2.3.2.2. Hosted Web Certificate

Because this implementation includes a web application on a hosted environment, it is Vancouver's responsibility to provide Selectron with a certificate in order to deploy the web site under Vancouver's domain.

2.3.3. Add Ons

The following Add Ons are included with Vancouver's Permit Pack. These add ons provide additional functionality for the channel(s) purchased as part of this Relay solution.

2.3.3.1. 12 Month Inspection Results History – IVR and Web

After accessing inspection results, users can view up to 12 months of inspection results history. The history can be for a specific inspection or for all inspections associated with a permit. If requested via the IVR, this information will be emailed to the user, assuming a valid email is tied to the caller.

2.3.3.2. Plan Review Status – IVR and Web

Users can request their plan review status after entering a permit number and site address. The user will be able to hear the department stop, the review status for each stop, and the date completed for each stop. IVR users can request an email to receive additional notes associated with each stop.

2.3.3.3. **Utility Notification**

Upon approval of final inspections, Relay will automatically notify the proper utility companies to turn on services at the address on the permit.

The following functionality applies to the Utility Notification:

- Log item in IPS when Utility Notification is sent to utility of record (will require Vancouver interface assistance)

2.4. **Relay Cloud Services Outbound**

Relay Cloud Services (RCS) Outbound provides Vancouver with a multi-channel outbound communication platform capable of sending Voice, SMS, and email messages to citizens. Two kinds of notifications can be sent: Targeted Notifications, which include dynamic account data and are designed to be sent to specific recipients; and Static Notifications, which do not include customer-specific data and are designed as more 'general information' style messaging. Static Notifications can be designed and recorded by Vancouver staff using the Relay Portal.

Vancouver's RCS Outbound will include targeted notification messaging in the following language(s): English.

Dynamic Notifications require development and are designed during the implementation process. This project includes the following Dynamic Notifications:

- Bill Delinquency
- Impending Shutoff

2.4.1. **Bill Delinquency Notification**

The Delinquency Notification is used to warn citizens that their account is delinquent. It includes the following customer-specific data: account number, delinquent amount, and due date.

2.4.2. **Impending Shutoff Notification**

The Impending Shutoff Notification is used to warn citizens that their account will be shut off very soon. It presents the following customer-specific data: account number, delinquent amount, due date, and shutoff date.

2.4.3. **Expired Permits Notification**

The Expired Permits Notification contacts permit holders about their expiring and expired permits. It includes the following information: the permit number and the expiration, or expired, date. The date and time of notification delivery, relative to the expiration date, can be configured during the implementation process to fit the Customer's business rules.

When an Expired Permits Notification is sent to a permit holder, an item will be logged in IPS. This functionality will require Vancouver interface assistance.

2.4.4. Static Notifications

Vancouver will be able to send Customer-defined static notifications to citizens via phone, email, or SMS text. Vancouver is responsible for defining and configuring these notifications, which can be done via the Relay Portal. Training for configuring and recording static notifications will be provided at the end of the implementation process.

2.5. Builder

Relay Builder allows users to create and update call distribution flows within the web-based Relay Portal. Through step-by-step call flow construction, users guide callers to the information they need.

With Builder, Vancouver can add nodes and menus for:

- Spoken information
- Document requests
- Transfers to departments or representatives

2.6. Payment Processing

The following solutions in this SOW that will be configured to accept credit card and e-check payments are:

- Relay IVR for Permits
- Relay Web for Permits
- Relay IVR for Utilities
- Relay Web for Utilities

Relay utilizes a PA-DSS-Verified payment system that **does not** retain any cardholder data. Vancouver's Relay solution supports both one-time payments and the option to store payment information within a user profile.

2.6.1. Payment Amounts

Relay can be configured during the application design phase to allow account holders to perform the following:

- Only pay the amount due
- Pay the partial amount due
- Make an overpayment

2.6.2. Payment Posting

Depending on vendor API support, Relay can be configured during the application design phase to post payments in the following manner.

- Post payment amount as a credit to the account balance in real-time (vendor API support required)
- Post payment amount as a lock-box credit, requiring manual/automated back-end reconciliation to the account balance
- Post payment amount to a flat file, requiring manual/automated back-end reconciliation to the account balance

2.6.3. Payment Processing

Vancouver will continue with Bank of America's Merchant Services for payment processing. Relay interacts with Forte as the solution's payment gateway to provide payment functionality. As such, Relay integrates to Forte's AGI payment APIs, and Forte acts as the payment gateway. As such, no cardholder data is stored within Relay. Vancouver will be able to take payments from citizens via the following payment methods:

- Credit Card
- E-Check

2.6.4. Credit Card

The interactive solution accepts Visa®, MasterCard®, Discover®, and American Express®. Vancouver can elect to accept all or a subset of these card types. Any credit card types not accepted by Vancouver will not be accepted by the solution. When taking a payment, Relay verifies the credit card number and expiration date. For more security, Vancouver can choose to verify the card holder's zip code and/or security code. All credit card transactions are sent through the designated payment gateway.

2.6.5. E-Check

Users wishing to pay via E-Check will need to enter their bank routing number and bank account number. All E-Check transactions are sent through the designated payment gateway.

3. System Integration

Depending on the implemented features, Relay requires varying levels of integration with other Vancouver components. These are described in the following sections.

3.1. Application Database Interfaces

It is anticipated that Selectron will be integrating with Vancouver's IPS application database. All data-based interactivity on the solution is reliant upon data being available via the application vendor APIs.

During the implementation phase, if data elements are identified as necessary but are not available via the included APIs, the project will be impacted. This may affect the implementation timeframe and will result in additional professional services fees.

3.2. Payment Gateway Interfaces

Relay will integrate to Forte as the payment gateway for the solution described in this SOW. Selectron uses a PA-DSS validated system for integration to payment gateways. Integration to Forte, as the payment gateway, initiates the collection and reconciliation of the payments being gathered by the department. For payment processing, Vancouver will continue with Bank of America's Merchant Services.

The following payment processing fees and services are not covered by the purchase of the application:

- Transaction fees
- Merchant accounts
- Third-party payment processing services, fees, and software

4. Deployment Model

This implementation of Relay will be deployed in Selectron's single-tenant Relay Managed Services environment.

Relay Managed Services is a single-tenant hosted application, located in Selectron's local hosting facility. Selectron's hosting facility is a co-located data center featuring keyed entry and individual server locks for security. With a Managed Services solution, Selectron owns all hardware and is responsible for security, ongoing maintenance, and proactive support.

Vancouver's solution is licensed for:

- Two (2) inbound VoIP/SIP IVR test ports allowing for up to two concurrent calls
- Twenty four (24) inbound VoIP/SIP IVR ports allowing for up to twenty concurrent calls
- 320,000 annual inbound calls for Relay Utilities
- 100,000 outbound messages for RCS Outbound
- 25,000 annual inbound calls for Relay Permits
- Four (4) Web VM Licenses to support expected concurrent web users

4.1. Hosted IVR Access

For optimal user experience and telecom usage, it is recommended that callers access the hosted IVR by dialing directly into the hosted solution using a local Vancouver 10-digit number, which will be provided by Selectron. If Vancouver elects to have calls routed through your phone system first before connecting to the IVR, two customer telecom channels may be tied up during the duration of the entire call, and callers may experience a decrease in call quality.

5. Administrative Tasks

This section details administrative tasks that can be performed in order to manage Relay. All system administration for Relay is handled through the Relay Portal web application. An administrator from Vancouver will be provided with user credentials for the Relay Portal application during the implementation process. Additional users can be created by the administrator as needed. Permissions can be assigned on a per-user basis; permissions govern the functionality available to a given user.

The Relay Portal provides Vancouver administrators with a single platform for viewing system usage and health, running reports, and configuring various system settings. The Relay Portal is supported on all modern, “evergreen” browsers including: Chrome, Firefox, IE10+, Microsoft Edge, and Safari.

5.1. Run System Reports

Vancouver administrators will be able to run system reports via the Relay Portal. Reports that can be run by the administrator include:

- Payment Summary
- Payment Detail
- Payment By Day
- Call Statistics
- Call Activity
- Call Detail
- Web Statistics
- Web Activity
- Web Detail
- Email Activity
- Outbound Campaign Summary
- Outbound Campaign Detail
- Inspector Posting Activity Report
- Inspections Summary Report
- System Status

5.2. Schedule Outbound Campaigns

Using the Relay Portal, administrators can create, edit, schedule, and review outbound campaigns made using Relay Outbound. This includes selecting the type of notification, the date/time of delivery, and (for static notifications) the configuration of the message.

The administrator will also need to upload a contact list in .csv format for the notification. The exact formatting of the .csv file will vary depending on the notification being scheduled. Selectron will provide Vancouver with example .csv files for the configured notifications included in this project, as well as assistance in generating the outbound call list.

6. Responsibilities

6.1. Selectron Technologies, Inc.

This section outlines Selectron Technologies' responsibilities regarding service initiation and operation.

6.1.1. Provide Project Management

Selectron Technologies assigns a Project Manager to the service implementation. The Project Manager is the Customer's primary contact at Selectron Technologies and coordinates all necessary communication and resources.

6.1.2. Provide Documentation

The Project Manager provides the Customer with the following documents to help facilitate the service implementation process:

- Implementation Questionnaire- gathers critical information needed to setup and initiate the service. This includes information on the toll-free numbers, call volume, APIs, account validation information, and the types of payments being gathered.
- Remote Access Questionnaire- details information needed by Selectron Technologies to remotely access the Customer's network and application database, prior to system initiation, to allow for complete system testing.
- Implementation Timetable- details project schedule and all project milestones.
- Quality Assurance Test Plan- assists the Customer in determining that the interactive solution is functioning as specified in the Contract.
- Service Acceptance Sign-off Form- indicates that the Customer has verified service functionality.

6.1.3. Develop Channel Design

The Project Manager works with the Customer to develop and complete the following portions of channel design:

- IVR call flow design
- Web customization elements
- Outbound messaging configuration

Software development cannot begin until these design elements are completed and approved by the Customer.

6.1.4. Perform Quality Assurance Testing

Selectron Technologies thoroughly tests all applications and integration points prior to initiation, ensuring system functionality. This includes data read from and written to the application database and the general ability for a customer to successfully access live data and complete a transaction.

6.1.5. Provide Installation and Administrative Training

Selectron will provide remote training for the Relay solution. All installation is handled by Selectron technical staff at our remote hosting facility.

6.1.6. Provide Marketing Materials

Selectron Technologies provides marketing collateral that the Customer can use to promote the interactive solution to citizens. Marketing collateral includes a poster, tri-fold brochure, and business card; standard templates for each item are used. Collateral is provided to the Customer in PDF format (original Adobe InDesign files are provided upon request).

Marketing collateral will be provided for each department included in this project. Selectron Technologies' Project Manager will assist in gathering the correct information to be displayed on the marketing collateral. Information displayed includes the following:

- IVR phone number(s)
- Web addresses
- Department logo (preferably in EPS format)
- Department address
- A description of functionality
- Additional contact/informational phone numbers
- Samples: where to find account/ permit/ case numbers, etc.

Any changes to the collateral that do not include the items listed above (e.g., design changes to the template) are billed on a time and materials basis. Any changes to the marketing materials after final delivery are also billed on a time and materials basis.

6.1.7. Interface Upgrades

After service initiation, Vancouver's IPS database application may release new updates to their application or its interface. Upgrading the Relay interface to be compatible with any Vancouver application database (or other application database software) may require professional services outside the scope of this service.

6.2. Vancouver, WA

This section outlines the Customer's service implementation and maintenance requirements and responsibilities.

6.2.1. Return Questionnaires and Information

Selectron Technologies' Project Manager provides Vancouver with an implementation questionnaire. The implementation questionnaire must be returned prior to developing the call flow design and the implementation timetable.

6.2.2. Provide Customer Specific Information

The following information should be supplied to Selectron Technologies, in conjunction with the Implementation Questionnaire, to help create a precisely integrated product. For further clarification on the format and detail of the following data, refer to the Implementation Questionnaire or contact your Selectron Technologies' Project Manager.

- Street names
- Observed holidays
- Extensions used for transfer functions
- Utility account numbering scheme
- Validations used for receiving payment on a utility bill
- Permit status codes and types
- Inspection types and descriptions
- Validations used for scheduling an inspection
- Correction codes and descriptions
- Permit numbering scheme

6.2.3. Approve Channel Configuration

The Customer is responsible for approving the application design developed by Selectron Technologies' Project Manager. This includes reviewing:

- Call flow for the IVR solution
- Web customization elements
- Outbound messaging format

Once the channel design(s) have been approved, software development begins.

6.2.4. Provide Remote Network Access to Application Database(s)

In order to fully test the interactive solution, Selectron Technologies requires access to Vancouver's application database(s) prior to installation. The Customer will help facilitate communication between Selectron and the database vendor.

6.2.5. Provide System Access

Selectron Technologies requires access to the Customer's network and database/system. Changing or deleting access accounts could lead to disruption in service for the interactive solution and/or Selectron Technologies' ability to provide timely support. Please notify Selectron Technologies immediately if the accounts for the Application Database, payment gateway or network are modified. Vancouver is responsible for providing Selectron with appropriate application database and payment gateway network access as defined in the System Integration section.

6.2.6. Confirm Service Functionality

Vancouver, WA has 30 calendar days after service initiation to verify the functionality of the interactive solutions. Within the 30-day system acceptance period the Customer should test system functionality using the provided Quality Assurance Test Plan. Additionally, the System Acceptance Sign-off form must be sent to Selectron Technologies' Project Manager within this period.

6.2.7. Contact Customer Support

Anytime the Customer requests a significant change to their Selectron interactive solution, an authorized contact from the agency must provide acknowledgement to Selectron's Customer Support Department. A significant change is a modification that will A) change system behavior, B) allow users to change the system, or C) allow access to protected data.

EXHIBIT D
SELECTRON TECHNOLOGIES, INC.
END USER LICENSE AGREEMENT

This End User License Agreement (this “**EULA**”) is part of a Master Services and Hosting Agreement (the “**Master Agreement**”) between Selectron Technologies, Inc., an Oregon corporation (“**Selectron**”, “**we**”, “**our**”, or “**us**”) and the person or entity identified in the Master Agreement as the Licensee purchasing Services from us (“**Licensee**”). This EULA governs use by Licensee and all natural persons to whom Licensee provides access to the Licensed Software (each, an “**Authorized User**”). In this EULA, unless the context clearly indicates otherwise, all references to “**you**,” or “**your**” means both the Licensee and the Authorized User. All capitalized terms used but not defined in this EULA have the meanings given to them in the Master Agreement.

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- (b) Will be subject to the terms and conditions of the Master Agreement and this EULA; and

(c) Must include all trademark, copyright, patent and other intellectual property rights notices contained in the original.

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(a) Use the Licensed Software beyond the scope of the license granted in the Master Agreement and Section 2 of this EULA;

(b) Copy all or any portion of the Licensed Software, except as expressly permitted in Section 2 of this EULA;

(c) Decompile, disassemble, decode, or otherwise reverse engineer the Licensed Software, or any portion thereof, or determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Licensed Software or any portion thereof;

(d) Modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or any part thereof;

(e) Provide any other person, including any subcontractor, independent contractor, affiliate, service provider, or other employee of Licensee, with access to or use of the Licensed Software, except as expressly permitted by the Master Agreement or this EULA;

(f) Distribute, disclose, market, rent, lease, lend, sell, timeshare, sublicense, assign, distribute, pledge, publish, transfer or otherwise make available the Licensed Software or any features or functionality of the Licensed Software, to any third party for any reason, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service, except as expressly permitted by the Master Agreement or this EULA;

(g) Use the Licensed Software for the commercial or other benefit of a third party;

(h) Permit the Licensed Software to be used for or in connection with any facility management, service bureau, or time-sharing purposes, services, or arrangements, or otherwise used for processing data or other information on behalf of any third party;

(i) Remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices, legends, symbols, or labels appearing on or in the Licensed Software, including any copy thereof;

(j) Perform, or release the results of, benchmark tests or other comparisons of the Licensed Software with other software or materials;

(k) Incorporate the Licensed Software or any portion thereof into any other materials, products, or services, except as expressly permitted by the Master Agreement or this EULA;

(l) Use the Licensed Software for any purpose other than in accordance with the terms and conditions of this EULA and the Master Agreement.

(m) Use the Licensed Software in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems, including (i) power generation systems; (ii) aircraft navigation or communication systems, air traffic control systems or any other transport management systems; (iii) safety-critical applications, including medical or life-support systems, vehicle operation applications or

any police, fire or other safety response systems; (iv) military or aerospace applications, weapons systems or environments;

(n) Use the Licensee Data or the Licensed Software in any way that is fraudulent, misleading, or in violation of any applicable laws or regulations (including federal, state, local, and international laws and regulations), including but not limited to export or import control laws, information privacy laws, and laws governing the transmission of commercial electronic messages; or

(o) Use the Licensed Software for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to Selectron's commercial disadvantage.

5. Collection and Use of Information. Selectron may, directly or indirectly through the services of others, including by automated means and by means of providing maintenance and support services, collect and store information regarding your use of the Licensed Software, its performance, the equipment through which the Licensed Software accessed and used, such as dates and times of use by each Authorized User, activities conducted using the Licensed Software, the type of web browser used to access the Licensed Software, the operating system/platform you are using, your IP address, and your CPU speed. You agree that the Selectron may use such information for any purpose related to the Licensed Software, including but not limited to improving the performance of the Licensed Software, developing Updates, and verifying compliance with the terms of this Agreement and enforcing Selectron's rights, including all intellectual property rights in and to the Licensed Software.

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7. Login Credentials. You, the Authorized User, shall not share or disclose your log-in credentials with or to any other individual or entity, even if such other individual is also an Authorized User. If you discover or suspect that log-in credentials of any Authorized User have been accessed or used by anyone other than the individual to whom such log-in credentials were originally granted, you will promptly notify Selectron, and Selectron shall promptly reset or provide Licensee with a means of resetting the password associated with such log-in credentials.

8. Export Regulation. The Licensed Software may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Licensed Software to, or make the Licensed Software accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Licensed Software available outside the US.

9. Governing Law. This EULA shall be governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Washington .



Staff Report 101-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/12/2021
7/19/2021

SUBJECT Impact Fee Vesting Amendments

Key Points

- The purpose of impact fees is to ensure that adequate facilities are available to serve new growth and development, and to promote orderly growth and development by requiring that new development pay a proportionate share of the cost of new facilities needed to serve growth.
- VMC Section 20.915.020 currently calculates the impact fee for new development projects at preliminary plat approval or site plan approval. In practice this results in holding fees static for up to three years (potentially more if extensions are approved) until building permits are issued.
- In the context of the budget adoption last fall and more recently related to multiple requests from developers to adjust school impact fees (SIF), members of the development community expressed interest in an ordinance that would eliminate the vesting of all impact fees in order to collect the most current fees at the time a building permit is issued. City Council has since expressed interest in the same.

Strategic Plan Alignment

Goal 1: Ensure our built environment is one of the safest, most environmentally responsible and well maintained in the Pacific Northwest.

Goal 4: Ensure that Vancouver's parks and trails system is the highest quality and most complete in the region.

Goal 10: Use our influence to support community partners' actions, projects and initiatives that improve our community's livability and prosperity.

Present Situation

In the context of the budget adoption last fall and more recently related to multiple requests from developers to adjust school impact fees (SIF), City Council has expressed interest in considering an ordinance that would eliminate the vesting of all impact fees in order to collect the most current fees at the time a building permit is issued.

On November 16, 2020, the City Council approved an ordinance relating specifically to park impact fee adjustments, amending Vancouver Municipal Code Sections 20.915.050 and 20.915.100, and changing the method and timing of fee adjustments. In addition to the approved amendments City staff proposed amending other sections of VMC 20.915 including:

- VMC 20.915.020: the timing of when impact fees are calculated and due and payable; and
- VMC 20.915.070: the removal of the impact fee determination provision that currently vests project impact fees for 1 year upon applicant request.

The above noted code sections were not included as part of the overall park impact fee adjustments considered by Council in the recent biennial budget process, in order to provide for additional stakeholder outreach.

Additionally, within the last year the City has received three separate requests from multi-family developments to adjust the Evergreen School District school impact fee (SIF) rate. The primary reason for the requests was the SIF for multi-family development decreased by approximately 50% per multi-family unit as part of the update to the 2019-2015 Evergreen Public School Capital Facilities Plan (CAP).

City Council approved all three requests but directed staff to review the City's municipal code regarding the timing of calculating and collecting impact fees. The City also received feedback from Evergreen School District and the proponents of the SIF reduction requests that they would support a code change to bring the timing of the impact fee assessment and collection closer together for development projects.

This item went before the Planning Commission as a workshop item on February 23, 2021, and as a public hearing item on May 11, 2021. At the workshop on February 23 there was consensus among the Planning Commission that calculating impact fees at preliminary plat or site plan approval and allowing the impact fees to vest for three years is not conducive to accurately collecting the true cost of facility improvements at the time the building permit is issued. Several Planning Commissioners encouraged staff to explore calculating impact fees at the time of building permit *application* instead of building permit *issuance*.

Based on the feedback received from the Planning Commission, the Building Industry Association, the Southwest Washington Contractor's Association, school districts and City Parks, Transportation and Development Review staff, the timing of calculating the impact fees has been adjusted from building permit issuance to building permit application. Based on staff's review of permit activity from 2020 approximately 90% of all building permit applicants subject to payment of impact fees were issued their building permit within the same calendar year. Given the high percentage of building permits issued within one year of application, staff is supportive of calculating impact fees at building permit application. Calculating fees at this point in the process would be a fair representation of the true cost of facility improvements. It also provides the

applicant with a high level of certainty as to what the actual permit costs will be by the time the building permit is ready for issuance. Impact fee estimates can still be provided to applicants at site plan and plat plan approval with the caveat that these are merely estimates based on the current fee amounts and the actual impact fees will be calculated at building permit application.

The proposed amendment would be applicable to school, transportation and park impact fees. Representatives of the PIF, TIF and SIF programs are equally supportive of removing the vesting of impact fees in order to keep fees as current as possible to meet the intent of state legislation to serve future development. The proposed removal of impact fee vesting would not be retroactive, and therefore, would not apply to projects currently vested in the project review process by Preliminary Plat or Site Plan approval. Projects that are vested under current code provisions of Preliminary Plat and Site Plan Review approval would remain vested for three-years from their approval date, after which the impact fees that are in effect at the time of building permit issuance shall apply.

VMC 20.915.070.C Calculation of Impact Fee allows the development approval authority setting the impact fee, upon application by the developer supported by studies and data, to reduce or eliminate such fee. The City Council is the authority that sets the impact fees. The City is not proposing amending this section in its entirety but is proposing minor revisions to 20.915.070 that include:

- Requiring reduction requests be reviewed at staff level (i.e.; CED Director, Parks Director, or Public Works Director) therefore not requiring a public hearing. This is consistent with other jurisdictions regionally.
- More specificity on what is required to be provided by the developer to demonstrate the adopted formulas or methodologies do not accurately reflect the cost of the system improvements generated by their proposed development

The proposed amendments to VMC 20.915 would direct impact fees to be calculated at building permit application based on the rates in effect at that time. The impact fees would be due and payable at building permit issuance. All impact fees would be required to be recalculated for building permit applications that have not been issued within one year of application.

This policy is consistent with multiple jurisdictions surveyed, including Camas and Washougal and others throughout the state – none of which have shown any decline in growth as a result.

On May 11, 2021, the Planning Commission unanimously approved staff's recommendation to approve the proposed text changes to VMC 20.915.

Review Criteria and Findings

Vancouver Municipal Code 20.285.070 provides the approval criteria for comprehensive plan or zoning code text amendments:

A. Text amendments to the comprehensive plan or VMC Title 20 zoning standards shall demonstrate the following:

1. The proposal is consistent with applicable policies of the Vancouver strategic plan and

comprehensive plan; and

2. The proposal is necessary to further the public interest based on present needs and conditions.

Applicable Vancouver Comprehensive Plan Policies

CD-9 Compatible uses: Facilitate development that minimizes adverse impacts to adjacent areas, particularly neighborhoods.

PFS-3 Impact fees: Establish and maintain policies and regulations, including traffic, park and school impact fees, to ensure new development pay for a proportionate share. Impact fees should be reduced or eliminated for low-income housing developments.

PFS-33 Parks coordination: Plan for parks, trails, open spaces and recreational services in coordination with other local and regional public agencies and private entities. Facilitate provision of lands and/or impact fees for parks as part of the development review process.

Staff Findings

The proposed amendments to VMC 20.915 Impact Fees are consistent with the Vancouver Strategic Plan, Vancouver Comprehensive Plan and other applicable laws, and the public interest. The proposed amendments further Comprehensive Plan policy PFS-3 by ensuring new development pay for a proportionate share of the cost of facility improvements that most accurately reflect the cost of the improvement. Additionally, ensuring new developments pay a proportionate share will help enable the City to develop high quality parks and trail systems that help improve our community's livability and prosperity which align with Strategic Plan Goals 1, 4 and 10.

Advantage(s)

1. Approving the text amendments would ensure new development pay for a proportionate share of the cost of facility improvements that most accurately reflect the cost of the improvements.
2. Ensuring new developments pay a proportionate share will help enable the City to develop high quality parks, trails and roadway systems that help improve our community's livability and prosperity which align with Strategic Plan Goals 1, 4 and 10.

Disadvantage(s)

None

Budget Impact

No City budget impact.

Prior Council Review

Briefing to City Council on June 21, 2021.

Action Requested

On Monday, July 12, 2021, approve the ordinance on first reading, setting date of second reading and public hearing for Monday, July 19, 2021.

Jason Nortz, Development Review Manager, 360-487-7844

ATTACHMENTS:

- ▣ Ordinance
- ▣ Impact Fee Amendments

07/12/21
07/19/21

ORDINANCE NO. M-_____

AN ORDINANCE of the City of Vancouver relating to Title 20, Land Use and Development, of the Vancouver Municipal Code (VMC), amending Chapter 20.915 titled “Impact Fees” to prospectively remove the vesting of impact fees, calculate impact fees at the time of building permit application, collect impact fees at the time of building permit issuance, and allow impact fee reduction requests to be reviewed at staff level based on specified criteria; provide for severability; and provide for an effective date.

WHEREAS, the Growth Management Act established impact fees as the funding tool provided to cities and counties to ensure adequate roads, schools, parks, open space, and fire protection services; and

WHEREAS, the City of Vancouver adopted VMC Chapter 20.915 to imposes impact fees on development pursuant to the authority of RCW Chapter 82.02 in order to meet the demands of future growth; and

WHEREAS, the current method of calculating and vesting impact fees is not conducive to accurately collecting the true cost of facility improvements at the time of building permit issuance; and

ORDINANCE - 1

WHEREAS, the purpose of impact fees is to ensure that adequate facilities are available to serve new growth and development and to promote orderly growth and development by requiring that new development pay a proportionate share of the cost of new facilities needed to serve growth; and

WHEREAS, these texts amendments comply with the approval criteria for comprehensive plan or zoning code text amendments required for VMC Title 20 under VMC Section 20.285.070; and

WHEREAS, pursuant to the State Environmental Policy Act (SEPA) and WAC 197-11, the City of Vancouver as lead agency determined that the proposed amendments will not have a probable significant adverse impact on the environment and published notice of the Determination of Nonsignificance (DNS) in The Columbian with a 14-day public comment period that expired on April 21, 2021 with no comments received; and

WHEREAS, the Planning Commission reviewed the proposed text changes to the Impact Fee Code at a public workshop on February 23, 2021, and at public hearing on May 11, 2021, following which public hearing the Planning Commission voted unanimously to recommend adoption of these amendments to City Council; and

WHEREAS, these text amendments are consistent with the Vancouver Strategic Plan, the Vancouver Comprehensive Plan, other applicable laws, and the public interest; and

WHEREAS, City Council held a first reading of this Ordinance on July 12, 2021, and held a second reading and public hearing on July 19, 2021, following which the Council adopted the Planning Commission recommendations;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

ORDINANCE - 2

Section 1. Findings.

A. The current method of calculating and vesting impact fees is not conducive to accurately collecting the true cost of facility improvements at the time of building permit issuance.

B. The purpose of impact fees is to ensure that adequate facilities are available to serve new growth and development and to promote orderly growth and development by requiring that new development pay a proportionate share of the cost of new facilities needed to serve growth.

C. In accordance with the requirements of VMC Chapter 20.285 governing text amendments, the following text amendments are: (a) consistent with applicable policies of the Vancouver Strategic Plan and Comprehensive Plan; and (b) are necessary to further the public interest based on present needs and conditions.

Section 2. Section 20.915.020 of the Vancouver Municipal Code, originally adopted by Ordinance M-3643 and last amended by Ordinance M-4325, Section 3, is amended in its entirety to read as follows:

20.915.020 Applicability.

A. Uniform applicability. This Chapter shall be uniformly applicable to development that occurs within a designated service area or overlay service areas.

B. For pre-development permit issuance. No building permit shall be issued for a development in a designated service area or overlay service area as defined in this Chapter unless the impact fee is calculated and ~~imposed~~paid pursuant to this Chapter.

C. For new development requiring a building permit ~~approval of a development~~
~~(i.e., written authorization from the City authorizing development activities)~~ the impact fee(s)

shall be calculated at time of building permit application. Impact fees shall be due and payable at the time the building permit is issued and due and payable at the time of building permit issuance or development approval, as applicable, except as provided in Section 20.915.075. For various types of development. For single-family and duplex residential subdivisions and short subdivisions hereinafter approved, the per lot impact fee shall be calculated at the time of preliminary subdivision plat or short subdivision plat approval, noted on the face of the final plat, and imposed on a per lot basis at the time of building permit application. For new multi-family and nonresidential development hereafter approved, the impact fee shall be calculated at the time of site plan approval or building permit application if the proposed development is not sufficiently defined to permit such calculation. Notwithstanding the foregoing, the fee shall be re-calculated for building permit applications filed more than three years following the date of the applicable preliminary subdivision plat, preliminary short subdivision plat or site plan approval. Notwithstanding the foregoing, all impact fees shall be recalculated for building permit applications that have not been issued within one year.

~~D. For preliminary plats. For development not necessitating or having been previously granted preliminary subdivision plat, preliminary short subdivision plat or site plan approval, the impact fee shall be calculated and imposed at the time of building permit application.~~

~~D. E. For development not requiring a building permit. For development not requiring a building permit, the impact fee shall be calculated and imposed at the time of site plan approval. For development not requiring a building permit. For development not requiring a building permit (e.g., approval of a change in use of a building or land), the impact fee shall be calculated and imposed at the time of the associated development approval.~~

FE. For manufactured home parks. For manufactured home parks, the impact fee shall be calculated and imposed at the time of site plan approval.

F. All impact fees shall be calculated using the impact fee rates in effect at the time of calculation.

Section 3. Section 20.915.070 of the Vancouver Municipal Code, originally adopted by Ordinance M-3643 and last amended by Ordinance M-4172, Section 1, is amended in its entirety to read as follows:

A. For residential and nonresidential development. The impact fee for a nonresidential development shall be computed by applying the traffic impact fee formula set out in Section [20.915.040](#) VMC. The impact fee for a residential development shall be computed by applying the traffic impact fee, park impact fee and school impact fee formulae set out in Sections [20.915.050](#) VMC and [20.915.060](#) VMC, combining the results, provided that the school impact fee component shall not apply to housing which by restrictive covenant is exclusively for persons sixty-two years of age or older.

B. For mixed uses. If the development for which approval is sought contains a mix of uses, the impact fee must be separately calculated for each type of use.

C. Criteria to reduce or eliminate impact fees. ~~The development approval authority setting the impact fee, upon application by the developer supported by studies and data, may reduce or eliminate such fee if it is shown that:~~An administrative appeal may be considered by the Director of Community and Economic Development to reduce or eliminate impact fees by submittal of an application prior to the payment of fees. Appeals shall be reserved for unusual circumstances which make the standard impact fee as applied to the development unreasonable.

Upon receipt of an application for any such appeal, the City shall distribute a written notice of appeal and a copy of the supporting studies and data required below to the office, department, or school district responsible for the applicable capital facilities for which the impact fee is imposed. The appeal must be supported by reasonable studies and data provided by the applicant showing that:

1. The formulae or method contained in Sections [20.915.040](#), [20.915.050](#) or [20.915.060](#) VMC to calculate the fees do not accurately reflect ~~traffic, park, or school~~ impacts the cost of system improvements that are reasonably related to the service demands and needs of, respectively a particular development; or

2. ~~Due to unusual circumstances:~~

a. ~~Facility improvements identified for the applicable service area are not reasonably related to the proposed development; or~~

b. ~~Such facility improvements will not reasonably benefit the proposed development.~~

3. The current development proposal implements a concomitant rezone agreement, development agreement or other development approval pursuant to which public facilities identified in the capital facilities plan were dedicated or constructed, and which are of benefit to the community at large and which fall within the definition of system improvements. The appellant shall have the burden of producing and presenting studies and data that clearly shows the basis and substantiation of the appeal upon submittal. Appeals shall be reviewed by means of a Type I procedure, pursuant to VMC 20.210.020. Impact fees may be paid under protest in order to obtain a permit or approval of development activity.

~~D. Request for impact fee determination. Prior to making an application for a building permit, an applicant upon payment of the applicable fee may request an impact fee determination from either the Parks or Public Works department, which determination shall be based upon information supplied by the applicant sufficient to permit calculation of the impact fee. The impact fee determination shall be binding upon the city for a period of one (1) year unless there is a material change in the development proposal, the capital facilities plan or this chapter.~~

~~E. Impact fee collection. Except as provided for in Section , the impact fee imposed under this chapter shall be due and payable at the time of issuance of a building permit, or final site plan approval when no building permit is required for the development.~~

Section 4. Section 20.915.080 of the Vancouver Municipal Code, originally adopted by Ordinance M-3643 and last amended by Ordinance M-4154, Section 3, is amended in its entirety to read as follows:

20.915.080 Impact Fee Exemptions, Reductions, and Waivers.

A. Exemptions from impact fees. The following developments shall be exempt from the requirement for payment of impact fees: publicly operated elementary, middle, junior high and senior high schools, and administrative, maintenance and other facilities of a school district and facilities of an Educational Service District.

B. Exemption or waiver from impact fees for low income housing pursuant to RCW 82.02.060(2). Pursuant to RCW 82.02.060(2), the Review Authority may grant a total or partial exemption or waiver from impact fees for housing developments containing up to three dwelling units and qualifying as low-income housing as defined in this Chapter, to be owned and

occupied by, or leased to, low-income persons. Requests for exemption and/or waiver for four or more dwelling units must be approved by the City Council. No such impact fee exemption and/or waiver shall be granted for any low-income housing that has been granted a property tax exemption pursuant to VMC 3.22, Multi-family Tax Abatement. Any such exemption or waiver shall be subject to:

1. Provision being made for payment of the impact fee from public funds other than impact fee accounts; and

2. Adequate documentation that the housing meets appropriate standards regarding household income, rent levels, sales price, location, and number of units;

C. Alternative exemption from impact fees for low-income housing pursuant to RCW 82.02.060(3). Pursuant to RCW 82.02.060(3), the City Council may grant an alternative exemption for low-income housing under this Subsection C. No such impact fee exemption and/or waiver shall be granted for any low-income housing that has been granted a property tax exemption pursuant to VMC 3.22, Multi-Family Tax Abatement.

1. The City Council may either:

- a. Grant a partial exemption of not more than eighty percent of impact fees, in which case there is no requirement to pay the exempted portion of the fee from public funds other than impact fee accounts; or

- b. Provide a full waiver, in which case the remaining percentage of the exempted fee must be paid from public funds other than impact fee accounts; and

2. Compliance with all of the requirements of Subsection D of VMC 20.915.080 is required.

D. An exemption for low-income housing granted under Subsection B or C of this section must comply with all of the following conditions:

1. The developer shall record a covenant with the Clark County Auditor.

The covenant must:

a. Prohibit using the property for any purpose other than for low-income housing.

b. Require that if the property is converted to a use other than for low-income housing, the property owner must pay the applicable impact fees in effect at the time of conversion.

c. Define low-income housing as housing for which the monthly housing expense is no greater than thirty percent of eighty percent of the median family income adjusted for family size for Clark County, Washington, as reported by the United States Department of Housing and Urban Development.

2. When the City grants an exemption for low-income housing granted under Subsection B or C of this section, it may not collect revenue lost through the granting of the exemption by increasing impact fees unrelated to the exemption.

3. A school district that receives school impact fees collected by the City must consent in writing prior to City approval of any exemption from school impact fees granted under Subsection B or C of this section. Failure of a school district to provide consent in writing to the City within 30 days of the school district's receipt of written request for approval ~~by~~from the City shall constitute disapproval of the requested exemption.

E. Reduction in traffic impact fees for qualifying businesses. To promote business development, the Review Authority may grant a reduction of traffic impact fees as specified in Table 20.915.080-1 below for businesses which meet all of the following requirements:

1. The business owner shall commit, through a Development Agreement approved by City Council, to locate a number of new employees that coincides with the TIF incentive in Table 20.915.080-1. Such new employees shall locate to the City within the first year of the business obtaining an occupancy permit; and

2. The median salary of all company employees to be located shall, at a minimum, coincide with the specified percent of median individual income in Table 20.915.080-1. Median individual income shall be based on the most recent available information from US Department of Housing and Urban Development for the Portland-Vancouver MSA at the time of the Development Agreement approval; and

3. If the owner or developer of the property or building is not the business locating within the eCity, documentation shall be submitted to the City that satisfactorily demonstrates that the business received the benefit of the fee reduction rather than the owner or developer; and

4. The business shall provide the eCity with such documentation and access to records as needed to verify satisfaction of the foregoing requirements. In the event that the business fails to satisfy any of the requirements criteria, the business shall pay to the eCity the amount of the fee reduction together with interest at the statutory rate provided for at RCW 19.52.010 upon demand.

The eCity shall make provision for payment of the impact fee reduction to the transportation impact fee account from public funds other than impact fee accounts.

ORDINANCE - 10

Table 20.915.080-1 Business Development TIF Incentive			
Median Salary of All Business Employees		Minimum Employees	TIF Benefit
1.	200% of Median Individual Income	200	25% TIF reduction, up to \$100,000
2.	150% of Median Individual Income	250	25% TIF reduction, up to \$100,000
3.	125% of Median Individual Income	300	25% TIF reduction, up to \$100,000
4.	200% of Median Individual Income	400	50% TIF reduction, up to \$200,000
5.	150% of Median Individual Income	500	50% TIF reduction, up to \$200,000
6.	125% of Median Individual Income	600	50% TIF reduction, up to \$200,000

This provision shall be operative until December 31, 2020 unless renewed by City Council.

F. Criteria for calculating impact fees. The impact fee for an exempt or waived development shall be calculated as provided for in this Chapter and paid with public funds;

except that there is no requirement to pay the exempted portion of the fee from public funds other than impact fee account for a partial exemption of not more than eighty percent of impact fees that has been approved under Subsection C of VMC 20.915.080. Such payment may be made by including such amount(s) in the public share of system improvements undertaken within the applicable service area. If an impact fee(s) is waived, the Review Authority, pursuant to Section 20.915.070 VMC, or state law may determine whether a public share-contribution or a reduced public-share contribution is required.

Section 5. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid by a court of competent jurisdiction for any reason, such declaration shall not affect the validity or constitutionality of the remaining parts of this ordinance.

Section 6. Effective Date and Notice. This ordinance shall become effective thirty (30) days after passage by the City Council. The City Clerk is directed to publish a summary hereof including the title at the earliest possible publication date.

Read first time: July 12, 2021

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

ORDINANCE - 12

Read second time: July 19, 2021

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2021.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 13

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE amending Chapter 20.915 of the Vancouver Municipal Code, titled “Impact Fees” applicable to school, transportation, and park impact fees that prospectively removes the vesting of impact fees, calculates impact fees at the time of building permit application, collects impact fees at the time of building permit issuance, and allows impact fee reduction requests to be reviewed at staff level based on specified criteria. This Ordinance amends VMC Section 20.915.020 and VMC Section 20.915.070 to change the substantive text, and amends VMC Section 20.915.080 to provide clarity and consistency in the Code.

This summary provides a brief description of the main points of the ordinance. The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at (360) 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

Attachment A

20.915.010 Purpose.

Reasons for impact fees. It is the purpose of this Chapter to ensure that adequate facilities are available to serve new growth and development, and to promote orderly growth and development by requiring that new development pay a proportionate share of the cost of new facilities needed to serve growth. In addition, it is also the purpose of this Chapter to ensure that impact fees are imposed through established procedures and criteria so that specific developments do not pay arbitrary fees or duplicate fees for the same impact. (Ord. M-3643, 01/26/2004)

20.915.020 Applicability.

A. *Uniform applicability.* This Chapter shall be uniformly applicable to development that occurs within a designated service area or overlay service areas.

B. For pre-development permit issuance. No building permit shall be issued for a development in a designated service area or overlay service area as defined in this Chapter unless the impact fee is calculated and ~~imposed due paid~~ pursuant to this Chapter.

C. ~~For new development requiring a building permit approval of a development (i.e., written authorization from the City authorizing development activities) such , the impact~~ the impact fee(s) shall be calculated at time of building permit application. Impact fees shall be due and payable at the time the building permit is issued and due and payable at the time of building permit issuance or development approval, as applicable, except as provided in Section 20.915.075. and Section 20.915.020 (D). For various types of development. For single-family and duplex residential subdivisions and short subdivisions hereinafter approved, the per lot impact fee shall be calculated at the time of preliminary subdivision plat or short subdivision plat approval, noted on the face of the final plat, and imposed on a per lot basis at the time of building permit application. For new multi-family and nonresidential development hereafter approved, the impact fee shall be calculated at the time of site plan approval or building permit application if the proposed development is not sufficiently defined to permit such calculation. Notwithstanding the foregoing, the fee shall be re-calculated for building permit applications filed more than three years following the date of the applicable preliminary subdivision plat, preliminary short subdivision plat or site plan approval. Notwithstanding the foregoing, all impact fees shall be recalculated for building permit applications that have not been issued within one year

D. ~~For preliminary plats. For development not necessitating or having been previously granted preliminary subdivision plat, preliminary short subdivision plat or site plan approval, the impact fee shall be calculated and imposed at the time of building permit application.~~

Attachment A

~~DE. For development not requiring a building permit. For development not requiring a building permit, the impact fee shall be calculated and imposed at the time of site plan approval.~~ For development not requiring a building permit. For development not requiring a building permit (e.g., approval of a change in use of a building or land), the impact fee shall be calculated and imposed at the time of the associated development approval.

~~FE.~~ For manufactured home parks. For manufactured home parks, the impact fee shall be calculated and imposed at the time of site plan approval. (Ord. M-3643, 01/26/2004)

F. All impact fees shall be calculated using the impact fee rates in effect at the time of calculation.

20.915.030 Establishment of Development Service Areas.

A. *General.* Service areas, which may vary by type of public facility, are established as shown on the Park Impact Fee Technical Document and Vancouver Transportation Impact Fees Program Technical Document, which are incorporated herein by reference.

B. *Service areas and fees.* Such areas will provide a nexus between those paying the fees and receiving the benefits to ensure that those developments paying impact fees receive substantial benefits.

C. *Establishment of overlay service areas.* Overlay service areas may be established for system improvements identified in the capital facilities plan which are:

1. Designed to serve geographic areas whose boundaries are not generally contiguous with established service areas; or
2. Designed to serve more than one established service area; or
3. Where a system improvement is designed to serve an established service area, or service areas, but is located partly or entirely outside of the city or urban growth area, and provides a substantial benefit to the assigned service area. Properties within this type of overlay service area are not subject to city impact fees to the extent those properties are outside the city.

D. *Factors affecting service areas.* Additional or revised service areas may be designated by the city council upon consideration of the following factors:

1. The Comprehensive Plan;
2. Standards for adequate public facilities incorporated in the capital facilities plan;

Attachment A

3. The projections for full development as permitted by land use ordinances and timing of development;
4. The need for and cost of un-programmed capital improvements necessary to support projected development; and
5. Such other factors as the city council may deem relevant.

E. *Service areas and urban growth boundaries.* Service areas adjoining an urban growth boundary shall automatically be adjusted to conform to any change in such boundary. (Ord. M-4181 § 1, 11/07/2016; Ord. M-4107 § 2, 12/01/2014; Ord. M-3933 § 3, 11/16/2009; Ord. M-3643, 01/26/2004)

20.915.040 Traffic Impact Fee.

A. *Formula.* The impact fee component for roads shall be calculated using the following formula:

$$\text{TIF} = \text{F} \times \text{T} \times \text{A}$$

1. "TIF" means the traffic impact component of the total development impact fee.
2. "F" means the traffic impact fee rate per vehicle trip in dollar amounts, for each service area. Such rate shall be established in the Traffic Impact Fee Program Technical Document, incorporated herein by this reference, for each service area by estimating the cost of anticipated growth-related roadway projects divided by the projected number of growth-related trips within that service area. Between major program updates, the calculated per trip fee will be adjusted annually to account for inflation using the Engineering News Record Construction Cost Index for Seattle, and as outlined in the Traffic Impact Fee Program Technical Document.
3. "T" means the trips generated by a proposed development and calculated according to the Traffic Impact Fee Program Technical Document. The calculation of "T" described in the Traffic Impact Fee Program Technical Document includes, for some retail commercial land uses, a "business enhancement factor (BEF)" adjustment. Refer to the Traffic Impact Fee Program Technical Document for land uses eligible for the BEF. In the absence of a land use code precisely fitting the development proposal, the director of public works or designee shall select the most similar code and may make appropriate adjustments to the trip equation applicable thereto. In selecting the appropriate land use code and in making adjustments thereto, the Review Authority shall be guided by the most recent edition of the Trip Generation Manual, Institute of Transportation Engineers.
4. "A" means an adjustment for the portion of anticipated additional tax revenues resulting from a development which is prorated to system improvements contained in the capital facilities plan. Such adjustment for traffic impacts is determined to be 15%, so that "A" equals 85%. (Ord. M-4107 § 3, 12/01/2014; Ord. M-3643, 01/26/2004)

Attachment A

20.915.050 Park Impact Fee.

A. *Formula.* The impact fee component for parks shall be calculated using the following formula:

$$\text{PIF} = F \times U$$

1. “PIF” means the parks impact component of the total development impact fee.
2. “F” means the parks impact fee rate per unit of housing, either single-family or multi-family residential, as applicable, for each service area. Such rate shall be established in the parks impact fee program technical document, incorporated herein by this reference, for each service area by estimating the cost of anticipated growth-related parks projects. Between major program updates, the calculated per unit fee will be adjusted annually to account for inflation using the Seattle-Bellevue-Tacoma CPI-U Index, as reported by the Bureau of Labor Statistics, and as outlined in the parks impact fee program technical document.
3. “U” means the number of units, either single-family or multi-family, whichever is applicable, consistent with a proposed development.

B. Current park impact fee rates shall be as set forth in Table 915.050-1:

Table 20.915.050-1.

Year	Park District	Single-Family (SF)	Multi-Family (MF)
January 1, 2021	A, B, C	\$2,819	\$2,060
January 1, 2022	A, B, C	\$3,523	\$2,575

C. At least one copy of the park impact fee technical document adopted by the city council including the current park impact fee schedule as calculated thereunder, shall be filed in the office of the city clerk for use and examination by the public. (Ord. M-4181 § 2, 11/07/2016; Ord. M-4080 § 5, 07/07/2014; Ord. M-3933 § 4, 11/16/2009; Ord. M-3663 § 22, 08/02/2004; Ord. M-3653 § 3, 05/03/2004 and 5; Ord. M-3643, 01/26/2004)

20.915.060 School Impact Fee.

A. *Plan adoption.* In order for the city to collect School Impact Fees on behalf of a school district, said school district’s capital facilities plan shall be adopted as a portion of the City of Vancouver’s Comprehensive Plan in accordance with the provisions of this section.

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B. *Plan submittal.* In conjunction with mandated Comprehensive Plan updates, a school district requesting impact fees shall submit to the City Planning Commission a capital facilities plan adopted by the school board and consisting of the following elements:

1. A standard of service which identifies the program year, class size by grade span, number of classrooms, types of facilities, and other factors identified by the school district.
2. The district's capacity over the next six years based upon an inventory of the district's facilities either existing or under construction and the district's standard of service.
3. A forecast of future needs for school facilities based upon the district's enrollment projections.
4. At least a six-year financing plan component, updated as necessary to maintain at least a six-year forecast period, for financing needed school facilities within projected funding levels.
5. Application of the formula set out in Section [20.915.060\(F\)](#) VMC based upon information contained in the capital facilities plan. Separate fees shall be calculated for single-family and multi-family types of dwelling units, based upon the student generation rates determined by the district for each type of dwelling unit. If insufficient information is available for a district to calculate a multi-family student generation rate, a county-wide average shall be utilized. For purposes of this chapter, manufactured homes and each unit of a duplex shall be treated as single-family dwellings.

C. *Planning Commission review.* The Planning Commission shall review a school district's capital facilities plan or plan update in accordance with the provisions of this Subsection.

1. *Factors.* The Planning Commission shall consider:
 - a. Whether the district's forecasting system for enrollment projections appears reasonable and reliable;
 - b. Whether the anticipated level of state and voter-approved funding appears reasonable and historically reliable;
 - c. Whether the district appropriately applied the formula set out in Section [20.915.060\(F\)](#) VMC.
2. *Public hearing.* In the event the district or the Planning Commission on its own motion proposes to modify the school impact fee, the Planning Commission shall not make its recommendation until holding a duly advertised public hearing on the proposal.
3. *Recommendation.* The Planning Commission may request a school district to review and to re-submit its capital facilities plan or update consistent with the provisions of this section. The Planning Commission shall submit an annual report to the board for each school district for which school impact fees are collected.

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D. *Council action.* No new or revised school impact fees shall be effective until adopted by the council following a duly advertised public hearing to consider the school district's capital facilities plan or plan update.

E. *Inter-local agreement.* School Impact Fees shall not become effective until the school district has entered into an inter-local agreement provided for in Section [20.915.100](#) VMC.

F. *Formula.* The impact fee component for schools shall be separately calculated for each participating school district using the following formula:

$$\text{SIF} = \{(\text{CS} \times \text{SF}) - (\text{SM}) - (\text{TC}) - (\text{FC})\} \times \text{A}$$

1. SIF means the school component of the total development impact fee.
2. CS means the cost of the improvements for each type of facility listed in the school district's capital facilities plan less the cost to cure existing overcapacity divided by the capacity of the improvement. Type of facility means elementary school, middle school and high school. The development cost by service area is shown in Table 20.915.060-1.
3. *SF means student factor.* The student factor is the number of students typically generated from one residential unit for each type of school facility.
4. *SM means state match.* State match is the amount received from the state toward school construction costs. The state match component of the formula is that amount representing the per student amount of state matching funds. This is calculated for each type of facility as: student factor times Boeckh Index (average annual construction cost of a school facility per square foot) times square-foot standard per student established by the Superintendent of Public Instruction times state match percentage (that percentage of the total cost of a school facility funded by state funds). The state match for each school district shall be calculated annually.
5. *TC means tax credit.* This is calculated as:

$$\text{TC} = \frac{(1+i)^{20} - 1}{i(1+i)^{20}} \times (\text{AAV}) \times (\text{SPTL})$$

- a. AAV means the average assessed value for the dwelling per single family unit.
 - b. SPTL means the current school district capital property tax levy rate.
 - c. *i* means the current interest rate as stated in the Bond Buyer Twenty Bond General Obligation Bond index.
6. *FC means facilities credit.* This is the value of any improvements listed in a school district's capital facilities plan provided by the developer.

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7. A means an adjustment for the portion of anticipated additional tax revenues resulting from a development that is prorated to system improvements contained in the capital facilities plan. The adjustment for school impacts is determined to be 85%.

Table 20.915.060-1 School District Impact Fees		
School District	Single-Family	Multi-Family
Battle Ground	\$6,397	\$2,285
Camas	\$5,371	\$5,371
Evergreen	\$6,432	\$3,753
Vancouver	\$2,880.75	\$2,381.93

(Ord. M-4223 § 4, 12/04/2017; Ord. M-4147 § 4, 12/07/2015; Ord. M-3994 § 5, 11/07/2011; Ord. M-3959 § 45, 07/19/2010; Ord. M-3952 § 1, 04/05/2010; Ord. M-3951 § 1, 04/05/2010; Ord. M-3909 § 1, 12/15/2008; Ord. M-3854 § 1, 11/19/2007; Ord. M-3785 § 2, 12/18/2006; Ord. M-3736 § 1, 02/27/2006; Ord. M-3730 § 34, 12/19/2005; Ord. M-3663 § 23, 08/02/2004; Ord. M-3653 § 2, 05/03/2004; Ord. M-3643, 01/26/2004)

20.915.070 Calculation of Impact Fee.

A. For residential and nonresidential development. The impact fee for a nonresidential development shall be computed by applying the traffic impact fee formula set out in Section [20.915.040](#) VMC. The impact fee for a residential development shall be computed by applying the traffic impact fee, park impact fee and school impact fee formulae set out in Sections [20.915.050](#) VMC and [20.915.060](#) VMC, combining the results, provided that the school impact fee component shall not apply to housing which by restrictive covenant is exclusively for persons sixty-two years of age or older.

B. For mixed uses. If the development for which approval is sought contains a mix of uses, the impact fee must be separately calculated for each type of use.

C. *Criteria to reduce or eliminate impact fees.* ~~The development approval authority setting the impact fee, upon application by the developer supported by studies and data, may reduce or eliminate such fee if it is shown that:~~

~~An administrative appeal may be considered by the Director of Community and Economic Development respective approval authority to reduce or eliminate impact fees by submittal of an application prior to the payment of fees. Appeals shall be reserved for unusual circumstances which make the standard impact fee as applied to the development unreasonable, unfair or unjust in specific cases such as nursing homes and memory care facilities to ensure that impact fees are imposed fairly.~~ Upon receipt of an application for any such appeal,

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the City shall distribute a written notice of appeal and a copy of the supporting studies and data required below to the office, department, or school district responsible for the applicable capital facilities for which the impact fee is imposed.

The appeal must be supported by reasonable studies and data provided by the applicant showing that:

1. The formulae or method contained in Sections 20.915.040, 20.915.050 or 20.915.060 VMC to calculate the fees do not accurately reflect ~~traffic, park, or school impacts~~ the cost of system improvements that are reasonably related to the service demands and needs of, respectively a particular development; or

2. ~~Due to unusual circumstances:~~ _____

~~a. Facility improvements identified for the applicable service area are not reasonably related to the proposed development; or~~

~~b. Such facility improvements will not reasonably benefit the proposed development.~~

3. The current development proposal implements a concomitant rezone agreement, development agreement or other development approval pursuant to which public facilities identified in the capital facilities plan were dedicated or constructed, and which are of benefit to the community at large and which fall within the definition of system improvements.

The appellant shall have the burden of producing and presenting studies and data that clearly shows the basis and substantiation of the appeal upon submittal. Appeals shall be reviewed by means of a Type I procedure, pursuant to VMC 20.210.020. Impact fees may be paid under protest in order to obtain a permit or approval of development activity.

~~D. Request for impact fee determination. Prior to making an application for a building permit, an applicant upon payment of the applicable fee may request an impact fee determination from either the Parks or Public Works department, which determination shall be based upon information supplied by the applicant sufficient to permit calculation of the impact fee. The impact fee determination shall be binding upon the city for a period of one (1) year unless there is a material change in the development proposal, the capital facilities plan or this chapter.~~

~~E. Impact fee collection. Except as provided for in Section , the impact fee imposed under this chapter shall be due and payable at the time of issuance of a building permit, or final site plan approval when no building permit is required for the development. (Ord. M 4172 § 1, 08/15/2016; Ord. M 4107 § 5, 12/01/2014; Ord. M 3643, 01/26/2004)~~

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20.915.075 Additional provisions for Deferral of Impact fees for Single-Family Housing.

A. Prior to issuance of single-family detached or attached residential building permits, an application may be submitted for deferral of payment of full impact fees until scheduling of final building inspection by the City. For these purposes “attached single-family” shall be limited to common-wall housing with no more than one unit per legal lot.

B. The amount of impact fees deferred shall be determined by the fees in effect at the time the applicant applies for a deferral. “Applicant” as defined in this section shall include an entity that controls the applicant, that is controlled by the applicant, or is under common control with the applicant.

C. An impact fee deferral application must be submitted for each parcel to be developed. This application shall include:

1. Administrative fees as specified under VMC [20.180](#).
2. A locally recorded impact fee deferral lien against the property involved, granted to the City of Vancouver in the amount of the deferral. The deed shall be signed by all owners of the property, with signatures acknowledged as required for a deed. The deed shall be binding on all successors, and subordinate to one mortgage for construction of the property granted by the impact fee deferral applicant.
3. The deferral period shall not exceed a period of 18 months from issuance of the building permit, at which time any deferred impact fees shall be due.
4. Upon receipt of all deferred impact fees, the City of Vancouver shall execute release of the lien for the property. The property owner at that time shall be responsible for recording the release, at their expense.
5. The City of Vancouver may institute foreclosure proceedings for unpaid impact fees due. For unpaid School Impact Fees, School Districts may also institute foreclosure proceedings if the City of Vancouver has not done so within 45 days after receiving notice from the District requesting initiation of such proceedings. (Ord. M-4172, Added, 08/15/2016, Sec 2)

20.915.080 Impact Fee Exemptions, Reductions, and Waivers.

A. *Exemptions from impact fees.* The following developments shall be exempt from the requirement for payment of impact fees: publicly operated elementary, middle, junior high and senior high schools, and administrative, maintenance and other facilities of a school district and facilities of an Educational Service District.

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B. Exemption or waiver from impact fees for low income housing pursuant to RCW [82.02.060\(2\)](#). Pursuant to RCW [82.02.060\(2\)](#), the Review Authority may grant a total or partial exemption or waiver from impact fees for housing developments containing up to three dwelling units and qualifying as low-income housing as defined in this Chapter, to be owned and occupied by, or leased to, low-income persons. Requests for exemption and/or waiver for four or more dwelling units must be approved by the City Council. No such impact fee exemption and/or waiver shall be granted for any low income housing that has been granted a property tax exemption pursuant to VMC [3.22](#), Multi-family Tax Abatement. Any such exemption or waiver shall be subject to:

1. Provision being made for payment of the impact fee from public funds other than impact fee accounts; and
2. Adequate documentation that the housing meets appropriate standards regarding household income, rent levels, sales price, location, and number of units;

C. Alternative exemption from impact fees for low-income housing pursuant to RCW [82.02.060\(3\)](#). Pursuant to RCW [82.02.060\(3\)](#), the City Council may grant an alternative exemption for low-income housing under this Subsection C. No such impact fee exemption and/or waiver shall be granted for any low income housing that has been granted a property tax exemption pursuant to VMC [3.22](#), Multi-family Tax Abatement

1. The City Council may either:
 - a. Grant a partial exemption of not more than eighty percent of impact fees, in which case there is no requirement to pay the exempted portion of the fee from public funds other than impact fee accounts; or
 - b. Provide a full waiver, in which case the remaining percentage of the exempted fee must be paid from public funds other than impact fee accounts; and
2. Compliance with all of the requirements of Subsection D of VMC [20.915.080](#) is required.

D. An exemption for low-income housing granted under Subsection [B](#) or [C](#) of this section must comply with all of the following conditions:

1. The developer shall record a covenant with the Clark County Auditor. The covenant must:
 - a. Prohibit using the property for any purpose other than for low-income housing.
 - b. Require that if the property is converted to a use other than for low-income housing, the property owner must pay the applicable impact fees in effect at the time of conversion.
 - c. Define low-income housing as housing for which the monthly housing expense is no greater than thirty percent of eighty percent of the median family income adjusted for family size for Clark

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County, Washington, as reported by the United States Department of Housing and Urban Development.

2. When the City grants an exemption for low-income housing granted under Subsection [B](#) or [C](#) of this section, it may not collect revenue lost through the granting of the exemption by increasing impact fees unrelated to the exemption.
3. A school district that receives school impact fees collected by the City must consent in writing prior to City approval of any exemption from school impact fees granted under Subsection [B](#) or [C](#) of this section. Failure of a school district to provide consent in writing **to the City** within 30 days of **the school district's receipt of** written request for approval **by** **from the City** shall constitute disapproval of the requested exemption.

E. *Reduction in traffic impact fees for qualifying businesses.* To promote business development, the Review Authority may grant a reduction of traffic impact fees as specified in Table 20.915.080-1 below for businesses which meet all of the following requirements:

1. The business owner shall commit, through a Development Agreement approved by City Council, to locate a number of new employees that coincides with the TIF incentive in Table 20.915.080-1. Such new employees shall locate to the City within the first year of the business obtaining an occupancy permit; and
2. The median salary of all company employees to be located shall, at a minimum, coincide with the specified percent of median individual income in Table 20.915.080-1. Median individual income shall be based on the most recent available information from US Department of Housing and Urban Development for the Portland-Vancouver MSA at the time of the Development Agreement approval; and
3. If the owner or developer of the property or building is not the business locating within the city, documentation shall be submitted to the City that satisfactorily demonstrates that the business received the benefit of the fee reduction rather than the owner or developer; and
4. The business shall provide the city with such documentation and access to records as needed to verify satisfaction of the foregoing requirements. In the event that the business fails to satisfy any of the requirements criteria, the business shall pay to the city the amount of the fee reduction together with interest at the statutory rate provided for at RCW [19.52.010](#) upon demand.

The city shall make provision for payment of the impact fee reduction to the transportation impact fee account from public funds other than impact fee accounts.

Table 20.915.080-1 Business Development TIF Incentive		
Median Salary of All Business Employees	Minimum Employees	TIF Benefit

Table 20.915.080-1 Business Development TIF Incentive			
Median Salary of All Business Employees		Minimum Employees	TIF Benefit
1.	200% of Median Individual Income	200	25% TIF reduction, up to \$100,000
2.	150% of Median Individual Income	250	25% TIF reduction, up to \$100,000
3.	125% of Median Individual Income	300	25% TIF reduction, up to \$100,000
4.	200% of Median Individual Income	400	50% TIF reduction, up to \$200,000
5.	150% of Median Individual Income	500	50% TIF reduction, up to \$200,000
6.	125% of Median Individual Income	600	50% TIF reduction, up to \$200,000

This provision shall be operative until December 31, 2020 unless renewed by City Council.

F. *Criteria for calculating impact fees.* The impact fee for an exempt or waived development shall be calculated as provided for in this Chapter and paid with public funds; except that there is no requirement to pay the exempted portion of the fee from public funds other than impact fee account for a partial exemption of not more than eighty percent of impact fees that has been approved under Subsection C of VMC [20.915.080](#). Such payment may be made by including such amount(s) in the public share of system improvements undertaken within the applicable service area. If an impact fee(s) is waived, the Review Authority, pursuant to Section [20.915.070](#) VMC, or state law may determine whether a public share-contribution or a reduced public-share contribution is required. (Ord. M-4154 § 3, 01/04/2016; Ord. M-4108 § 1, 12/01/2014; Ord. M-3643, 01/26/2004)

20.915.090 Impact Fee Credits.

A. For the developer. The developer shall be entitled to a credit against the applicable impact fee as follows:

1. The developer shall be entitled to a credit against the applicable impact fee for the fair market value of any dedication of land for and reasonable documented construction costs acceptable to the City associated with the improvement to, or new construction of any system improvements provided by the developer that

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are identified in the capital facilities plan and that are required by the City as a condition of approval to the development proposal against which the impact fee is assessed.

2. No credit shall be given for project improvements as defined under VMC [20.150](#).

3. *Traffic Impact Fee Credit*. Effective June 3, 2015 (effective date of ordinance), the maximum traffic impact credit shall be in the amount of the impact fee applicable to the development proposal against which the impact fee is assessed. The credit shall be applied to the impact fee as calculated for the development proposal against which the impact fee is assessed and shall not exceed the impact fee due.

4. *Street Project Assessment Reimbursement Contract for Excess Costs*. If a developer has incurred costs for street project system improvements in excess of the amount of the traffic impact fee applicable to the development proposal against which the impact fee is assessed, the developer may apply to the City for a street project assessment reimbursement contract pursuant to VMC Chapter [11.10](#).

5. *Existing traffic impact fee credits*. TIF credits that existed prior to June 3, 2015 (effective date of ordinance) shall be utilized consistent with the provisions of the TIF Program Technical Document. The value and ownership of such TIF credits as of June 3, 2015 (effective date of ordinance) shall be documented by a list thereof published by the City and distributed by US mail to the last known addresses of said owners on June 3, 2015 (effective date of ordinance).

B. *Traffic Impact Fee reduction*. The developer may be provided a TIF reduction pursuant to Section [20.550.050\(A\)](#) VMC.

C. *Traffic Impact Fee Credit for the developer*. Additionally, the developer may be provided a credit against the impact fee in an amount up to 10% of the traffic component to account for contributions of mass transit facilities that are approved by the City and made a condition of approval for the development.

D. *Impact fee reduction*. Where impact fees are owing prior to completion of a system improvement undertaken by the developer, the impact fee shall be reduced by 85% from the Director of Public Works estimate of the credit to be due upon dedication and completion of the required work, provided, if the same has been assured by a bond or other guarantee, as governed by Chapter [20.909](#) VMC, to be completed no later than the date of occupancy for commercial/industrial/multi-family structures or the final building inspection for single-family and other uses. Upon completion of the required system improvement, appropriate refunds shall be made and credits recognized up to but not to exceed the amount of the impact fee applicable to the development proposal against which the impact fee is assessed based upon the Director of Public Works' determination of the value of dedication and reasonable construction costs.

E. *City credit utilization*. Traffic impact fee credits issued by the City after June 3, 2015, (effective date of adopted ordinance) may be utilized in lieu of cash payment only for traffic impact fees for the development proposal against which the impact fee is assessed, as provided in subsection A.3 above. Other impact fee credits recognized by the City may be utilized in lieu of cash payment of impact fees for the subject

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development and/or any other development within the same service area. (Ord. M-4107 § 6, 12/01/2014; Ord. M-3643, 01/26/2004)

20.915.100 Other provisions.

A. *Process for revision of traffic impact fees.* Traffic impact fee rates shall be adjusted periodically to reflect changes in costs of land acquisition and construction, facility plan projects and anticipated growth. Traffic Impact Fee Program Technical Document may contain provision for automatic revision of traffic impact fee rate no more than once annually to reflect the change in a generally recognized and applicable inflation/deflation index.

B. Park impact fee rates may be revised. Rates may be revised using the following process:

1. The adopted Park Impact Fee Technical Document may be revised periodically by the city council when financial analysis establishes that there is a need for a major program update, but no less than every three years to evaluate the status of the rate of collection and the projected need to serve future residents. Such adjustments shall only become effective upon adoption by the city council.

C. *Process for revision of school impact fees.* School impact fee rates shall be adjusted periodically to reflect changes in costs of land acquisition and construction, facility plan projects and anticipated growth. Such adjustments shall only become effective upon adoption by the city council of a modification to the capital facilities plan.

D. *Operation of impact fee fund.* The city has created and established a special purpose, nonlapse impact fee fund. The city finance director shall establish separate accounts within such fund and maintain records for each such account whereby impact fees collected can be segregated by type of facility and by service area:

1. *Collected interest.* All interest shall be retained in the account and expended for the intended purposes that the impact fees were imposed.
2. *Impact fee fund annual report.* By April of each year, the finance director shall provide a report for the previous calendar year on each impact fee account showing the source and amount of moneys collected, earned or received and system improvements that were financed in whole or in part by impact fees.

E. *Inter-local agreements and fees.* The city of Vancouver may enter into an inter-local agreement with Clark County to establish a coordinated program for the imposition, collection, administration and expenditure of traffic and park impact fees.

F. *School impact fees.* School impact fees shall not be collected on behalf of any school district until such district enters into an inter-local agreement with city of Vancouver providing for submittal of capital facilities

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plans, fund administration, report of expenditure, allocation of risk, and other appropriate matters. Where Clark County adopts a substantially similar school impact fee for a district whose boundaries include portions of the city of Vancouver, such an inter-local agreement may include the county. The inter-local agreement may include a fee to cover the city's cost of administering the school impact fee program.

G. *Imposition of impact fees for costs previously incurred.* The Review Authority may impose an impact fee for system improvements costs previously incurred by the city of Vancouver to the extent that new growth and development will be served by the previously constructed improvements, provided such fee shall not be imposed to make up for any system improvement deficiencies.

H. *Expenditures for system improvements with impact fees.* Impact fees for system improvements shall be expended only in conformance with the capital facilities plan. Impact fees shall be expended or encumbered for a permissible use within 10 years of receipt, unless an extraordinary and compelling reason exists for fees to be held longer than 10 years. Such extraordinary or compelling reasons shall be identified in written findings by the city council.

I. *Refunds for the current owner.* The current owner of property on which an impact fee has been paid may receive a refund of such fee if the city fails to expend or encumber the impact fees within 10 years of when the fees were paid, or such other period of time established pursuant to this subsection, on public facilities intended to benefit the development activity for which the impact fees were paid. In determining whether impact fees have been encumbered, impact fees shall be considered encumbered on a first-in, first-out basis. The current owner likewise may receive a proportionate refund where the public funding of applicable service area projects by the end of such 10-year period has been insufficient to satisfy the ratio of public-to-private funding for such service area as established in the capital facilities plan. The city shall notify potential claimants by first-class mail deposited with the United States Postal Service at the last known address of claimants.

1. *Refund time period.* The request for refund money must be submitted to the Vancouver city council in writing within one year of the date the right to claim the refund arises or the date the notice is given, whichever is later. Any impact fees that are not expended within these time limitations, and for which no application for refund has been made within this one-year period, shall be retained and expended on the indicated capital facilities. Refunds of impact fees under this subsection shall include interest earned on the impact fees.

2. *Criteria for a refund with interest.* A developer may request and shall receive a refund, including interest earned on the impact fees, when the building permit for which the impact fee has been paid has lapsed for noncommencement of construction. A partial refund shall be provided where the project for which a building permit has been issued has been altered resulting in a decrease in the amount of the impact fee due.

J. *Impact fees as additional and supplemental requirements.* The impact fee is additional and supplemental to, and not in substitution of, any other requirements imposed by the city on the development of land or the

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issuance of building permits. This is provided that any other such city development regulation which would require the developer to undertake dedication or construction of a facility contained within the city capital facility plan shall be imposed only if the developer is given a credit against impact fees as provided for in Section [20.915.090](#) VMC. (Ord. M-4181 § 3, 11/07/2016; Ord. M-4107 § 7, 12/01/2014; Ord. M-4034 § 31, 12/03/2012; Ord. M-3959 § 46, 07/19/2010; Ord. M-3952 § 2, 04/05/2010; Ord. M-3951 § 2, 04/05/2010; Ord. M-3933 § 5, 11/16/2009; Ord. M-3909 § 2, 12/15/2008; Ord. M-3854 § 2, 11/19/2007; Ord. M-3785 § 2, 12/18/2006; Ord. M-3653 § 1, 05/03/2004; Ord. M-3643, 01/26/2004)

The Vancouver Municipal Code is current through Ordinance M-4320, passed November 16, 2020.

Disclaimer: The city clerk's office has the official version of the Vancouver Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

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MEMORANDUM

DATE: Tuesday, July 6, 2021

TO: City Councilmembers

FROM: Mayor McEnery-Ogle

CC: Eric J. Holmes, City Manager
Shannon Ripp, Boards and Commissions

RE: Recommendations for Appointments to the Parks and Recreation Advisory Commission
--

The Parks and Recreation Advisory Commission is a 10-member volunteer group made up of city residents, two school district representatives and a liaison from the Parks Foundation of Clark County. The commission advises Vancouver City Council and city staff on needs, plans and programs necessary to provide an adequate system of parks, open space, playgrounds, facilities and recreation services to the residents of Vancouver.

Mayor McEnery-Ogle interviewed four applicants for two full-term positions and recommends the reappointment of Matthew Kuntz and the appointment of Angilo Fletcher, with their terms beginning July 31, 2021 and expiring July 31, 2024.

If there are no objections I would like to make these appointments at the **Monday, July 12, 2021** Council meeting.

Attachments:
Letter of Continued Interest
Application
Roster

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:

\$ 10,846,086.81 this 12th day of July 2021.

MAYOR



AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
June 22, 2021 - July 5, 2021	Accounts Payable Checks (see attached)	\$ 7,212,298.98
June 22, 2021 - July 5, 2021	Hansen City Payments (see attached)	\$ 348,008.32
June 22, 2021 - July 5, 2021	Visa Refunds (see attached)	\$ 8,644.31
June 22, 2021 - July 5, 2021	Payroll Checks (see attached)	\$ 3,277,135.20
TOTAL		\$ 10,846,086.81

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>			
Supplier Payment	Manual Wire	No Reference	6/22/2021	258,401.19	Blue Cross Blue Shield of Oregon				
Supplier Payment	Manual Wire	No Reference	6/22/2021	988.00	VSP Vision Care Inc				
Supplier Payment	Manual Wire	No Reference	6/22/2021	13,155.10	Washington Dental Service				
Supplier Payment	Manual Wire	No Reference	6/23/2021	31,139.96	Gallagher Bassett Services Inc				
Procurement Card Payment	Manual Wire	No Reference	6/24/2021	504,937.45	CoV Procurement Card				
Supplier Payment	Manual Wire	No Reference	6/24/2021	343,000.18	Kaiser Permanente - Remit-To: Kaiser Permanente				
Supplier Payment	Manual Wire	No Reference	6/24/2021	72.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit				
Supplier Payment	Manual Wire	No Reference	6/25/2021	197,259.32	Blue Cross Blue Shield of Oregon				
Supplier Payment	Manual Wire	No Reference	6/25/2021	75.00	HRA VEBA Plan				
Supplier Payment	Manual Wire	No Reference	6/25/2021	7,794.91	ICMA 401A				
Supplier Payment	Manual Wire	No Reference	6/25/2021	239,308.38	ICMA Corp				
Supplier Payment	Manual Wire	No Reference	6/25/2021	560.50	Oregon SDU				
Supplier Payment	Manual Wire	No Reference	6/25/2021	50,360.83	State of Washington Department of Retirement System (PERS)				
Supplier Payment	Manual Wire	No Reference	6/25/2021	79,286.46	Symetra Life Insurance Company				
Supplier Payment	Manual Wire	No Reference	6/25/2021	987.01	Vancouver Fire Command Officers				
Supplier Payment	Manual Wire	No Reference	6/25/2021	23,932.76	Vancouver Firefighters Union Health & Welfare Trust				
Supplier Payment	Manual Wire	No Reference	6/25/2021	25,763.70	Washington Dental Service				
Supplier Payment	Manual Wire	No Reference	6/25/2021	6,413.79	Washington SDU				
Supplier Payment	Manual Wire	No Reference	6/25/2021	19,325.00	Washington State Firefighters				
Supplier Payment	Manual Wire	No Reference	6/25/2021	18,586.79	Western States Health & Welfare Trust				
Supplier Payment	Manual Wire	No Reference	6/28/2021	945,847.41	Internal Revenue Service				
Supplier Payment	Manual Wire	No Reference	6/28/2021	386,952.75	State of Washington Department of Revenue				
Supplier Payment	Manual Wire	No Reference	6/29/2021	9,435.23	Bank Of America N.A. - Remit-To: Charlotte NC				
Supplier Payment	Manual Wire	No Reference	6/29/2021	27,481.18	State of Oregon Department of Revenue				
Supplier Payment	Manual Wire	No Reference	6/29/2021	809,562.67	State of Washington Department of Retirement System (PERS)				
Supplier Payment	Manual Wire	No Reference	7/1/2021	8,257.61	Athlactron Holding				
Supplier Payment	Manual Wire	No Reference	7/1/2021	29,667.68	Gallagher Bassett Services Inc				
Supplier Payment	Manual Wire	No Reference	7/1/2021	4,151.59	Internal Revenue Service				
Supplier Payment	Manual Wire	No Reference	7/2/2021	162,779.23	Blue Cross Blue Shield of Oregon				

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Supplier Payment	Manual Wire	No Reference	7/2/2021	759.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit				
Supplier Payment	Manual Wire	No Reference	7/2/2021	15,360.00	Washington Dental Service				
Cash Advance Payment	Direct Deposit	EFT-00106788	6/24/2021	147.75	Edward Letarte	Travel Advance			
Cash Advance Payment	Direct Deposit	EFT-00106789	6/24/2021	74.00	Sean Donaldson	Travel Advance			
Cash Advance Payment	Direct Deposit	EFT-00106790	6/24/2021	65.00	Cameron McAnally	Travel Advance			
Expense Payment	Direct Deposit	EFT-00106791	6/24/2021	21.07	Justin Box	Employee Reimbursement			
Expense Payment	Direct Deposit	EFT-00106792	6/24/2021	201.50	Patrick Kennedy	Employee Reimbursement			
Expense Payment	Direct Deposit	EFT-00106793	6/24/2021	171.00	Brandon Osborn	Employee Reimbursement			
Expense Payment	Direct Deposit	EFT-00106794	6/24/2021	224.43	Justin Brooke	Employee Reimbursement			
Expense Payment	Direct Deposit	EFT-00106795	6/24/2021	85.00	Jeremiah Jones	Employee Reimbursement			
Expense Payment	Direct Deposit	EFT-00106958	7/1/2021	121.00	John Scukanec	Employee Reimbursement			
Expense Payment	Direct Deposit	EFT-00106959	7/1/2021	100.00	Nena Cook	Employee Reimbursement			
Expense Payment	Direct Deposit	EFT-00106960	7/1/2021	225.00	Jeffrey Anaya	Employee Reimbursement			
Cash Advance Payment	Direct Deposit	EFT-00106961	7/1/2021	379.00	Troy Price	Travel Advance			
Expense Payment	Direct Deposit	EFT-00106962	7/1/2021	187.75	Rodney Floyd	Employee Reimbursement			
Cash Advance Payment	Direct Deposit	EFT-00106963	7/1/2021	321.25	Steven Neal	Travel Advance			
Expense Payment	Direct Deposit	EFT-00106964	7/1/2021	52.79	Joseph Lenahan	Employee Reimbursement			
Cash Advance Payment	Direct Deposit	EFT-00106965	7/1/2021	114.00	Troy Rawlins	Travel Advance			
Expense Payment	Direct Deposit	EFT-00106966	7/1/2021	219.00	Kristin Lehto	Employee Reimbursement			
Cash Advance Payment	Direct Deposit	EFT-00106967	7/1/2021	114.00	Robin Brown	Travel Advance			
Expense Payment	Direct Deposit	EFT-00106968	7/1/2021	222.20	Jay Arvidson	Employee Reimbursement			
Expense Payment	Direct Deposit	EFT-00106969	7/1/2021	22.16	Brian Viles	Employee Reimbursement			
Expense Payment	Direct Deposit	EFT-00106970	7/1/2021	343.52	Stuart Morley	Employee Reimbursement			
Expense Payment	Direct Deposit	EFT-00106971	7/1/2021	120.00	John Sexson	Employee Reimbursement			
Supplier Payment	EFT	EFT-00106784	6/25/2021	10,969.02	Vancouver Police Officer Guild				
Supplier Payment	EFT	EFT-00106785	6/25/2021	14,216.44	Allegiance Benefit Plan Management Inc				
Supplier Payment	EFT	EFT-00106786	6/25/2021	917.40	Vancouver Command Guild				
Supplier Payment	EFT	EFT-00106787	6/25/2021	68.12	Legal Shield				
Supplier Payment	EFT	EFT-00106796	6/24/2021	10,304.72	Vancouvercenter Condominium Association				
Supplier Payment	EFT	EFT-00106797	6/24/2021	3,300.00	JCI Jones Chemicals Inc				
Supplier Payment	EFT	EFT-00106798	6/24/2021	21,767.71	Share Inc				
Supplier Payment	EFT	EFT-00106799	6/24/2021	380,900.98	Rotschy Inc				
Supplier Payment	EFT	EFT-00106800	6/24/2021	11,767.93	MacKay Sposito Inc				
Supplier Payment	EFT	EFT-00106801	6/24/2021	15,340.71	Second Step Housing				
Supplier Payment	EFT	EFT-00106802	6/24/2021	600.50	Rapid Response Bio Clean				
Supplier Payment	EFT	EFT-00106803	6/24/2021	14,165.76	Just Right Heating & Cooling				
Supplier Payment	EFT	EFT-00106804	6/24/2021	4,789.86	Picard Corp				
Supplier Payment	EFT	EFT-00106805	6/24/2021	7,640.70	Council for the Homeless				
Supplier Payment	EFT	EFT-00106806	6/24/2021	2,000.03	Six Degrees Inc				
Supplier Payment	EFT	EFT-00106807	6/24/2021	4,010.63	Lee Contractors LLC				
Supplier Payment	EFT	EFT-00106808	6/24/2021	6,529.87	Clark County Volunteer Lawyers Program				
Supplier Payment	EFT	EFT-00106809	6/24/2021	788.95	Net Transcripts Inc				

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Supplier Payment	EFT	EFT-00106810	6/24/2021	5,716.11	Otak Inc				
Supplier Payment	EFT	EFT-00106811	6/24/2021	12,797.62	Fire Systems West				
Supplier Payment	EFT	EFT-00106812	6/24/2021	429.03	Praxair Distribution Inc				
Supplier Payment	EFT	EFT-00106972	7/1/2021	1,312.86	Fire Systems West				
Supplier Payment	EFT	EFT-00106973	7/1/2021	751,707.00	Operations Management International Inc				
Supplier Payment	EFT	EFT-00106974	7/1/2021	6,746.01	Mead and Hunt Inc				
Supplier Payment	EFT	EFT-00106975	7/1/2021	493.22	Siemens Industry Inc				
Supplier Payment	EFT	EFT-00106976	7/1/2021	19,586.15	Evoqua Water Technologies LLC				
Supplier Payment	EFT	EFT-00106977	7/1/2021	648.00	Accenture LLP				
Supplier Payment	EFT	EFT-00106978	7/1/2021	4,069.83	Eagle Newspaper Inc				
Supplier Payment	EFT	EFT-00106979	7/1/2021	12,559.20	MacKay Sposito Inc				
Supplier Payment	EFT	EFT-00106980	7/1/2021	3,339.19	Linguava Interpreters Inc				
Supplier Payment	EFT	EFT-00106981	7/1/2021	320.00	Rotschy Inc				
Supplier Payment	EFT	EFT-00106982	7/1/2021	143,742.87	Steve Mitchell				
Supplier Payment	EFT	EFT-00106983	7/1/2021	450.00	Rapid Response Bio Clean				
Supplier Payment	EFT	EFT-00106984	7/1/2021	26.20	McKesson Medical Surgical Inc				
Supplier Payment	EFT	EFT-00106985	7/1/2021	236,378.76	Clark County - Remit-To: Clark County - Treasurer Vancouver				
Supplier Payment	EFT	EFT-00106986	7/1/2021	2,775.30	Net Transcripts Inc				
Supplier Payment	EFT	EFT-00106987	7/1/2021	1,375.00	JCI Jones Chemicals Inc				
Supplier Payment	EFT	EFT-00106988	7/1/2021	271.25	George Elevator Service LLC				
Supplier Payment	EFT	EFT-00106989	7/1/2021	21,146.14	Lynn K Wittwer MD PC				
Supplier Payment	Check	23168	6/25/2021	8,164.15	Aflac				
Supplier Payment	Check	23169	6/25/2021	5,001.08	AFSCME Local #307				
Supplier Payment	Check	23170	6/25/2021	22,484.18	IAFF Local #452				
Supplier Payment	Check	23171	6/25/2021	712.50	IAM Local #1374				
Supplier Payment	Check	23172	6/25/2021	8,947.42	Life Insurance Company of North America				
Supplier Payment	Check	23173	6/25/2021	575.00	MFS Service Center Inc				
Supplier Payment	Check	23174	6/25/2021	4,110.71	OPEIU Local #11				
Supplier Payment	Check	23175	6/25/2021	100.00	OPEIU Local #11				
Supplier Payment	Check	23176	6/25/2021	512.00	Teamsters Local #58				
Supplier Payment	Check	23177	6/25/2021	297.50	UA Local #290				
Supplier Payment	Check	23178	6/25/2021	2,842.20	Western Conference of Teamsters				
Supplier Payment	Check	23179	6/25/2021	1,138.80	Western Metal Industry Pension Plan				
Ad Hoc Payment	Check	23180	6/23/2021	52.01	Amira S Abdelwahab	Utility Refunds: 0012078113-09			
Ad Hoc Payment	Check	23181	6/23/2021	77.00	AMY STALKUP	VOUCHER 2008338.030			
Ad Hoc Payment	Check	23182	6/23/2021	25.00	Audrey Stevens	Refund Citation 7203100826			
Ad Hoc Payment	Check	23183	6/23/2021	60.00	Barbara Schinzing	Refund Citation 7202905126			
Ad Hoc Payment	Check	23184	6/23/2021	2,528.60	Belan Ortiz	Utility Refunds: 0056078919-07			
Ad Hoc Payment	Check	23185	6/23/2021	2,115.00	Beverly J Riley	WTR-299422			

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Ad Hoc Payment	Check	23186	6/23/2021	1,875.00	Brian Bell	Refund Recurring Inv Columbia River Ins Lease Expiration			
Ad Hoc Payment	Check	23187	6/23/2021	59.51	Cache Valley Electric Co	MPE-300244			
Ad Hoc Payment	Check	23188	6/23/2021	223.77	Charlie and Kerra Demsky	Utility Refunds: 0004029100-09			
Ad Hoc Payment	Check	23189	6/23/2021	47.01	Christopher P Dubbs	Utility Refunds: 0000005814-02			
Ad Hoc Payment	Check	23190	6/23/2021	1,242.29	Current Electrical Const Co	MPE-302998			
Ad Hoc Payment	Check	23191	6/23/2021	200.00	Custom Framing	Refund Citation 7202603457			
Ad Hoc Payment	Check	23192	6/23/2021	25.00	Damian Paheco	Refund Citation 7202905445			
Ad Hoc Payment	Check	23193	6/23/2021	59.51	David Perez	MPE-301982			
Ad Hoc Payment	Check	23194	6/23/2021	113.14	Derek R Nadvornick	Utility Refunds: 0093010300-19			
Ad Hoc Payment	Check	23195	6/23/2021	26.63	Donna Lawrence	Utility Refunds: 0023050244-23			
Ad Hoc Payment	Check	23196	6/23/2021	15.50	EMILY TALBOT	VOUCHER 2008350.030			
Ad Hoc Payment	Check	23197	6/23/2021	20.00	ESP Supply Inc	Refund Alarm Billing Acct 21492 Inv 99440847			
Ad Hoc Payment	Check	23198	6/23/2021	110.00	GINNY ZREBSKI	VOUCHER 2008349.030			
Ad Hoc Payment	Check	23199	6/23/2021	59.51	Gunnar Lowery	MPE-302389			
Ad Hoc Payment	Check	23200	6/23/2021	120.22	Handy,Debbie	Utility Refunds: 0048004500-06			
Ad Hoc Payment	Check	23201	6/23/2021	207.78	Handy,Debbie and Steven	Utility Refunds: 0048004500-06			
Ad Hoc Payment	Check	23202	6/23/2021	19.09	Hobo Joe 4, LLC	Utility Refunds: 0069080114-13			
Ad Hoc Payment	Check	23203	6/23/2021	251.51	Joseph J Mackay and Lindsey Mackay	Utility Refunds: 0030072600-04			
Ad Hoc Payment	Check	23204	6/23/2021	74.00	KATHLEEN DEAN	VOUCHER 2008328.030			
Ad Hoc Payment	Check	23205	6/23/2021	456.05	Laura Sudduth	RES-302230			
Ad Hoc Payment	Check	23206	6/23/2021	30.24	Mark Harding	RES-302395			
Ad Hoc Payment	Check	23207	6/23/2021	4,320.00	McGrath's Publick Fish House LLC	Refund Business Lic - Covid-19 Surcharge program			
Ad Hoc Payment	Check	23208	6/23/2021	50.00	Melisa Prueitt	Refund Citation 7202904886			
Ad Hoc Payment	Check	23209	6/23/2021	208.32	Michael Doherty	RES-300484			
Ad Hoc Payment	Check	23210	6/23/2021	185.88	Ohara,Steve	Utility Refunds: 0077000905-07			
Ad Hoc Payment	Check	23211	6/23/2021	30.12	Ohara,Steve and Nita	Utility Refunds: 0077000905-07			
Ad Hoc Payment	Check	23212	6/23/2021	15.42	Pam Wallace and David Lee	Utility Refunds: 0088080720-15			
Ad Hoc Payment	Check	23213	6/23/2021	80.00	PCS	Refund Alarm Billing Golden Corral Acct 21694 Inv 99326985 / 99333267 / 99333689			
Ad Hoc Payment	Check	23214	6/23/2021	82.40	PCS	Client 8073 Inv 18133 Antonio Martin #94041			
Ad Hoc Payment	Check	23215	6/23/2021	450.46	Princesoria	Utility Refunds: 0002000111-02			
Ad Hoc Payment	Check	23216	6/23/2021	7,659.16	Rhino Holdings Vancouver LLC	LUP-81412			

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Ad Hoc Payment	Check	23217	6/23/2021	20.00	Ricardo / Maria Perez	Refund Alarm Billing Acct 20293 Inv 99440683			
Ad Hoc Payment	Check	23218	6/23/2021	59.51	SERGHEI COMARNITCHI SUNLIGHT ELECTRIC	MPE-301422			
Ad Hoc Payment	Check	23219	6/23/2021	301.31	Sheryl Stellar	Utility Refunds: 0045012820-13 Consolidated refund created from multiple refunds			
Ad Hoc Payment	Check	23220	6/23/2021	24.74	Shumaker, Mathew	Utility Refunds: 0069026332-07			
Ad Hoc Payment	Check	23221	6/23/2021	62.26	Shumaker, Mathew and Kayla	Utility Refunds: 0069026332-07			
Ad Hoc Payment	Check	23222	6/23/2021	50.51	Sobieraj, Juliusz D	Utility Refunds: 0000002177-03			
Ad Hoc Payment	Check	23223	6/23/2021	311.14	Sobieraj, Juliusz D and Marlgorzata T	Utility Refunds: 0000002177-03			
Ad Hoc Payment	Check	23224	6/23/2021	25.00	Steven Hauck	Refund Citation 7203200702			
Ad Hoc Payment	Check	23225	6/23/2021	54.66	Steven L and Tiffany M Zimmerman	Utility Refunds: 0063097311-01			
Ad Hoc Payment	Check	23226	6/23/2021	97.34	Steven L Zimmerman	Utility Refunds: 0063097311-01			
Ad Hoc Payment	Check	23227	6/23/2021	108.00	Teragan & Associates INC	LUP-81525			
Ad Hoc Payment	Check	23228	6/23/2021	224.70	The Estate of George Kroskity	Utility Refunds: 0029078400-05			
Ad Hoc Payment	Check	23229	6/23/2021	77.04	The Estate of Leslie W Malone III	Utility Refunds: 0007039800-04			
Ad Hoc Payment	Check	23230	6/23/2021	20.00	Thompson Metal Fab Inc	Refund Alarm Billing Acct 14415 Inv 99437129			
Ad Hoc Payment	Check	23231	6/23/2021	270.00	Tigers Garden LLC	Refund Business Lic - Covid 19 Surcharge Program			
Ad Hoc Payment	Check	23232	6/23/2021	80.63	Timothy and Melissa Brogdon	Utility Refunds: 0033073400-03			
Ad Hoc Payment	Check	23233	6/23/2021	4.10	Timothy Leavitt	Utility Refunds: 0024017500-05			
Ad Hoc Payment	Check	23234	6/23/2021	95.65	Tyler Lunsford-Adams and John L Adams JR	Utility Refunds: 0065025794-14			
Ad Hoc Payment	Check	23235	6/23/2021	52.01	Wael J Mousa and Amira S Abdelwahab	Utility Refunds: 0012078113-09			
Ad Hoc Payment	Check	23236	6/23/2021	214.80	Wallace Horne Revocable Trust	Utility Refunds: 0101000048-01			
Ad Hoc Payment	Check	23237	6/23/2021	87.00	Washington State School for the Blind	Refund CivicGov Cust 716193 Inv 77031273			
Ad Hoc Payment	Check	23238	6/23/2021	59.51	Wolfer's INC	MPE-302976			
Supplier Payment	Check	23239	6/23/2021	60.90	American Sani-Can				
Supplier Payment	Check	23240	6/23/2021	145.78	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena				
Supplier Payment	Check	23241	6/23/2021	19,506.50	Arborscape Ltd Inc				
Supplier Payment	Check	23242	6/23/2021	1,169.76	Archaeological Investigations Northwest Inc				
Supplier Payment	Check	23243	6/23/2021	10,722.48	Aronson Security Group				
Supplier Payment	Check	23244	6/23/2021	12,852.05	Bacon Collision				
Supplier Payment	Check	23245	6/23/2021	184.92	Bound Tree Medical LLC				

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Supplier Payment	Check	23246	6/23/2021	500.00	BSK Associates - Remit-To: Supplier BSK Associates				
Supplier Payment	Check	23247	6/23/2021	42.00	Cellco Partnership - Remit-To: Cellco - Dallas				
Supplier Payment	Check	23248	6/23/2021	1,495.00	City of Vancouver - Remit-To: COV Main				
Supplier Payment	Check	23249	6/23/2021	759.62	Clark Public Utility District No. 1				
Supplier Payment	Check	23250	6/23/2021	852.81	Clark Public Utility District No. 1				
Supplier Payment	Check	23251	6/23/2021	379.10	Clark Public Utility District No. 1				
Supplier Payment	Check	23252	6/23/2021	565.29	Clark Public Utility District No. 1				
Supplier Payment	Check	23253	6/23/2021	1,621.31	Clark Public Utility District No. 1				
Supplier Payment	Check	23254	6/23/2021	42.01	Clark Public Utility District No. 1				
Supplier Payment	Check	23255	6/23/2021	463.98	Clark Public Utility District No. 1				
Supplier Payment	Check	23256	6/23/2021	604.28	Clark Public Utility District No. 1				
Supplier Payment	Check	23257	6/23/2021	493.33	Clark Public Utility District No. 1				
Supplier Payment	Check	23258	6/23/2021	13,561.77	Clark Public Utility District No. 1				
Supplier Payment	Check	23259	6/23/2021	458.33	Clark Public Utility District No. 1				
Supplier Payment	Check	23260	6/23/2021	708.34	Clark Public Utility District No. 1				
Supplier Payment	Check	23261	6/23/2021	669.21	Clark Public Utility District No. 1				
Supplier Payment	Check	23262	6/23/2021	1,329.13	Columbia Cascade Company				
Supplier Payment	Check	23263	6/23/2021	3,687.28	Columbia West Engineering				
Supplier Payment	Check	23264	6/23/2021	101.11	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry				
Supplier Payment	Check	23265	6/23/2021	108.29	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry				
Supplier Payment	Check	23266	6/23/2021	109.92	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry				
Supplier Payment	Check	23267	6/23/2021	188.29	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry				
Supplier Payment	Check	23268	6/23/2021	13.68	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry				
Supplier Payment	Check	23269	6/23/2021	125.32	Copiers Northwest				
Supplier Payment	Check	23270	6/23/2021	40,688.15	Dell Marketing LP				

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Supplier Payment	Check	23271	6/23/2021	415.18	Distinctive Landscape LLC				
Supplier Payment	Check	23272	6/23/2021	115.99	Epic Land Solutions Inc				
Supplier Payment	Check	23273	6/23/2021	32,195.00	ESO Solutions Inc				
Supplier Payment	Check	23274	6/23/2021	9,290.86	Ferguson Enterprises - Remit-To: Ferguson - Dallas				
Supplier Payment	Check	23275	6/23/2021	500.00	Flowing Solutions LLC				
Supplier Payment	Check	23276	6/23/2021	3,191.99	Genuine Parts Company - Remit-To: NAPA - Los Angeles				
Supplier Payment	Check	23277	6/23/2021	136,534.22	Gordon Truck Centers				
Supplier Payment	Check	23278	6/23/2021	768.45	Gray & Osborne Inc				
Supplier Payment	Check	23279	6/23/2021	12,694.62	Harper Houf Peterson Righellis Inc				
Supplier Payment	Check	23280	6/23/2021	754.48	HDR Engineering Inc				
Supplier Payment	Check	23281	6/23/2021	171.52	Herrera Environmental Consultants Inc				
Supplier Payment	Check	23282	6/23/2021	10,100.92	HMI Oregon				
Supplier Payment	Check	23283	6/23/2021	1,131.39	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh				
Supplier Payment	Check	23284	6/23/2021	13,475.47	Janus Youth Programs Inc				
Supplier Payment	Check	23285	6/23/2021	4,654.65	Keiths Sporting Goods Inc				
Supplier Payment	Check	23286	6/23/2021	6,194.62	Kittelson & Associates Inc				
Supplier Payment	Check	23287	6/23/2021	1,431.57	Kronos Incorporated - Remit-To: Atlanta				
Supplier Payment	Check	23288	6/23/2021	1,321.51	Kurt Tapani				
Supplier Payment	Check	23289	6/23/2021	360.00	Michael's Messenger Service Inc				
Supplier Payment	Check	23290	6/23/2021	16,087.30	Mill Plain Electric				
Supplier Payment	Check	23291	6/23/2021	450.00	Municipal Code Corporation				
Supplier Payment	Check	23292	6/23/2021	17,545.69	Nelson Nygaard Consulting Associates Inc - Remit-To: Nelson Nygaard Consulting Associates Inc				
Supplier Payment	Check	23293	6/23/2021	248.00	Northwest Cascade Inc				
Supplier Payment	Check	23294	6/23/2021	2,741.15	Northwest Natural Gas Company - Remit-To: NW Natural - Portland				
Supplier Payment	Check	23295	6/23/2021	4,673.00	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland				
Supplier Payment	Check	23296	6/23/2021	5,408.73	Oldcastle Precast Inc				
Supplier Payment	Check	23297	6/23/2021	25,209.27	Owen Equipment Co - Remit-To: Supplier Owen Equipment Co				
Supplier Payment	Check	23298	6/23/2021	200.00	Portland Adventist Medical Center				
Supplier Payment	Check	23299	6/23/2021	3,376.08	PPC Solutions Inc				
Supplier Payment	Check	23300	6/23/2021	2,825.00	Ralph Andersen and Associates				
Supplier Payment	Check	23301	6/23/2021	262.57	Rentokil North America Inc				

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Supplier Payment	Check	23302	6/23/2021	9,249.41	S&B Inc				
Supplier Payment	Check	23303	6/23/2021	9,006.59	SDB Contracting Services				
Supplier Payment	Check	23304	6/23/2021	3,926.70	Shrums Pest Control				
Supplier Payment	Check	23305	6/23/2021	6,712.34	Skillsoft Corp				
Supplier Payment	Check	23306	6/23/2021	340.00	State of Washington Department of Labor & Industries - Remit-To: State of WA LNI - Elevator Section				
Supplier Payment	Check	23307	6/23/2021	21,947.93	The Salvation Army				
Supplier Payment	Check	23308	6/23/2021	6,857.22	TMG Services Inc				
Supplier Payment	Check	23309	6/23/2021	1,193.51	Triple J Enterprises				
Supplier Payment	Check	23310	6/23/2021	25.94	United Parcel Service				
Supplier Payment	Check	23311	6/23/2021	10,441.00	Washington State Criminal Justice Training Commission - Remit-To: Criminal Justice Training Commission - Olympia				
Supplier Payment	Check	23312	6/23/2021	89.10	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver				
Supplier Payment	Check	23313	6/23/2021	7,596.09	Western States Soil Conservation Inc				
Supplier Payment	Check	23314	6/23/2021	4,881.50	YOLO Washington LLC				
Supplier Payment	Check	23315	6/23/2021	55,792.00	Angelo Property CO., LP				
Supplier Payment	Check	23316	6/23/2021	942.33	Broadway Investors LLC				
Supplier Payment	Check	23317	6/23/2021	9,863.45	Brown & Wilson Partnership LLC				
Supplier Payment	Check	23318	6/23/2021	8,935.28	Esther Short Commons LLP				
Supplier Payment	Check	23319	6/23/2021	500.00	Nagra & Atwal Corporation				
Supplier Payment	Check	23320	6/23/2021	4,417.72	National Park Service - Remit-To: National Park Service - Pearson Lease				
Supplier Payment	Check	23321	6/25/2021	42,423.39	Allegiance Benefit Plan Management Inc				
Ad Hoc Payment	Check	23322	6/30/2021	500.00	BATTLE GROUND HIGH SCHOOL GRAD NIGHT FOUNDATION	VOUCHER 2008353.030			
Ad Hoc Payment	Check	23323	6/30/2021	60.00	BMW Portland	Refund 7202502177 BMW Portland			
Ad Hoc Payment	Check	23324	6/30/2021	26.40	BRITTANY SADRO	VOUCHER 2008351.030			
Ad Hoc Payment	Check	23325	6/30/2021	20.00	Bryan / Lisa Pierce	Refund Alarm Billing Acct 17034 Inv 99440405			
Ad Hoc Payment	Check	23326	6/30/2021	106.00	BRYAN AND EMILY OCHOA	Utility Refunds: 0000002310-03			
Ad Hoc Payment	Check	23327	6/30/2021	193.28	Buley, Kimberly A	Utility Refunds: 0127009500-17			
Ad Hoc Payment	Check	23328	6/30/2021	77.49	CATHY RAE DAVIS	Utility Refunds: 0072014221-22			
Ad Hoc Payment	Check	23329	6/30/2021	6,399.12	Columbia River Excavating	Refund SCIP Program Oberreuter 5428 NW Daniels St INV 480			
Ad Hoc Payment	Check	23330	6/30/2021	20.00	Dale Snowfield / Catherine Conner	Refund Alarm Billing Acct 19627 Inv 99434186			

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>			
Ad Hoc Payment	Check	23331	6/30/2021	129.28	DINESH NEELAPALA AND HARIKA AYYALA	Utility Refunds: 0000006712-03			
Ad Hoc Payment	Check	23332	6/30/2021	220.45	Drais,Charles and Kayleen	Utility Refunds: 0000007425-02			
Ad Hoc Payment	Check	23333	6/30/2021	117.60	EMMANUEL AND CARMELA ETGAR, TRUSTEES	Utility Refunds: 0000001689-04			
Ad Hoc Payment	Check	23334	6/30/2021	148.40	ETGAR,EMMANUEL	Utility Refunds: 0000001689-04			
Ad Hoc Payment	Check	23335	6/30/2021	53.00	Fourth Plain 5000 LLC	Refund CivicGov Cash-0027508c Inv 77031609			
Ad Hoc Payment	Check	23336	6/30/2021	112.22	Gernega,Vladimir and Viktoriya	Utility Refunds: 0000005163-02			
Ad Hoc Payment	Check	23337	6/30/2021	31.50	Gradinar,Svetlana	Utility Refunds: 0000003941-03			
Ad Hoc Payment	Check	23338	6/30/2021	948.48	GreenPointe Design & Const INC	RES-302966			
Ad Hoc Payment	Check	23339	6/30/2021	948.48	GreenPointe Design & Const INC	RES-302965			
Ad Hoc Payment	Check	23340	6/30/2021	151.06	Halter,Tobiah	Utility Refunds: 0006073620-03			
Ad Hoc Payment	Check	23341	6/30/2021	96.63	Hampton,Scott and Therese	Utility Refunds: 0000006797-02			
Ad Hoc Payment	Check	23342	6/30/2021	64.32	Hendrix,Jacob and Rosemary	Utility Refunds: 0004013200-06			
Ad Hoc Payment	Check	23343	6/30/2021	90.53	Hendrix,Rosemary	Utility Refunds: 0004013200-06			
Ad Hoc Payment	Check	23344	6/30/2021	106.57	Holt Family Trust	Utility Refunds: 0000003822-03			
Ad Hoc Payment	Check	23345	6/30/2021	224.00	Jennings,Erica	Utility Refunds: 0020017800-05 Consolidated refund created from multiple refunds			
Ad Hoc Payment	Check	23346	6/30/2021	72.15	KATHLEEN CAROL ZIMMERMAN	Utility Refunds: 0070002110-02			
Ad Hoc Payment	Check	23347	6/30/2021	89.12	Kevin Mcnamara	Utility Refunds: 0074024000-03			
Ad Hoc Payment	Check	23348	6/30/2021	40.00	Ko Construction	Refund Citation 7202603617			
Ad Hoc Payment	Check	23349	6/30/2021	79.13	Kostrba,Lindsey and Nathan	Utility Refunds: 0000003444-03			
Ad Hoc Payment	Check	23350	6/30/2021	289.55	Larson,Jason	Utility Refunds: 0000006569-02			
Ad Hoc Payment	Check	23351	6/30/2021	350.00	Lundsgaarde,Tonya	Utility Refunds: 0002000111-02			
Ad Hoc Payment	Check	23352	6/30/2021	49.19	Madatov,Bekzad	Utility Refunds: 0000005721-02			
Ad Hoc Payment	Check	23353	6/30/2021	191.65	Maria Posada Rivera and Edward Sosa	Utility Refunds: 0000008133-02			
Ad Hoc Payment	Check	23354	6/30/2021	17.00	Mascher,Katrina and Daniel	Utility Refunds: 0058019300-11			
Ad Hoc Payment	Check	23355	6/30/2021	67.11	McAlister,Luke and Lindsay	Utility Refunds: 0000007462-03			
Ad Hoc Payment	Check	23356	6/30/2021	27.63	MERAY,DENNIS	Utility Refunds: 0000002905-03			
Ad Hoc Payment	Check	23357	6/30/2021	20.00	Mike / Dana Prak	Refund Alarm Billing Acct 9974 Inv 99439733			

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<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>			
Ad Hoc Payment	Check	23358	6/30/2021	500.00	MVHS SENIOR PARENT BOOSTERS	VOUCHER 2008357.030			
Ad Hoc Payment	Check	23359	6/30/2021	25.78	OCHOA,EMILY	Utility Refunds: 0000002310-03			
Ad Hoc Payment	Check	23360	6/30/2021	550.00	PCS	Refund Alarm Billing Acct 21202 7 invoices Garage bar & grille			
Ad Hoc Payment	Check	23361	6/30/2021	48.00	PCS	Refund CivicGov Acct 415880 Inv 77018932 Angel's Donuts & Ice Cream			
Ad Hoc Payment	Check	23362	6/30/2021	50.00	PCS	Refund CivicGov Acct 726527 Inv 77023035 Central Park Early Care			
Ad Hoc Payment	Check	23363	6/30/2021	83.00	PCS	Refund CivicGov Acct 415880 Inv 77020373 Angel's Donuts & Ice Cream			
Ad Hoc Payment	Check	23364	6/30/2021	50.00	PCS	Refund CivicGov Acct 415880 Inv 77024702 Angel's Donuts & Ice Cream			
Ad Hoc Payment	Check	23365	6/30/2021	50.00	PCS	Refund CivicGov Acct 415880 Inv 77021551 Angel's Donuts & Ice Cream			
Ad Hoc Payment	Check	23366	6/30/2021	95.04	Premier Property Management,Bruce and Victoria Dillon	Utility Refunds: 0000005847-02			
Ad Hoc Payment	Check	23367	6/30/2021	28.88	Rashid,Tahmid	Utility Refunds: 0000009365-02			
Ad Hoc Payment	Check	23368	6/30/2021	25.00	Serena Martinez	Refund Citation 720504548			
Ad Hoc Payment	Check	23369	6/30/2021	79.00	Smith,Channing	Utility Refunds: 0000006517-02 Consolidated refund created from multiple refunds			
Ad Hoc Payment	Check	23370	6/30/2021	333.56	Tamara D Frace	Utility Refunds: 0000003803-03 Consolidated refund created from multiple refunds			
Ad Hoc Payment	Check	23371	6/30/2021	775.55	Ten Talents Investments 23 LLC	Utility Refunds: 0002000111-02			
Ad Hoc Payment	Check	23372	6/30/2021	340.05	THE MCDANIEL TRUST	Utility Refunds: 0121001334-05			
Ad Hoc Payment	Check	23373	6/30/2021	28.48	TIMOFEY AND SVETLANA DERNOVOY	Utility Refunds: 0000001231-03			
Ad Hoc Payment	Check	23374	6/30/2021	100.00	Trio Pointe	Refund Alarm Billing Acct 21297 Inv 99435110			
Ad Hoc Payment	Check	23375	6/30/2021	54.43	VORCE,MELODY	Utility Refunds: 0075069407-14 Consolidated refund created from multiple refunds			

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>			
Ad Hoc Payment	Check	23376	6/30/2021	289.23	YONG R KIM AND EUNSOOK KWON	Utility Refunds: 0138002288-02 Consolidated refund created from multiple refunds			
Supplier Payment	Check	23377	6/30/2021	8,888.59	Action Technology Systems				
Supplier Payment	Check	23378	6/30/2021	9.40	Airgas, Inc				
Supplier Payment	Check	23379	6/30/2021	130.20	American Sani-Can				
Supplier Payment	Check	23380	6/30/2021	697.50	Amex Products Inc				
Supplier Payment	Check	23381	6/30/2021	141.68	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena				
Supplier Payment	Check	23382	6/30/2021	4,149.04	Arborscape Ltd Inc				
Supplier Payment	Check	23383	6/30/2021	7,074.95	Bacon Collision				
Supplier Payment	Check	23384	6/30/2021	1,354.48	BNSF Railway Company				
Supplier Payment	Check	23385	6/30/2021	9,545.22	Bound Tree Medical LLC				
Supplier Payment	Check	23386	6/30/2021	19,824.99	Brightview Holdings Inc				
Supplier Payment	Check	23387	6/30/2021	12,704.00	Brown and Caldwell				
Supplier Payment	Check	23388	6/30/2021	23,456.56	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco				
Supplier Payment	Check	23389	6/30/2021	32,802.66	CECO Inc				
Supplier Payment	Check	23390	6/30/2021	18,894.94	Chicago Title Company of WA				
Supplier Payment	Check	23391	6/30/2021	424.00	City of Vancouver - Remit-To: COV Main				
Supplier Payment	Check	23392	6/30/2021	3,197.44	Columbia Resource Company				
Supplier Payment	Check	23393	6/30/2021	181.52	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry				
Supplier Payment	Check	23394	6/30/2021	109.95	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry				
Supplier Payment	Check	23395	6/30/2021	8,332.52	Copiers Northwest				
Supplier Payment	Check	23396	6/30/2021	5,947.50	Davidson Benefits Planning				
Supplier Payment	Check	23397	6/30/2021	262.00	Dex Media West				
Supplier Payment	Check	23398	6/30/2021	55,528.33	Donatini Inc				
Supplier Payment	Check	23399	6/30/2021	1,885.95	Ferguson Enterprises - Remit-To: Ferguson - Dallas				
Supplier Payment	Check	23400	6/30/2021	710.00	Fibernet Inc				
Supplier Payment	Check	23401	6/30/2021	3,585.60	Gallagher Bassett Services Inc				
Supplier Payment	Check	23402	6/30/2021	427.50	Gordon Tilden Thomas & Cordell LLP				
Supplier Payment	Check	23403	6/30/2021	1,803.76	HDR Engineering Inc				
Supplier Payment	Check	23404	6/30/2021	8,790.59	Herrera Environmental Consultants Inc				
Supplier Payment	Check	23405	6/30/2021	266.51	J-2 Blueprint Supply Co.				
Supplier Payment	Check	23406	6/30/2021	4,310.50	Keller Associates Inc				

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Supplier Payment	Check	23407	6/30/2021	21.60	Kronos Incorporated - Remit-To: Atlanta				
Supplier Payment	Check	23408	6/30/2021	1,321.10	L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons				
Supplier Payment	Check	23409	6/30/2021	3,208.37	McFarlanes Bark Inc				
Supplier Payment	Check	23410	6/30/2021	2,983.36	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago				
Supplier Payment	Check	23411	6/30/2021	415.82	Northwest Natural Gas Company - Remit-To: NW Natural - Portland				
Supplier Payment	Check	23412	6/30/2021	104,829.96	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland				
Supplier Payment	Check	23413	6/30/2021	1,257.74	Parametrix, Inc				
Supplier Payment	Check	23414	6/30/2021	2,888.80	Parkeon				
Supplier Payment	Check	23415	6/30/2021	5,549.79	Physio-Control Inc - Remit-To: Stryker Medical				
Supplier Payment	Check	23416	6/30/2021	1,120.68	Portland Adventist Medical Center				
Supplier Payment	Check	23417	6/30/2021	7,351.41	PPC Solutions Inc				
Supplier Payment	Check	23418	6/30/2021	764.93	Proforce Marketing Inc				
Supplier Payment	Check	23419	6/30/2021	2,641.76	Roth Staffing Companies LP - Remit-To: Ultimate Staffing Services				
Supplier Payment	Check	23420	6/30/2021	24,420.00	Samuel Lynn Alexander				
Supplier Payment	Check	23421	6/30/2021	83,668.69	SDB Contracting Services				
Supplier Payment	Check	23422	6/30/2021	7,386.75	Sequence Graphics LLC				
Supplier Payment	Check	23423	6/30/2021	7,523.58	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago				
Supplier Payment	Check	23424	6/30/2021	4,326.69	State of Washington Department of Health - Remit-To: WA Dept of Health				
Supplier Payment	Check	23425	6/30/2021	289.00	State of Washington Department of Natural Resources - Remit-To: Dept of Natural Resources - Box 47041				
Supplier Payment	Check	23426	6/30/2021	2,624.50	Summit Law Group				
Supplier Payment	Check	23427	6/30/2021	599.50	Sun Badge Company				
Supplier Payment	Check	23428	6/30/2021	461.13	Towing & Recovering Services Inc				
Supplier Payment	Check	23429	6/30/2021	6,250.00	Trauma Intervention Programs				
Supplier Payment	Check	23430	6/30/2021	674.34	Triple J Enterprises				
Supplier Payment	Check	23431	6/30/2021	184.60	US Bank National Association - Remit-To: Voyager Fleet Systems Inc				
Supplier Payment	Check	23432	6/30/2021	165.00	Vancouver Aire LLC				
Supplier Payment	Check	23433	6/30/2021	229.00	Vast Data Concepts				
Supplier Payment	Check	23434	6/30/2021	403.80	Veritext LLC - Remit-To: Veritext LLC				

INVOICE PAYMENTS REPORT

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Supplier Payment	Check	23435	6/30/2021	642.25	Walter E Nelson Company				
					Waste Connections of Washington - Remit-To: Waste Connections - Vancouver				
Supplier Payment	Check	23436	6/30/2021	4,488.80					
Supplier Payment	Check	23437	6/30/2021	7,238.13	Wilson Oil Inc				
					XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland				
Supplier Payment	Check	23438	6/30/2021	142.26					
			SUBTOTAL	7,212,298.98					
Hansen			6/28/2021	54,885.72	City Payments	Posted 06-22-thru 06-28-21			
Hansen			7/5/2021	293,122.60	City Payments	Posted 06-29-thru 07-05-21			
			SUBTOTAL	348,008.32					
Visa			6/28/2021	2922.90	Miscellaneous	Parks Class Refunds - FCC 06-22-thru 06-28-21			
Visa			6/28/2021	1661.65	Miscellaneous	Parks Class Refunds - MCC 06-22-thru 06-28-21			
Visa			6/28/2021	75.00	Miscellaneous	Parks Class Refunds - Special Events 06-22-thru 06-28-21			
Visa			6/28/2021	0.00	Miscellaneous	Parks Class Refunds - WREC 06-22-thru 06-28-21			
Visa			7/5/2021	1877.96	Miscellaneous	Parks Class Refunds - FCC 06-29-thru 07-05-21			
Visa			7/5/2021	2106.80	Miscellaneous	Parks Class Refunds - MCC 06-29-thru 07-05-21			
Visa			7/5/2021	0.00	Miscellaneous	Parks Class Refunds - Special Events 06-29-thru 07-05-21			
Visa			7/5/2021	0.00	Miscellaneous	Parks Class Refunds - WREC 06-29-thru 07-05-21			
			SUBTOTAL	8644.31					
			TOTAL	7,568,951.61					

City of Vancouver
Payroll Council Report
June 22, 2021 - July 5, 2021

Check No.	Date	Explanation	Amount
3058-3092	06/25/21	12 2021 Payroll	\$ 13,792.00
105051-106783	06/25/21	12 2021 Direct Deposits	\$ 3,209,304.06
3093-3097	06/30/21	6 2021 Pension Payroll	\$ 5,414.59
106909-106957	06/30/21	6 2021 Pension Direct Deposits	\$ 48,624.55

\$ 3,277,135.20



Staff Report 083A-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/12/2021

SUBJECT Public Hearing Continued - Renaissance Boardwalk Development Agreement

Key Points

- Kirkland Development proposes to redevelop 2.03 acres of property on the Columbia River, immediately east of the I-5 Bridge for a high density, mixed use project.
- Project will include 7-8 restaurants and office space (up to 140,000 square feet) and an 8-story tower with up to 220 apartments above an underground parking garage.
- The two existing restaurant buildings would be removed, and the developer will reconstruct a 15-foot wide shoreline boardwalk which will connect with the Renaissance Trail at both ends of the property and record a non-revocable public easement to ensure public access.
- The developer will obtain permits and demolish the City's dilapidated wooden boardwalk, which has been closed due to safety concerns for a number of years, at their expense.
- The development agreement sets forth the terms and conditions that will apply to the development, including vesting the project to development regulations in effect at the time of the approval of the agreement, for a period of 10 years.
- Council held a public hearing to consider the development agreement on June 7, 2021, and requested additional work to increase the level of sustainability, and continued the public hearing to allow for that additional discussion between the developer and staff.
- The developer has agreed that the project will meet at a minimum the LEED Gold energy efficiency and sustainability standards.
- If the development agreement is approved by Council, the developer will be required to apply for a master plan approval under VMC Title 20 and has indicated intent to seek a market-rate multi-family tax exemption. These are two applications that will both require separate future action by the City Council.

Strategic Plan Alignment

Goal 7: Build on our status as the largest city on the Columbia River by strengthening connections to the river and the waterfront

Objective 7.1: Support redevelopment of the Columbia River waterfront.

Action 7.1.3: As opportunities arise, acquire and develop additional trail easements and access points to the river.

Present Situation

Kirkland Development has an option to purchase a 2.03-acre parcel on the Columbia Waterfront immediately east of the I-5 Bridge and is proposing to redevelop the property for a high density mixed use project.

The subject property is located south of SE Columbia Way and existing improvements include two restaurant buildings (Who Song and Larry's and former Joe's Crab Shack) and two surface parking lots with two driveways onto SE Columbia Way. The property has approximately 430 feet of frontage along the Columbia River and a tall concrete bulkhead wall extends along most of the shoreline frontage.

The City owns a wooden "fishing pier" structure along the west 130 feet of property but this structure has fallen into disrepair and has been fenced off by the City due to safety concerns. A narrow pedestrian path exists along the top of the shoreline wall south of the restaurants but access to the pathway has been restricted from the west due to the closure of the pier structure. The City's Waterfront Renaissance Trail is located north of the property along Columbia Way. A pedestrian crossing exists at the northeast corner of the property to the Old Apple Tree Park. The property to the east of the project site is owned by the National Park Service and has a small surface parking lot, pedestrian pathways, and lawn area.

Kirkland intends to redevelop the site following removal of the two restaurant buildings for a large mixed use project, with an 8-story residential tower above four retail and restaurant buildings, with underground parking and outdoor eating areas and reconstruction of a 15-foot wide public pedestrian boardwalk from along the top of the existing shoreline wall.

The proposed development agreement provides certainty to the Developer that certain development standards will apply to the project, certain system development charge credits and transportation impact fee credits will be made available to the project. The development agreement provides the City with certainty that the project will be constructed as proposed, the public walkway along the shoreline will be reconstructed, the wooden fishing pier, which has been closed, will be removed by the Developer, and sustainable design features will be incorporated.

At the June 7 City Council public hearing to consider the development agreement, Council continued the public hearing to allow for additional development of the sustainability features of the project. Subsequent to this public hearing, City staff and the Kirkland team discussed what additional measures could be taken to increase sustainability levels, and Kirkland has agreed to modify the language of the development agreement to meet no less than LEED Gold energy efficiency and sustainability standards. Kirkland has also indicated they would accept a requirement in the development agreement to use only electric power for the residential units, with no natural gas use except for possibly a gas-burning fire pit on the common patio. Additional details regarding the negotiations pertaining to the sustainability features and the related revisions within the development agreement are outlined in the attached memorandum.

City Council has been briefed on the project at two previous workshops, and recently extended

the boundaries of the City's Multi-Family Tax Exemption Program to include the subject property. The Developer intends to utilize the 8-year Market Rate Tax Exemption option under a separate request, and subject to a requirement to provide one or more substantial public benefits.

The City Center Redevelopment Authority reviewed the proposed development agreement on April 15, 2021, and unanimously recommended that City Council approve the agreement as drafted.

Advantage(s)

1. Facilitates the redevelopment of over two acres of waterfront property for high density mixed uses, including housing and waterfront enjoyment uses
2. Provides certainty for the developer regarding regulations that will apply to the project, and to the City that the project will be built as proposed
3. Expands the private investment in revitalizing Vancouver's waterfront to east of the I-5 Bridge.

Disadvantage(s)

None identified.

Budget Impact

None.

Prior Council Review

- August 17, 2020 Council Workshop
- March 22, 2021 Council Workshop
- July 7, 2021 Council public hearing, continued to date certain (meeting minutes)

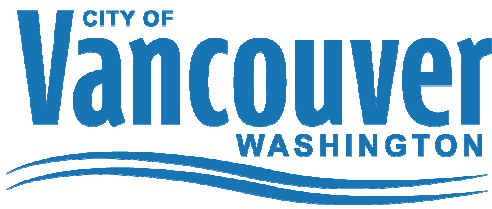
Action Requested

Subject to public hearing, adopt a resolution approving the development agreement between the City and Kirkland Development LLC for the Renaissance Boardwalk project.

Chad Eiken, Community and Economic Development Director, 360-487-7882

ATTACHMENTS:

- ▢ Council Memo
- ▢ Resolution
- ▢ Revised Development Agreement
- ▢ Renaissance Boardwalk LEED Exercise Scorecard
- ▢ Draft CCRA Minutes 15April2021



Memorandum

DATE: June 28, 2021

TO: Mayor and City Council

FROM: Chad Eiken, CED Director

RE: Renaissance Boardwalk Development Agreement – Enhanced Sustainability Measures

CC: Eric J. Holmes, City Manager

On June 7, 2021, City Council held a public hearing to consider a Development Agreement with Kirkland Development for a project named Renaissance Boardwalk, located immediately east of I-5, South of Columbia Way.

Following the closure of the public hearing, Council discussed the sustainability measures proposed by Kirkland Development, including minimum equivalency of LEED Silver building design and construction. While Council agreed with the scope of the project, they indicated that additional work was needed to increase the level of sustainability in order for them to approve the Development Agreement, and the Council's deliberations were continued to Monday July 12, 2021.

Subsequent to the June 7 meeting, city staff and the Kirkland team discussed additional measures to “raise the bar” on sustainability, including exploring other levels of LEED performance. On June 22, 2021, OTAK (architects for the project) convened a half-day eco-charette, which city staff attended, to understand design elements that would possibly be incorporated into the project in order to determine if a LEED Gold level would be achievable. The eco-charette sorted design features by “yes,” “no,” and “maybe” and all of the “yes” points were added up. Following the exercise it was clear that the features that will be incorporated into the project would be able to meet the requirements of LEED Gold.

Dean Kirkland has offered to modify the language of the D.A. so that the project must meet the LEED Gold energy efficiency and sustainability standards, at a minimum. References to other programs such as Green Globes have been deleted in the draft agreement.

In addition to the LEED Gold standard - and to demonstrate to Council that they are committed to delivering a highly sustainable project - the Kirkland team has indicated they would accept a requirement in the D.A. that the apartments be served entirely by electric power, with no natural gas use except for possibly a gas-burning fire pit on a common patio. The restaurant spaces, however, will require the use of natural gas for cooking.

A revised draft Development Agreement is attached for Council's consideration. Revisions that reflect the above-described changes can be found in Section 4.3, which is shown in underline and strikeout format below so that the proposed changes are clear:

4.3 Sustainable Development

4.3.1 All vertical development shall meet at a minimum, ~~one of the following standards: (a)~~ the equivalent of a Leadership in Energy Efficiency and Design (LEED) ~~silver~~ gold standard or better, as published by the U.S. Green Building Council on or before October 19, 2013 (LEED v4) ~~in addition to specific sustainable site features listed in Section 4.3.2; (b) the Earth Advantage Commercial certificate; (c) a Green Globes Certification; or (d) other equivalent sustainable design standard reasonably acceptable to the City that complies with the currently adopted International Building Code, or as approved by other applicable City decision-making authority.~~ Formal certification is not required; however, Developer shall submit documentation to the City Planning Official that demonstrates that the project meets the requisite standards for such certification, and the Planning Official shall review and approve the documentation prior to issuance of a certificate of occupancy.

4.3.2 Sustainable site features shall include the following: (a) all residential units shall be served entirely by electric power with no use of natural gas; (b) on-site landscaping consisting, as much as possible, of native/adaptive and low-water/drought tolerant plantings; ~~(bc)~~ minimum of four (4) electric vehicle charging infrastructure or stations within the parking garage or in the surface parking area; ~~(ed)~~ on-site parking in a parking structure using state-of-the art stacking equipment to accommodate the required off-street parking within a smaller footprint; and ~~(de)~~ mitigation of the deteriorated shoreline using native plantings and creation of shallow water habitat, to be detailed in the Site Plan Application.

Recommendation:

In staff's opinion, the Kirkland Team has responded to Council's feedback from the public hearing in a significant way, by committing to delivering a LEED Gold "plus" project. City Council will have an opportunity to review a subsequent master plan application as well as a multi-family tax exemption request before permits are issued. Staff recommends that Council approve the draft Development Agreement as revised.

Questions

Please contact: Chad Eiken, Director
Community and Economic Development Department
chad.eiken@cityofvancouver.us

07/12/21

RESOLUTION NO. M_____

A RESOLUTION approving a development agreement with Kirkland Development, LLC for an approximately two-acre parcel located east of Interstate 5 and south of SE Columbia fronting along the Columbia River.

WHEREAS, Kirkland Development, LLC (Developer) has the right to acquire ownership of an approximately 2.03-acre parcel of land east of Interstate 5 and south of SE Columbia Way, fronting the Columbia River (Developer Parcel); and

WHEREAS, the City owns certain parcels of land adjacent to the Developer Parcel; and

WHEREAS, the Developer intends to build a single-phase redevelopment project (Project) that seeks to achieve the development goals of the City; and

WHEREAS, in order to further the development goals of the City and to thereby achieve the public benefits of this redevelopment, the City is willing to assist with the related infrastructure improvements so that the Project; and

WHEREAS, the Project will provide considerable benefits to the community and the general public including but not limited providing enhanced public access to the Columbia River and is consistent with the City's Strategic Plan goals and objectives to provide walkable, vibrant commercial areas; and

WHEREAS, in order for the City to determine if the Developer's plans for the Project further the goals of the City, and in order for the Developer to obtain the necessary predictability about what design and regulatory standards will apply to the development of the Project, Developer and City desire to enter into this Renaissance Boardwalk Development Agreement ("Agreement"); and

RESOLUTION - 1

WHEREAS, the intent of this Agreement is to establish the Development Plan and the design standards provided for in this Agreement as the framework for the future development approvals required for the Project as described below; and

WHEREAS, the parties desire to enter into this Agreement in order to establish a collaborative framework to achieve the development goals of the City, and to provide certain basic commitments so that the parties can proceed with further planning and development activities; and

WHEREAS, the City has the authority to enter into this Agreement pursuant to RCW 36.70B.170(1), and the purposes of this Agreement are consistent with the legislative findings in RCW 36.70B.170(1).

NOW, THEREFORE, in consideration of the mutual promises of the parties set forth in this Agreement, the City and the Developer agree as follows:

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VANCOUVER:

Section 1. That the Development Agreement attached hereto as Exhibit “A” is approved.

Section 2. The City Manager is authorized to execute the attached the Development Agreement attached hereto as Exhibit “A” on behalf of the City of Vancouver.

ADOPTED at a Regular Meeting of the Vancouver City Council this _____, of _____, 2021.

Anne McEnery-Ogle, Mayor

RESOLUTION - 2

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, Acting City Attorney

RESOLUTION - 3

RESOLUTION - 1

**RENAISSANCE BOARDWALK
DEVELOPMENT AGREEMENT**

Between

**THE CITY OF VANCOUVER,
a Washington municipal corporation**

And

**KIRKLAND DEVELOPMENT, LLC,
a Nevada limited liability company**

Dated

_____, 2021

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Exhibits

- A. Developer Parcel Legal Description
- B. Developer Parcel Survey
- C. Pier Property
- D. Proposed MFTE Public Benefits
- E. Development Plan
- F. Leased Property
- G. Project Schedule
- H. Open Spaces and Pedestrian Ways
- I. Traffic Impact Analysis

**RENAISSANCE BOARDWALK
DEVELOPMENT AGREEMENT**

DATED: _____, 2021

BETWEEN: THE CITY OF VANCOUVER,
a Washington municipal corporation (the "City")

AND: KIRKLAND DEVELOPMENT, LLC,
a Nevada limited liability company
2370 E 3rd Loop, Suite 100
Vancouver WA 98661 (the "Developer")

RECITALS

Developer has the right to acquire ownership of an approximately 2.03-acre parcel of land east of Interstate 5 and south of SE Columbia Way, fronting the Columbia River. A description of the property is attached as Exhibit A and a survey of the property is attached as Exhibit B ("Developer Parcel"). The City owns certain parcels of land adjacent to the Developer Parcel, which are described and depicted on Exhibit C ("Pier Property"). The Developer intends to build a single phase redevelopment project (the "Project") that seeks to achieve the development goals of the City.

The Project will provide considerable benefits to the community and the general public and is consistent with the City's goals and objectives to provide walkable, vibrant commercial areas. A summary of the proposed MFTE public benefits that will be provided by the Project is attached as Exhibit D.

In order for the City to determine if the Developer's plans for the Project further the goals of the City, and in order for the Developer to obtain the necessary predictability about what design and regulatory standards will apply to the development of the Project, Developer and City desire to enter into this Renaissance Boardwalk Development Agreement ("Agreement").

The development plan for the Project, attached as Exhibit E ("Development Plan"), identifies certain development elements of the Project. The development elements of the Project include the following: Developer will construct four (4) buildings totaling approximately 305,000 square feet. Buildings A, B, and C shown on the Development Plan will include approximately seven (7) to eight (8) restaurants and eateries, with sidewalk cafes separated from the boardwalk by fencing or boundary markers, and retail space on the first floors, tasting rooms and offices on the second floors, and offices or residential on the third floors. Building D shown on the Development Plan will include approximately 11,500 square feet of retail space on the first floor and approximately 195,000 square feet of residential

space on floors two (2) through eight (8). Developer will also construct a boardwalk covering the length of the Developer Parcel along the shoreline bulkhead wall on the north bank of the Columbia River. Onsite parking will consist of twelve (12) surface parking spaces and three hundred four (304) underground parking spaces, which will include sixty-two (62) underground surface spaces and two hundred forty-two (242) underground stacker spaces. On street parallel parking may be located between SW Columbia Way and the existing sidewalk, if there is sufficient right-of-way width. Additional Project details will be provided by Developer in the Master Plan application submittal. All square footage and parking counts are approximate.

The intent of this Agreement is to establish the Development Plan and the design standards provided for in this Agreement as the framework for the future development approvals required for the Project as described below. The execution of this Agreement by the City expressly does not constitute any quasi-judicial or legislative approvals of the Project.

The parties desire to enter into this Agreement in order to establish a collaborative framework to achieve the development goals of the City, and to provide certain basic commitments so that the parties can proceed with further planning and development activities.

The City has the authority to enter into this Agreement pursuant to RCW 36.70B.170(1), and the purposes of this Agreement are consistent with the legislative findings in RCW 36.70B.170(1).

NOW, THEREFORE, in consideration of the mutual promises of the parties set forth in this Agreement, the City and the Developer agree as follows:

SECTION 1 NATURE OF THIS AGREEMENT

This Agreement is a development agreement authorized pursuant to RCW 36.70B.170 through RCW 36.70B.210 and VMC 20.250.010 through VMC 20.250.050. Accordingly, it is a contractual agreement between the City and the Developer, subject to the City's approval by resolution adopted following a public hearing as provided for in RCW 36.70B.200 and VMC 20.250.050.

SECTION 2 EFFECTIVE DATE AND DURATION OF AGREEMENT

2.1 Effective Date.

This Agreement shall not be effective unless and until it is approved by the City Council of the City of Vancouver as provided in Section 1 above, subject to Section 2.2. The "Effective Date" of this Agreement is the date of the approval by the City Council of the City of Vancouver of the resolution adopting this Agreement.

2.2 Effect of Appeal.

In the event that the resolution of the City Council adopting this Agreement is appealed, then this Agreement shall remain effective during the pendency of the appeal or subsequent appeals; however, the obligations of the parties set forth in this Agreement shall be suspended pending the determination and final outcome of any and all appeals. In the event an appeal is filed, the City and the Developer both agree to vigorously resist any appeal. In the event that an appeal results in an outcome that is not an affirmation of the resolution adopting this Agreement, then the City agrees to reasonably defend its resolution adopting this Agreement. The Developer may appeal any such determination until a final judicial resolution of any and all appeals. In the event that any final appeal of the City's resolution does not affirm the resolution adopting this Agreement, then either the City or the Developer may, by written notice to the other, terminate this Agreement within ninety (90) days of the effective date of any such final appeal.

2.3 Duration.

The duration of this Agreement shall be for a period of ten (10) years commencing on the approval of this Agreement by the City Council as provided in Section 2.1 and the expiration of any appeal rights and terminating at the end of the 10th anniversary of such date ("Term"), unless sooner terminated or extended pursuant to the terms of this Agreement. The City shall have the option, with the Developer's consent, to extend the duration of this Agreement for up to three (3) years if development of the Project is proceeding in good faith. Notwithstanding the foregoing, the Term shall be extended by twice the amount of time lost due to the occurrence of any of the following force majeure events that occur prior to the expiration of the Term: (a) war (whether declared or not), armed conflict or the serious threat of the same (including, but not limited to, hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, or extensive military mobilization; (b) civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, or act of civil disobedience; (c) act of terrorism, sabotage, or piracy; (d) plague, epidemic, pandemic, outbreaks of infectious disease, or any other public health crisis, including quarantine or other restrictions imposed by federal, state, or local governments; (d) compliance with any law or governmental order, rule, regulation, direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, or nationalization; (e) act of God or natural disaster such as, but not limited to, violent storm, cyclone, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tsunami, flood, or damage or destruction by lightning or drought; (f) explosion, fire, destruction of machines, equipment, factories and of any kind of installation, or prolonged break-down of transport, telecommunication, or electric current; (g) general labor

disturbance such as, but not limited to, boycott, strike and lock-out, go-slow, or occupation of factories and premises; and (h) shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the Developer.

SECTION 3 **PROJECT SITE**

3.1 **Necessary Components of Project Site.**

The parties agree that the following parcels of property or property interests are all of the required components of the "Project Site":

3.1.1 The Developer Parcel described on attached Exhibit A;

3.1.2 To the extent necessary to build the Renaissance Boardwalk (as defined in Section 8.2.1), a leasehold estate in the shoreline and submersible lands along the north bank of the Columbia River owned by the Washington State Department of Natural Resources ("DNR") and described and depicted on attached Exhibit F ("Leased Property").

3.2 **Assemblage and Acquisition of Project Site.**

With respect to the above components of the Project Site, the parties acknowledge and agree as follows.

3.2.1 Upon approval of this Agreement by the City Council as provided in Section 2.1 and the expiration of any appeal rights, Developer will complete its acquisition of the Developer Parcel.

3.2.2 To the extent necessary to build the Renaissance Boardwalk, Developer shall obtain a twenty (20) year extension of the DNR lease for the Leased Property, with four (4) additional five (5) year extensions. Developer will be the lessee under the DNR lease and will perform all lessee obligations under the extended DNR lease.

SECTION 4 **DEVELOPMENT PLAN**

4.1 **Development Plan.**

In reviewing the Development Plan, the City acted in its proprietary capacity as a party to this Agreement and did not act in its regulatory capacity, and the action of the City in reviewing the Development Plan was not a land use approval.

4.2 **Preparation of Development Approvals.**

Any application for the Development Approvals (defined below) submitted by the Developer for the Project Site shall be consistent with the Development Plan (attached as Exhibit E), the provisions of this Agreement, and provide for the following:

4.2.1 Development of the Project Site shall be conducted in a single phase, consisting of the construction of retail and residential units on the northern portion of the Project Site, construction of restaurant, office, residential, and retail space on the southern portion of the Project Site, construction of underground parking beneath portions of the Project Site, and the construction of the Renaissance Boardwalk. A Project schedule, with

target dates for land use and building permit submittals, permit approvals, start of construction, and anticipated completion, is attached hereto as Exhibit G ("Project Schedule").

4.2.2 Restaurant/Retail/Office Uses: No less than 100,000 square feet and no more than 140,000 square feet, up to a height of 35 feet, unless a height increase is approved through the Shoreline Master Plan review;

4.2.3 Residential Uses: No fewer than 190 residential units and no more than 220 residential units, comprising not less than 180,000 square feet, up to a height of 100 feet above ground level or as allowed by the FAA;

4.2.4 Construction Crane: No crane used in construction of the Project will at any time penetrate the Pearson Field Runway 8 Part 77 approach surface as determined by formal FAA approval;

4.2.5 Open space areas in the general configuration and location identified on Exhibit H; and

4.2.6 Uses otherwise allowed in the CX Zone.

4.3 Sustainable Development

4.3.1 All vertical development shall meet at a minimum, the equivalent of a Leadership in Energy Efficiency and Design (LEED) gold standard or better, as published by the U.S. Green Building Council on or before October 19, 2013 (LEED v4) in addition to specific sustainable site features listed in Section 4.3.2. Formal certification is not required; however, Developer shall submit documentation to the City Planning Official that demonstrates that the project meets the requisite standards for such certification, and the Planning Official shall review and approve the documentation prior to issuance of a certificate of occupancy.

4.3.2 Sustainable site features shall include the following: (a) all residential units shall be served entirely by electric power with no use of natural gas; (b) on-site landscaping consisting, as much as possible, of native/adaptive and low-water/drought tolerant plantings; (c) minimum of four (4) electric vehicle charging infrastructure or stations within the parking garage or in the surface parking area; (d) on-site parking in a parking structure using state-of-the art stacking equipment to accommodate the required off-street parking within a smaller footprint; and (e) mitigation of the deteriorated shoreline using native plantings and creation of shallow water habitat, to be detailed in the Site Plan Application.

SECTION 5 **LAND USE APPROVALS**

5.1 **Generally.**

In general, the Developer acknowledges that in order to commence construction of the Project, the Developer will need to submit applications for and obtain the City's approval of the land use reviews described below. The Developer acknowledges that by approving the Development Plan, in its proprietary capacity, the City is not thereby approving applications to be submitted for the following described land use approvals set forth in Section 5.2.1.

5.2 **Required Land Use Approvals.**

5.2.1 The Developer agrees to submit technically complete land use applications to the City for the City approvals listed below ("City Approvals") no later than December 31, 2021. All applications for the City Approvals must be consistent with: (i) the provisions of this Agreement; and (ii) the Development Plan. After submittal of technically complete applications by the date set forth above, the Developer agrees to vigorously pursue the City Approvals. The City Approvals may include, but are not limited to, the following land use approvals: Master Plan approval; Preliminary Plat approval; Site Plan approval; Design Review approval; Level V Tree Plan approval. Shoreline Conditional Use approval; Shoreline Variance approval; Shoreline Substantial Development Permit approval; Archaeology review; and SEPA review

5.2.2 No later than December 31, 2021, Developer agrees to submit to the appropriate state and regional agencies technically complete applications for the following approvals ("Agency Approvals") and vigorously pursue the Agency Approvals: FAA Height Determination; DNR Lease (if needed); Washington Department of Fish and Wildlife (WDFW) approval of in-water work (if needed); Department of Ecology Shoreline Review following City's review and recommendation; Joint Aquatic Resources Permit Application (JARPA); US Army corps of Engineers (USACE) (if needed). The City Approvals and Agency Approvals are sometimes collectively referred to herein as the "Development Approvals."

5.3 **City Regulatory Authority.**

Notwithstanding the City's execution and approval of this Agreement, the City retains its regulatory authority over the City Approvals referred to in Section 5.2.1. The City shall be free to approve, approve with conditions, or disapprove any or all of the City Approvals referred to in Section 5.2.1, based on the applicable criteria for such approvals. Developer understands that the Washington State Department of Ecology issues the final decision on Shoreline Variance and Shoreline Conditional Use applications following a recommendation from the City. In the event the City disapproves an application for a City Approval, then the Developer shall have no claim or cause of action against the City on account of the City's execution of this Agreement.

5.4 Potential Appeals.

5.4.1 In the event that after the City approves any land use applications referred to in Section 5.2.1, a third-party appeal of a City Approval is filed, then the City agrees to reasonably defend its approval. The Developer may appeal any such determination until there is final judicial resolution of any and all appeals.

5.4.2 The Development Approvals shall be "Final" upon the earlier of: (i) the issuance of the Development Approvals and the expiration of all appeal periods with no appeal being filed; or (ii) the resolution of all appeals in favor of the Development Approvals, with no further appeal being possible.

SECTION 6 VESTING

The Project shall be vested to and have the right to utilize the following uses, design standards, tax benefits, and urban services capacities, including transportation capacity allocations and mitigation measures, through the earlier of the year 2031, as may be extended pursuant to Section 2.3, or termination of this Agreement, as follows:

6.1 Uses.

All uses allowed as of the date of this Agreement under existing zoning, as well as uses set forth in the Development Plan, including conditional uses, will be vested.

6.2 Design Standards.

All setbacks, building height, lot coverage, parking requirements, landscape standards, design and architectural standards, floor area ratio and building coverage standards, and all other land use and zoning-related standards applicable to the development of the Project in effect as of the Effective Date of this Agreement, all as provided for in this Agreement and the Development Plan, as it may be modified by any subsequent land use approvals issued by the City, will be vested.

6.3 Transportation.

6.3.1 Developer has obtained from Charbonneau Engineering a traffic impact analysis for the Project, which is attached hereto as Exhibit I, to determine trip generation and the effect on off-site transportation infrastructure.

6.3.2 The Project shall be vested with 314 P.M. peak-hour trips. The Project's trip generation and distribution to the City's transportation system shall be vested for the term of this Development Agreement, as may be extended pursuant to Section 2.3.

6.3.3 In conjunction with the Site Plan application, Developer will submit a trip debiting memo identifying the number of weekday P.M. peak-hour trips associated with the Project, less existing credited peak-hour trips from current property use or vested as identified in Section 6.3.2.

6.3.4 Developer shall maintain two (2) curb cuts on SE Columbia Way for ingress and egress to the Project.

6.3.5 Project shall receive Traffic Impact Fee Credits of 109 P.M. peak-hour trips for the existing restaurants once they have been demolished, which can be applied to any traffic impact fees owing for the new buildings.

6.4 Tax Benefits.

The Multi-Family Tax Exemption Program, as amended effective April 15, 2021 (MFTE).

6.5 Benefits and Obligations Run with the Land.

The vested rights set forth in Section 6 shall be binding on the Developer Parcel, shall burden and benefit the Developer Parcel, shall run with the land (the Developer Parcel) and shall be binding upon and inure to the benefit of the parties to this Agreement and their respective transferees, successors in interest, or assignees, and shall benefit and bind the City, all according to the terms of this Agreement.

6.6 Environment.

Environmental laws or development requirements shall not vest under this Agreement. Developer shall comply with all environmental law requirements, including standards relating to sustainability and climate action, which are in effect and applicable at the time a development application is submitted for any portion of the Project.

SECTION 7 TERMINATION BASED ON CONDITION SUBSEQUENT

7.1 Termination Events.

In the event any of the following events occur, then either party may terminate this Agreement by written notice to the other within ninety (90) days of the occurrence of such event:

7.1.1 The resolution of the City Council approving this Agreement is ruled invalid by final judicial action.

7.1.2 The Developer fails to obtain Final Development Approvals, including any approval required by an agency with jurisdiction over the project.

7.1.3 Any Development Approval is ultimately resolved in a manner that overturns any such approval.

7.1.4 The Developer is unable to obtain the extended leasehold estate from the DNR referred to in Section 3.2.2.

7.1.5 The Developer is unable to obtain from Clark Public Utilities any necessary permission to demolish the pier on the Pier Property.

7.1.6 The Developer fails to diligently and in good faith pursue the Final City Approvals; provided however, that only the City may terminate under this subsection.

7.1.7 The City fails to diligently and in good faith process the Developer's application for the City Approvals; provided however, that only the Developer may terminate under this subsection.

7.2 Effect of Termination.

A termination elected pursuant to Section 7.1 shall terminate this Agreement in its entirety.

SECTION 8 **ADDITIONAL PROJECT REQUIREMENTS**

The following are additional requirements and agreements between the City and the Developer with respect to the Project.

8.1 Multi-Family Housing Tax Exemption Program.

The City Council extended the MFTE to cover the Project Site. The MFTE includes the eight (8) year market rate option and certain public benefit requirements.

8.2 Open Spaces and Pedestrian Ways.

8.2.1 Renaissance Boardwalk. The at grade footprint of Buildings A, B, and C will be at least fifteen (15) feet from the shoreline bulkhead wall. Between the shoreline bulkhead wall and Buildings A, B, and C, Developer will construct a boardwalk and certain improvements ("Renaissance Boardwalk") across the length of the Developer Parcel between the public sidewalk to the west of the Property to the property line between the Property and connecting to the waterfront path on the National Park Service property to the east of the Property. The Renaissance Boardwalk shall be constructed by Developer at Developer's sole cost and expense and shall be owned and maintained by Developer. As part of the construction of the Renaissance Boardwalk, Developer will reconstruct the access to the Renaissance Boardwalk from the public sidewalk to the west of the Project. The City will grant Developer a construction easement or license for the purpose of reconstructing the public access on City property to the Renaissance Boardwalk. Developer will grant a non-revocable public access easement of not less than fifteen (15) feet in width with no encroachment by outdoor dining or other features (except benches, trash cans, and lighting subject to City approval) to allow the general public access over the Renaissance Boardwalk, subject to reasonable terms and rules and regulations designed to protect public safety and private property and agreed to by the City. After the issuance of the Final Development Approvals with conditions acceptable to the Developer, the Developer agrees to demolish the existing pier on the Pier Property, at no cost to the City and subject to any agency permit approvals and requirements. Developer will obtain any necessary agency permits and permission from Clark Public Utilities in order to accomplish the demolition of the existing pier. At the time Developer demolishes the pier, Developer will remove the existing signage from the shoreline bulkhead wall. No new signage shall be placed on the wall. The City

agrees to favorably consider the removal of the pier as a public benefit for purposes of meeting the MFTE market rate option requirements.

8.2.2 Use of Open Spaces and Pedestrian Ways. The Developer agrees that all open spaces and pedestrian ways within the Project, as identified on Exhibit H, will be open to the general public and the boardwalk shall be subject to non-revocable public access easement, subject only to reasonable rules and regulations designed to protect public safety and private property and as agreed to by the City.

8.2.3 Memorials. Developer will reinstall the historic survey marker and memorialize the marker with a plaque placed on the Property at the current location of the survey marker and accessible to the public, and will memorialize the Witness Tree previously located on the Property with an eight (8) to ten (10) foot stylized metal tree and marker. Developer shall be responsible for maintaining these markers in good condition.

8.3 Charges for Off-Site Impacts and System Development Charge Credits.

8.3.1 Improvements are planned for the intersection of Columbia House Boulevard and Grove Street/Highway 14 off-ramp, including street widening and installation of new traffic signals. Developer will be charged its proportionate share fee for 18 A.M. peak-hour trips at \$600.00 per trip being generated by the Project using the Columbia House Boulevard and Grove Street/Highway 14 off-ramp. Developer may use any remaining TIF or other development credits from Section 8.2.1 to pay the fee.

8.3.2 Subject to Section 14.04.235 of the VMC and the provisions of Resolution M-2492, the City has determined that the Developer shall receive systems development charge credits in the following amounts when the existing restaurants on the Property are demolished: (a) water credits in the amount of \$37,760.00, and (b) sewer credits in the amount of \$92,246.67. Developer may apply these credits to any parcel or building in the Project.

SECTION 9 **GENERAL PROVISIONS**

9.1 Waiver.

The failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.

9.2 Prior Agreements.

This Agreement is the entire, final, and complete agreement of the parties pertaining to the matters covered by this Agreement, and supersedes and replaces all prior or existing written and oral agreements between the parties and/or their representatives relating to the same matters.

9.3 Notices.

Any notice under this Agreement shall be in writing and shall be effective when actually delivered in person, or one (1) business day after deposit with a nationally recognized overnight courier service, with charges pre-paid, or three (3) days after being deposited in the U.S. mail, registered or certified, return-receipt requested, postage prepaid and addressed to the party at the address set forth below or such other address as either party may designate by written notice to the other.

If to the City:	City of Vancouver PO Box 1995 Vancouver WA 98668 Attn: Eric Holmes, City Manager
With a copy to:	Office of the City Attorney Jonathan Young Vancouver WA 98668 Attn: Assistant City Attorney
If to the Developer:	Kirkland Development LLC 2370 E 3rd Lp Ste 100 Vancouver WA 98661 Attn: Dean Kirkland, Chairman
With a copy to:	Jordan Ramis PC Two Centerpointe Drive 6th Floor Lake Oswego OR 97035 Attn: Thomas B. Eriksen

9.4 Applicable Law; Venue.

This Agreement has been entered into in Washington, and the Project Site is located in Washington. The parties agree that the laws of the state of Washington shall be used in construing this Agreement and enforcing the rights and remedies of the parties. Venue shall be in the Superior Court for Clark County, Washington; provided that, if litigation is properly brought in federal court, venue shall be in the U.S. District Court for the Western District of Washington.

9.5 Attorneys' Fees.

In the event of litigation to enforce or interpret this Agreement, the prevailing party shall recover its litigation costs, disbursements, paralegal fees, expert fees, and attorneys' fees as determined by the judge at trial or upon any appeal or petition for review.

9.6 Brokerage Commissions.

Neither the City nor the Developer have used a real estate broker, agent, or finder in connection with this Agreement. Each party (for purposes of this Section, the "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (for purposes of this Section,

the "Indemnatee") from and against any and all commissions or fees and arising out of the actions of the Indemnitor.

9.7 Invalid Provision.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be severable, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and not be affected by such illegal, invalid, or unenforceable provision or by its severance.

9.8 Time.

Time is of the essence in this Agreement.

9.9 City Inspection Rights.

The City shall be entitled at any reasonable time, to come upon any portion of the Project Site for purposes of inspecting the Project Site and the Developer's development of such portions for purposes of determining the Developer's compliance with its obligations under this Agreement. The City shall comply with any safety regulations generally imposed by the Developer with respect to construction activities on the Project Site.

9.10 Defined Terms.

A word that is capitalized and is not the first word in a sentence or is set off in quotation marks is a defined term. A defined term has the meaning given to it when first used in this Agreement.

9.11 Exhibits.

All Exhibits to this Agreement are an integral part of this Agreement and are incorporated into the text of this Agreement by reference.

9.12 Assignment.

Except as expressly provided in this Section 10.13, neither party may assign its respective rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Developer may assign its rights and obligations under this Agreement without the City's prior written consent to an entity controlled by or under common control of the Developer or its principals.

9.13 Amendment.

Any amendment to or modification of this Agreement must be in writing and signed by the parties.

9.14 Binding Agreement.

This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement to be effective as of the date set forth above.

CITY: CITY OF VANCOUVER, a Washington municipal corporation

By: _____
Eric Holmes, City Manager

Approved as to form:

By: _____
_____, _____

Approved as to form:

By: _____
Jonathan Young, City Attorney

DEVELOPER: KIRKLAND DEVELOPMENT, LLC, a Nevada limited liability company

By: _____
Dean Kirkland, Chairman

[acknowledgements on following page]

STATE OF WASHINGTON)
)ss
COUNTY OF CLARK)

I hereby certify that I know or have satisfactory evidence that Eric Holmes is the person who appeared before me, and that said person acknowledged that he is authorized to execute the foregoing document and acknowledges it as the City Manager of the City of Vancouver to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated this _____ day of _____. 2021

NOTARY PUBLIC for the State of Washington
Residing in the County of Clark
My Commission Expires: _____

STATE OF WASHINGTON)
)ss
COUNTY OF CLARK)

I hereby certify that I know or have satisfactory evidence that Dean Kirkland is the person who appeared before me, and that said person acknowledged that he is authorized to execute the foregoing document and acknowledges it as the Chairman of Kirkland Development, LLC, a Nevada limited liability company, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated this _____ day of _____. 2021

NOTARY PUBLIC for the State of Washington
Residing in the County of Clark
My Commission Expires: _____

EXHIBIT A

Developer Parcel Legal Description

PARCEL I

A PORTION OF THE LOTS 1, 2, 7 AND 8, BLOCK 1, WEST VANCOUVER, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "B" OF PLATS, PAGE 40, RECORDS OF CLARK COUNTY, WASHINGTON, AND A PORTION OF THE U.S. MILITARY RESERVATION, A PORTION OF TRACT 30, VANCOUVER TIDE LANDS AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO GEORGE H. KILLIAN BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. G 695461, RECORDS OF CLARK COUNTY, WASHINGTON, ALSO INCLUDING A PORTION OF THE RIGHT OF WAY OF COLUMBIA WAY VACATED PER VACATION ORDINANCE M-1892, RECORDED UNDER AUDITOR'S FILE NO. 7812150085, RECORDS OF CLARK COUNTY, LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A 3 1/2 INCH BRASS DISC AT THE SOUTHEAST CORNER OF THE AMOS SHORT DONATION LAND CLAIM, SAID CORNER BEING AT THE INTERSECTION OF THE WEST LINE OF THE U.S. MILITARY RESERVATION AND THE MEANDER LINE OF THE COLUMBIA RIVER;

THENCE SOUTH 46°43'19" EAST, ALONG SAID MEANDER LINE, FOR A DISTANCE OF 7.87 FEET;

THENCE SOUTH 43°08'58" EAST, CONTINUING ALONG SAID MEANDER LINE, FOR A DISTANCE OF 181.11 FEET;

THENCE NORTH 32°43'54" EAST, FOR A DISTANCE OF 31.02 FEET;

THENCE NORTH 57°16'06" WEST, FOR A DISTANCE OF 12.00 FEET;

THENCE NORTH 32°43'54" EAST, FOR A DISTANCE OF 117.00 FEET;

THENCE NORTH 64°23'30" WEST, FOR A DISTANCE OF 80.50 FEET;

THENCE NORTH 78°02'30" WEST, FOR A DISTANCE OF 62.00 FEET;

THENCE NORTH 12°51'37" EAST, FOR A DISTANCE OF 28.91 FEET TO THE SOUTH RIGHT OF WAY LINE OF COLUMBIA WAY;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE BEING THE ARC OF A 379.30 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE LONG CHORD OF WHICH BEARS SOUTH 86°29'41" WEST, FOR A CHORD DISTANCE OF 170.50 FEET THROUGH A CENTRAL ANGLE OF 25°58'35", FOR AN ARC DISTANCE OF 171.96 FEET;

THENCE SOUTH 73°30'15" WEST, CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, FOR A DISTANCE OF 33.26 FEET TO THE WEST LINE OF TRACT 30, VANCOUVER TIDE LANDS;

THENCE SOUTH 00°44'45" WEST, ALONG THE WEST LINE OF SAID TRACT 30, FOR A DISTANCE OF 20.94 FEET;

THENCE NORTH 73°30'15" EAST, FOR A DISTANCE OF 39.46 FEET;

THENCE ALONG THE ARC OF A 359.30 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS NORTH 78°35'36" EAST, FOR A CHORD DISTANCE OF 63.71 FEET THROUGH A CENTRAL ANGLE OF 10°10'24", FOR AN ARC DISTANCE OF 63.80 FEET;

THENCE SOUTH 00°44'45" WEST, FOR A DISTANCE OF 51.92 FEET;

THENCE SOUTH 89°15'15" EAST, FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL II

A PORTION OF THE LOTS 1, 2, 7 AND 8, BLOCK 1, WEST VANCOUVER, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "B" OF PLATS, PAGE 40, RECORDS OF CLARK COUNTY, WASHINGTON, AND A PORTION OF THE U.S. MILITARY RESERVATION, A PORTION OF TRACT 30, VANCOUVER TIDE LANDS AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO GEORGE H. KILLIAN BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. G 695461, RECORDS OF CLARK COUNTY, WASHINGTON, ALSO INCLUDING A PORTION OF THE RIGHT OF WAY OF COLUMBIA WAY VACATED PER VACATION ORDINANCE M-1892, RECORDED UNDER AUDITOR'S FILE NO. 7812150085, RECORDS OF CLARK COUNTY, LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A 3 1/2 INCH BRASS DISC AT THE SOUTHEAST CORNER OF THE AMOS SHORT DONATION LAND CLAIM, SAID CORNER BEING AT THE INTERSECTION OF THE WEST LINE OF SAID U.S. MILITARY RESERVATION AND THE MEANDER LINE OF THE COLUMBIA RIVER;

THENCE SOUTH 22°40'48" WEST, ALONG THE WEST LINE OF SAID U.S. MILITARY RESERVATION, FOR A DISTANCE OF 113.64 FEET TO THE NORTH LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO CITY OF VANCOUVER BY DEED RECORDED UNDER AUDITOR'S FILE NO. 9005240068, RECORDS OF CLARK COUNTY, WASHINGTON;

THENCE NORTH 62°05'00" WEST, ALONG SAID NORTH LINE, FOR A DISTANCE OF 98.38 FEET TO THE WEST LINE OF SAID TRACT 30, VANCOUVER TIDE LANDS;

THENCE NORTH 00°44'45" EAST, ALONG THE WEST LINE OF SAID TRACT 30, FOR A DISTANCE OF 87.30 FEET;

THENCE NORTH 73°30'15" EAST, FOR A DISTANCE OF 39.46 FEET;

THENCE ALONG THE ARC OF A 359.30 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS NORTH 78°35'36" EAST, FOR A CHORD DISTANCE OF 63.71 FEET THROUGH A CENTRAL ANGLE OF 10°10'24", FOR AN ARC DISTANCE OF 63.80 FEET;

THENCE SOUTH 00°44'45" WEST, FOR A DISTANCE OF 51.92 FEET;

THENCE SOUTH 89°15'15" EAST, FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL III

A PORTION OF THE U.S. MILITARY RESERVATION, TRACT 31, VANCOUVER TIDE LANDS AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO GEORGE H. KILLIAN BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. G 695461, RECORDS OF CLARK COUNTY, WASHINGTON, LOCATED IN PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 27 AND THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A 3 1/2 INCH BRASS DISC AT THE SOUTHEAST CORNER OF THE AMOS SHORT DONATION LAND CLAIM, SAID CORNER BEING AT THE INTERSECTION OF THE WEST LINE OF THE U.S. MILITARY RESERVATION AND THE MEANDER LINE OF THE COLUMBIA RIVER;

THENCE SOUTH 46°43'19" EAST, ALONG SAID MEANDER LINE, FOR A DISTANCE OF 7.87 FEET;

THENCE SOUTH 43°08'58" EAST, CONTINUING ALONG SAID MEANDER LINE, FOR A DISTANCE OF 181.11 FEET;

THENCE SOUTH 32°43'54" WEST, FOR A DISTANCE OF 68.99 FEET TO THE INNER HARBOR LINE OF THE COLUMBIA RIVER;

THENCE NORTH 64°25'39" WEST, ALONG SAID INNER HARBOR LINE, FOR DISTANCE OF 160.69 FEET TO THE EASTERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE CITY OF VANCOUVER BY DEED RECORDED UNDER AUDITOR'S FILE NO. 9005240068, RECORDS OF CLARK COUNTY, WASHINGTON;

THENCE NORTH 72°55'00" EAST, ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 20.35 FEET TO AN ANGLE POINT THEREIN;

THENCE SOUTH 57°26'30" EAST, CONTINUING ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 30.75 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 32°34'30" EAST, CONTINUING ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 0.50 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 11°56'06" WEST, CONTINUING ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 6.31 FEET TO THE NORTHERLY LINE OF SAID CITY OF VANCOUVER TRACT;

THENCE NORTH 57°26'30" WEST, ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 26.33 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 27°55'00" EAST, CONTINUING ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 3.63 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 62°05'00" WEST, CONTINUING ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 16.97 FEET TO THE WEST LINE OF SAID U.S. MILITARY RESERVATION;

THENCE NORTH 22°40'48" EAST, ALONG THE WEST LINE OF SAID U.S. MILITARY RESERVATION, FOR A DISTANCE OF 113.64 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL IV

A PORTION OF THE U.S. MILITARY RESERVATION AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO GEORGE H. KILLIAN BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. G 695461, RECORDS OF CLARK COUNTY, WASHINGTON, LOCATED IN PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 27 AND THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID KILLIAN TRACT, SAID CORNER BEARING SOUTH 77°35'47" EAST, A DISTANCE OF 362.77 FEET FROM A 3 1/2 INCH BRASS DISC AT THE SOUTHEAST CORNER OF THE AMOS SHORT DONATION LAND CLAIM, SAID CORNER OF THE KILLIAN TRACT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF COLUMBIA WAY;

THENCE SOUTH 32°43'54" WEST, ALONG THE EAST LINE OF SAID KILLIAN TRACT, FOR A DISTANCE OF 191.00 FEET TO THE MEANDER LINE OF THE COLUMBIA RIVER;

THENCE NORTH 55°08'53" WEST, ALONG SAID MEANDER LINE, FOR A DISTANCE OF 93.69 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 43°08'58" WEST, CONTINUING ALONG SAID MEANDER LINE, FOR A DISTANCE OF 65.14 FEET;

THENCE NORTH 32°43'54" EAST, FOR A DISTANCE OF 31.02 FEET;

THENCE NORTH 57°16'06" WEST, FOR A DISTANCE OF 12.00 FEET;

THENCE NORTH 32°43'54" EAST, FOR A DISTANCE OF 117.00 FEET;

THENCE NORTH 64°23'30" WEST, FOR A DISTANCE OF 80.50 FEET;

THENCE NORTH 78°02'30" WEST, FOR A DISTANCE OF 62.00 FEET;

THENCE NORTH 12°51'37" EAST, FOR A DISTANCE OF 28.91 FEET TO SAID SOUTH RIGHT OF WAY LINE;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE BEING THE ARC OF A 379.30 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS SOUTH 68°16'53" EAST, FOR A

CHORD DISTANCE OF 160.77 FEET THROUGH A CENTRAL ANGLE OF 24°28'16", FOR AN ARC DISTANCE OF 162.00 FEET;

THENCE SOUTH 56°02'45" EAST, CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, FOR A DISTANCE 47.40 FEET;

THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE BEING THE ARC OF A 5760.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, THE LONG CHORD OF WHICH BEARS SOUTH 56°35'57" EAST, FOR A CHORD DISTANCE OF 111.28 FEET THROUGH A CENTRAL ANGLE OF 01°06'25", FOR AN ARC DISTANCE OF 111.28 FEET TO THE POINT OF BEGINNING.

PARCEL V

A PORTION OF TRACT 31, VANCOUVER TIDE LANDS AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO GEORGE H. KILLIAN BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. G 695461, RECORDS OF CLARK COUNTY, WASHINGTON, LOCATED IN PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 27 AND THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID KILLIAN TRACT, SAID CORNER BEARING SOUTH 77°35'47" EAST, A DISTANCE OF 362.77 FEET FROM A 3 1/2 INCH BRASS DISC AT THE SOUTHEAST CORNER OF THE AMOS SHORT DONATION LAND CLAIM, SAID CORNER OF THE KILLIAN TRACT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF COLUMBIA WAY;

THENCE SOUTH 32°43'54" WEST, ALONG THE EAST LINE OF SAID KILLIAN TRACT, FOR A DISTANCE OF 191.00 FEET TO THE MEANDER LINE OF THE COLUMBIA RIVER AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 32°43'54" WEST, CONTINUING ALONG THE EAST LINE OF SAID KILLIAN TRACT, FOR A DISTANCE OF 29.94 FEET TO THE INNER HARBOR LINE OF THE COLUMBIA RIVER;

THENCE NORTH 64°25'39" WEST, ALONG SAID INNER HARBOR LINE, FOR A DISTANCE OF 158.03 FEET;

THENCE NORTH 32°43'54" EAST, FOR A DISTANCE OF 68.99 FEET TO SAID MEANDER LINE;

THENCE SOUTH 43°08'58" EAST, ALONG SAID MEANDER LINE, FOR A DISTANCE OF 65.14 FEET TO AN ANGLE POINT THEREIN;

THENCE SOUTH 55°08'53" EAST, CONTINUING ALONG SAID MEANDER LINE, FOR A DISTANCE OF 93.69 FEET TO THE TRUE POINT OF BEGINNING.

Developer Parcel Survey



EXHIBIT C
Pier Property

Tideland Lot 502291

West Vancouver #3 Block 2

(See attached)

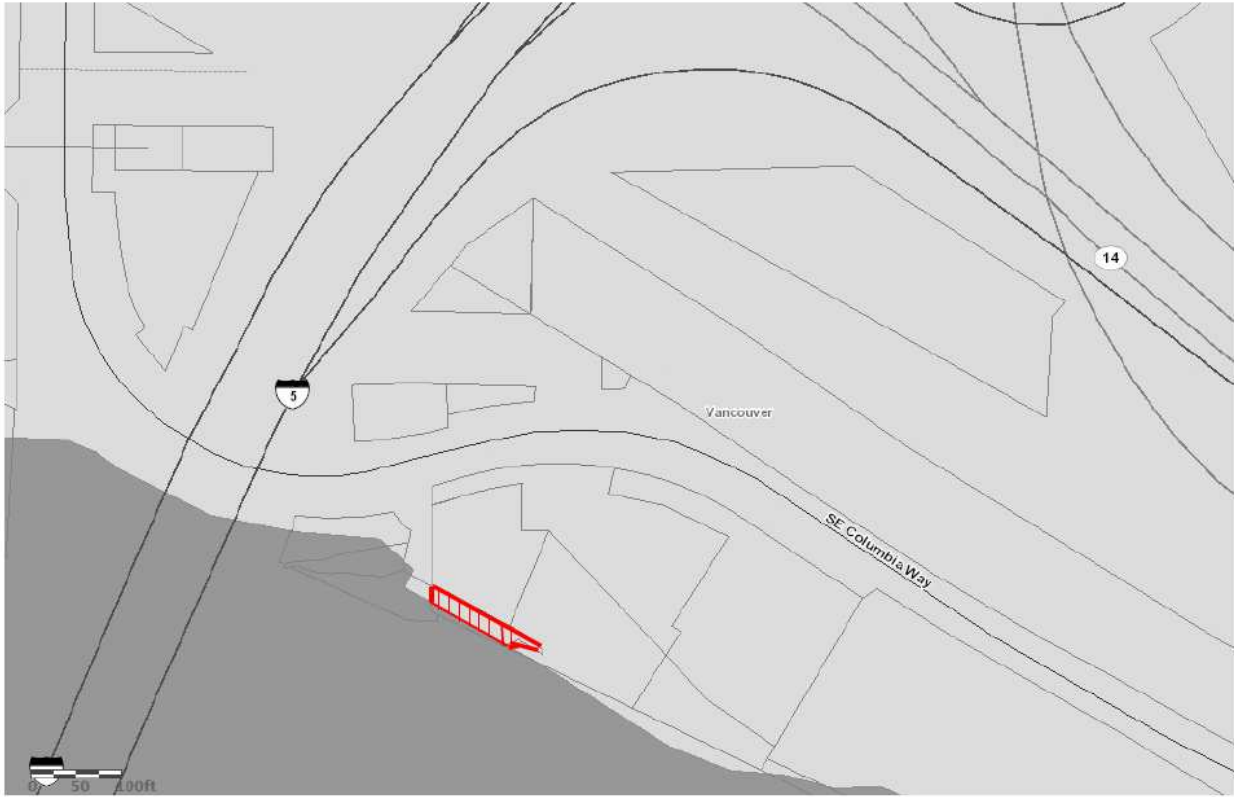


EXHIBIT D

Proposed MFTE Public Benefits

Renaissance Trail

Along the Renaissance Trail, the Developer proposes to install interpretive kiosks to tell some of the history of the Project Site. The process the design team will undertake to define the appropriate history for the site will include:

1. Work with City of Vancouver Community and Economic Development Director to establish the stakeholder's group.
2. Work with stakeholders' group to define narrative and history of the site.
3. Work with City of Vancouver DEI Director to ensure history description aligns with the goals of the department and City of Vancouver.
4. Work with the City of Vancouver Culture, Art & Heritage Commission to finalize the public art design and confirm consistency with the City's Culture, Art and Heritage Plan.

Potential site history narratives that could be commemorated with interpretive markers:

- a. **Indigenous Peoples:** In conjunction with local historians, tribes, and other sources, provide acknowledgment of indigenous peoples who inhabited the land.
- b. **The Naming of Vancouver:** Lt. William Broughton, who in 1792 explored up the Columbia River by as many as 100 miles, named Vancouver after his commanding officer, Captain George Vancouver.
- c. **Lewis and Clark Expedition:** In the early in 1800s, Lewis and Clark camped just east of what is now Captain William Clark Park at Cottonwood Beach while returning from their famous expedition to the Pacific Ocean.
- d. **Fort Vancouver Was Born:** In 1825, Dr. James McLoughlin moved the northwest headquarters of the Hudson's Bay Company upriver from Astoria to a more favorable setting — now called Fort Vancouver.
- e. **The waterfront bustled with business:** An 1891 directory listed five sawmills, two sash-and-door factories, a box factory, three brickyards, and a brewery owned by Henry Weinhard on the Columbia River waterfront. The area was a transportation hub with a ferry landing, rail stops, and hotels.

Renaissance Boardwalk (Public Path)

The pier adjacent to the Columbia River has been in disrepair and closed to the public for over a decade. The two restaurants currently located on the Project Site have not maintained the public way and it has not been accessible to the public for decades. The Renaissance Boardwalk Development will restore public access along the river with the construction of the Renaissance Boardwalk path. The Renaissance Boardwalk will connect the west end of the site to the National Park Service trails at the east end of the site. Enhancing the Renaissance Boardwalk will be two special and significant public realm art pieces. Vancouver history that will be commemorated on the Renaissance Boardwalk includes:

- a. **The Witness Tree**, which stood witness to the rich history of our region:
 - i. The proud tree overlooked the peace pipe meeting of local Native American chiefs early in the early 1800s.
 - ii. The location of the Witness Tree was known to be the landing point of the Hudson's Bay Company fur traders around 1824.
 - iii. General O.O. Howard fixed the military post survey lines with the Witness Tree at its southwest corner.

- iv. Surveyors who surveyed the southwestern portion of Washington State drove a copper stake into the tree, anchoring it even more firmly into our history.
- b. **The first corner monument** established in Washington. This monument is the original SW corner of the Fort Vancouver Military Reservation, the SE corner of the Amos Short Donation Land Claim, and the SE corner of the Townsite of Vancouver as originally platted in 1860.

Demolition of Pier

The public City pier adjacent to the Project Site has fallen into disrepair and many years ago was fenced off due to the unsafe condition. The City is unable to maintain or repair the pier for public use and it is no longer an asset for the community. As part of the Project, the Developer will remove the existing pier.

Public Realm – connecting the Renaissance Trail to the Renaissance Boardwalk

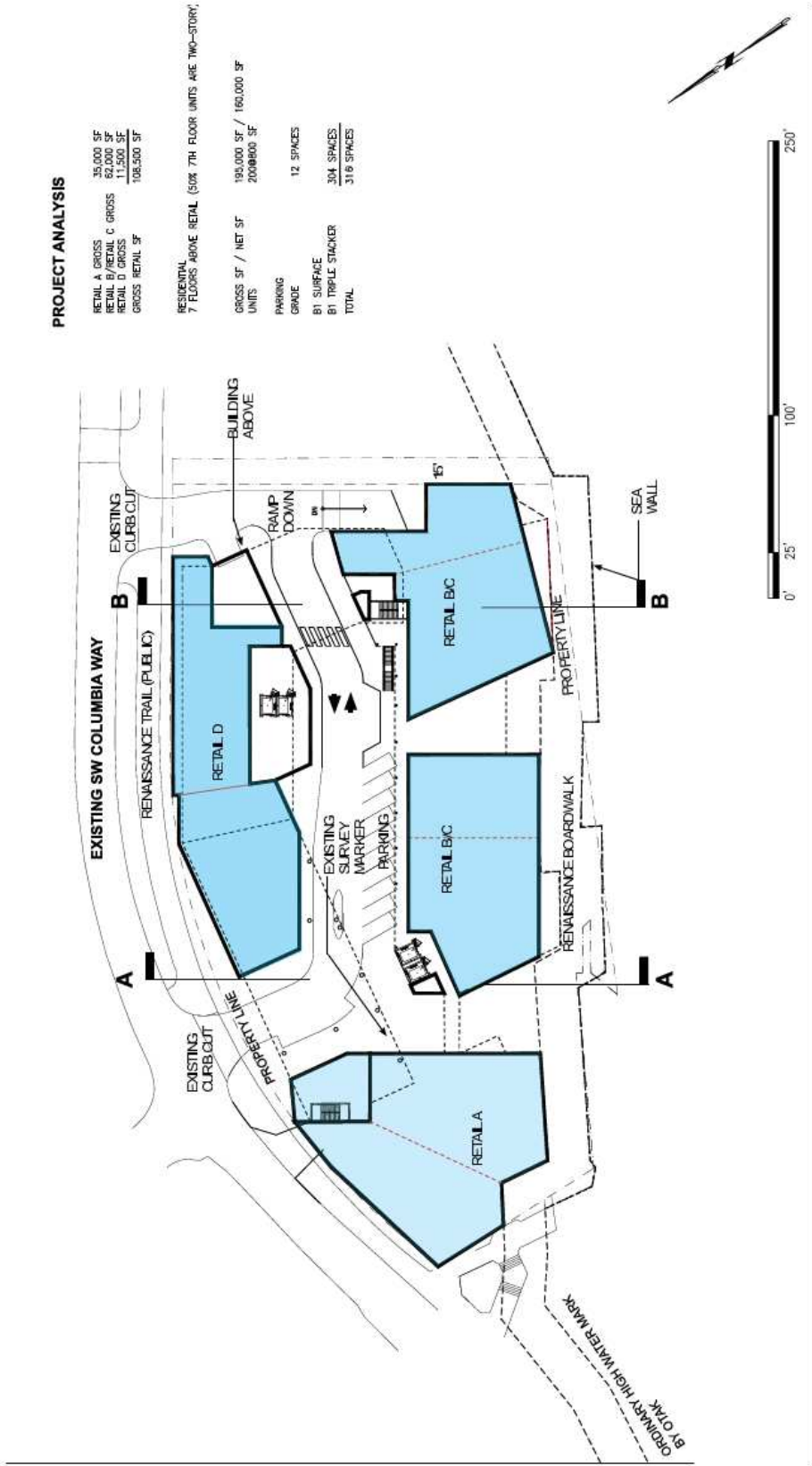
The current connection of the Renaissance Trail to the Pier and the proposed Renaissance Boardwalk path has fallen into disrepair and does not meet ADA standards. The Renaissance Boardwalk Development Project will include rebuilding this section of the public realm and upgrading it to ADA standards. The Developer will work with the parks department to re-landscape the area. This rebuilt west connection will connect to the Renaissance Boardwalk.

EXHIBIT E
Development Plan

KIRKLAND RENAISSANCE BOARDWALK | DEVELOPMENT PLAN

MAY 4, 2021





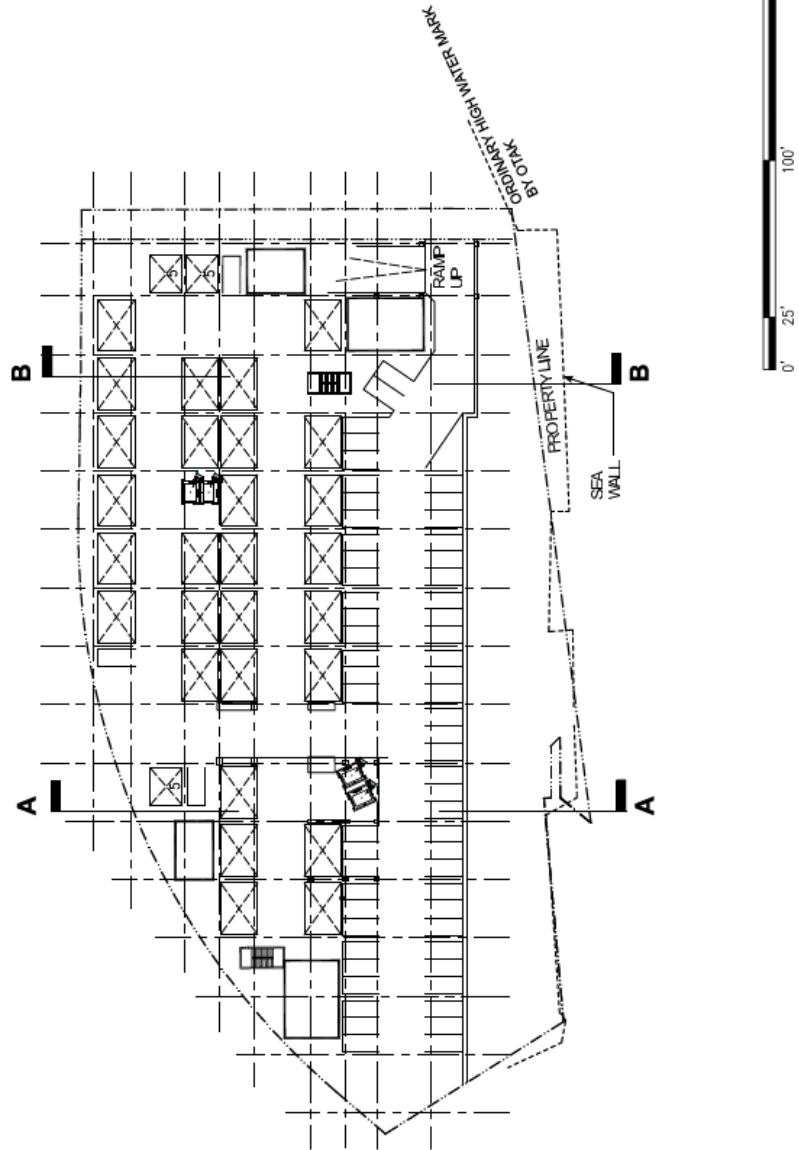
PROJECT ANALYSIS

RETAIL A GROSS	35,000 SF
RETAIL B/RETAIL C GROSS	52,000 SF
RETAIL D GROSS	11,500 SF
GROSS RETAIL SF	108,500 SF

RESIDENTIAL
7 FLOORS ABOVE RETAIL (50% 7TH FLOOR UNITS ARE TWO-STORY)

GROSS SF / NET SF	195,000 SF / 160,000 SF
UNITS	200/800 SF
PARKING	12 SPACES
BI SURFACE	304 SPACES
BI TRIPLE STACKER	316 SPACES
TOTAL	

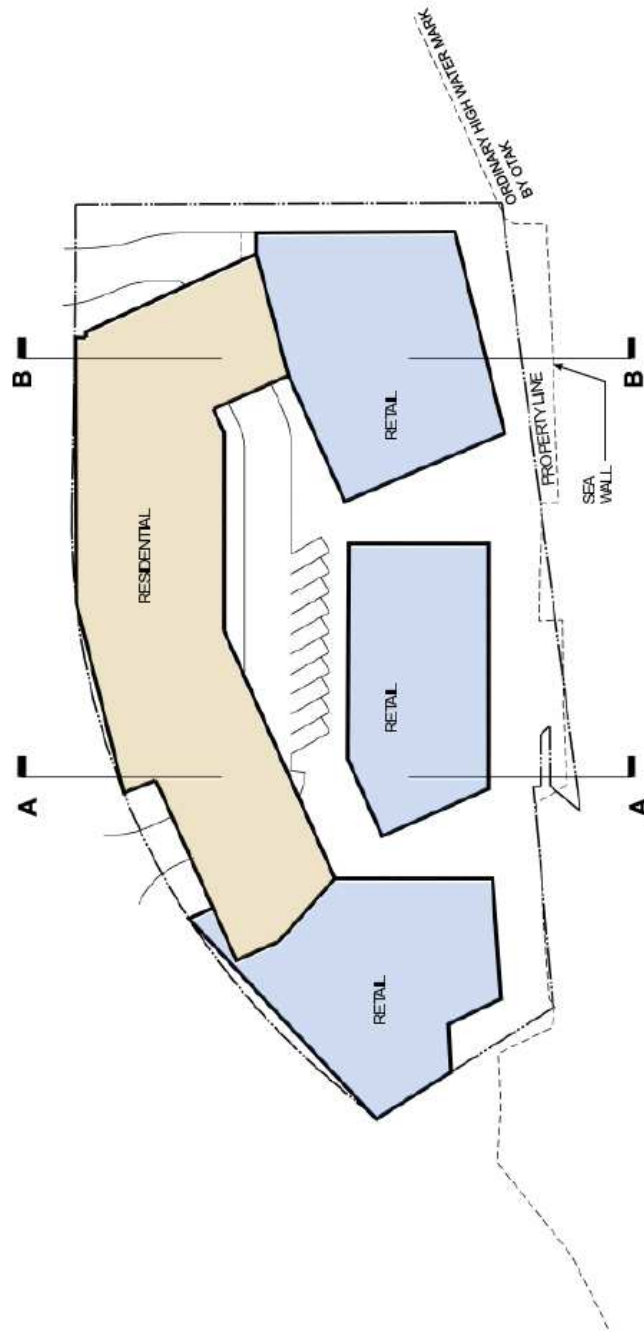




KIRKLAND RENAISSANCE BOARDWALK | PARKING LAYOUT | FLOOR B1

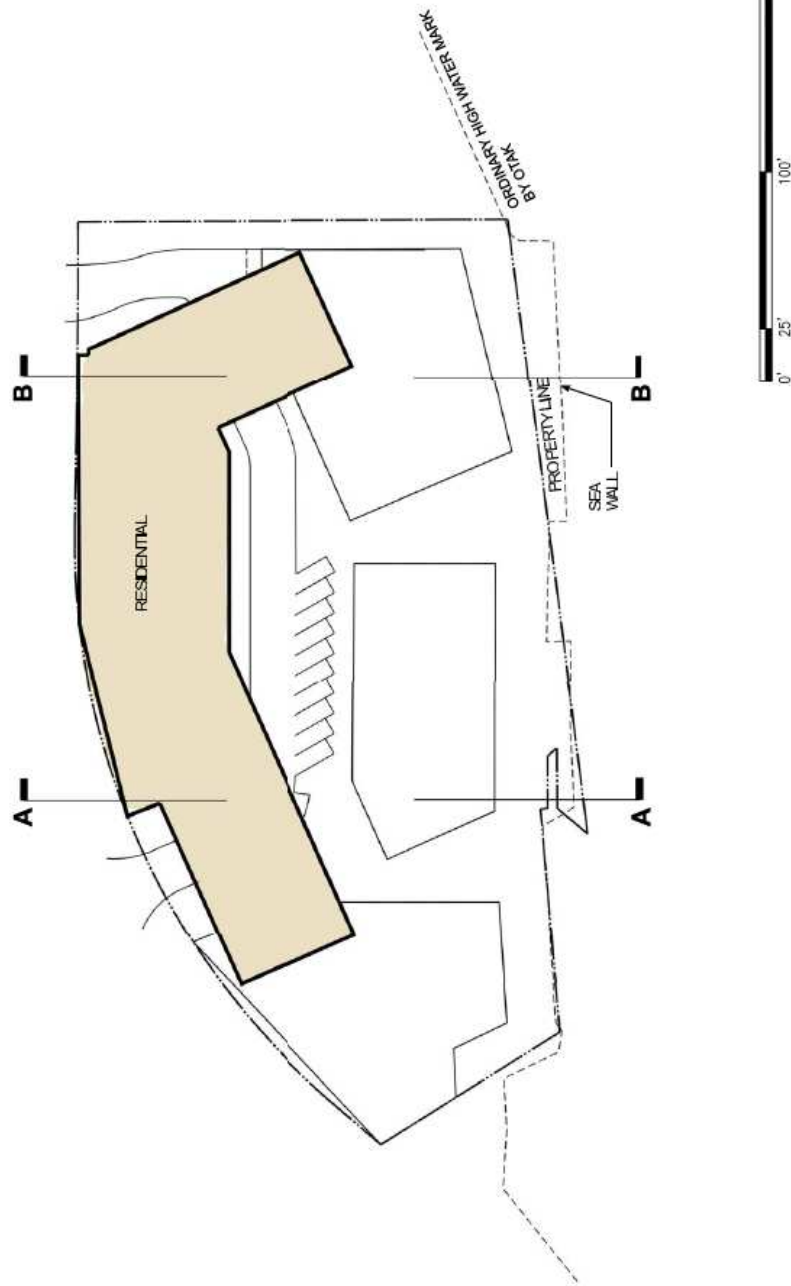
3 | MAY 4, 2021 | PROJECT 18023





KIRKLAND RENAISSANCE BOARDWALK | FLOOR PLAN | FLOORS 2-3

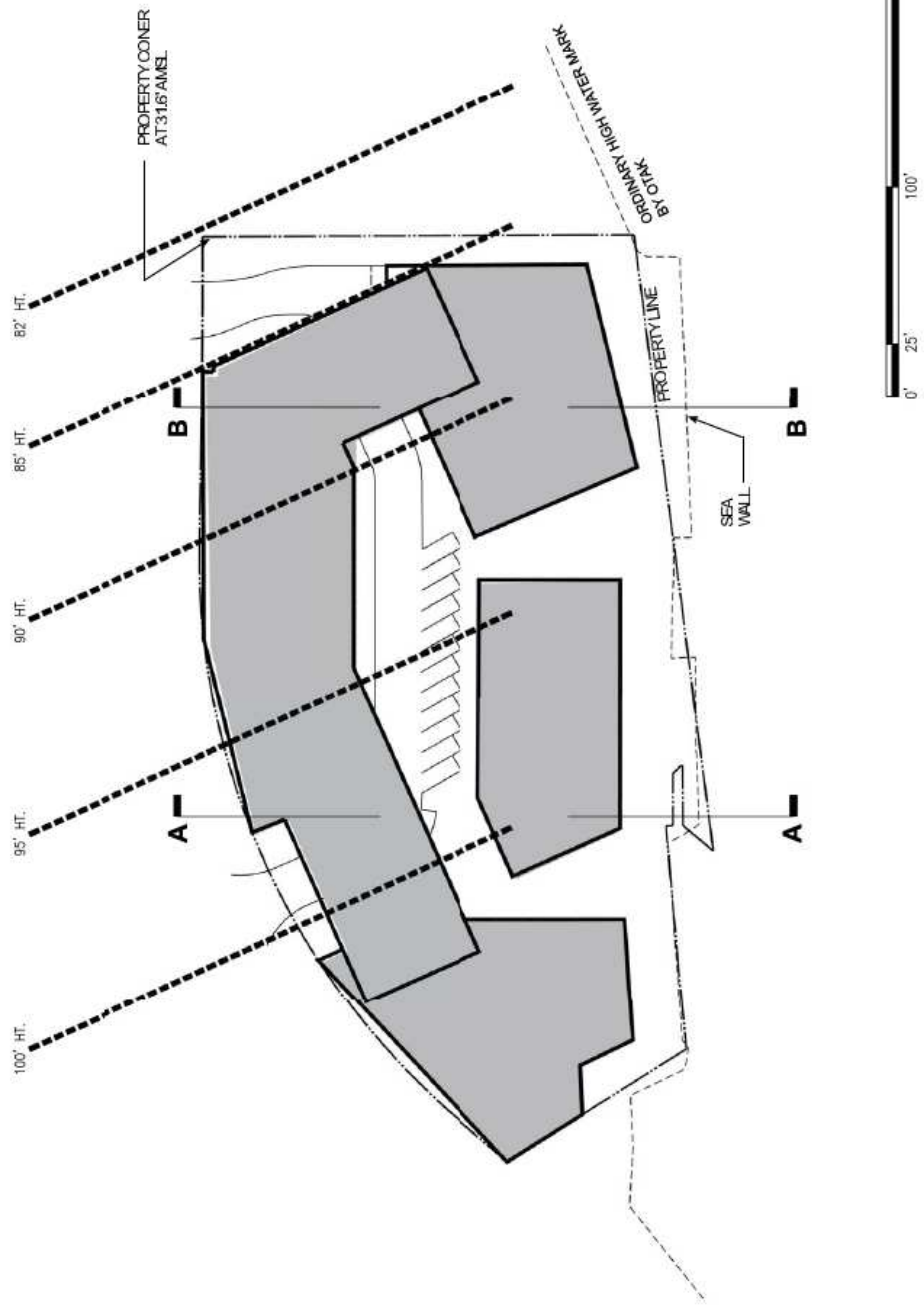
4 | MAY 4, 2021 | PROJECT 18923



KIRKLAND RENAISSANCE BOARDWALK | FLOOR PLAN | FLOORS 4-8

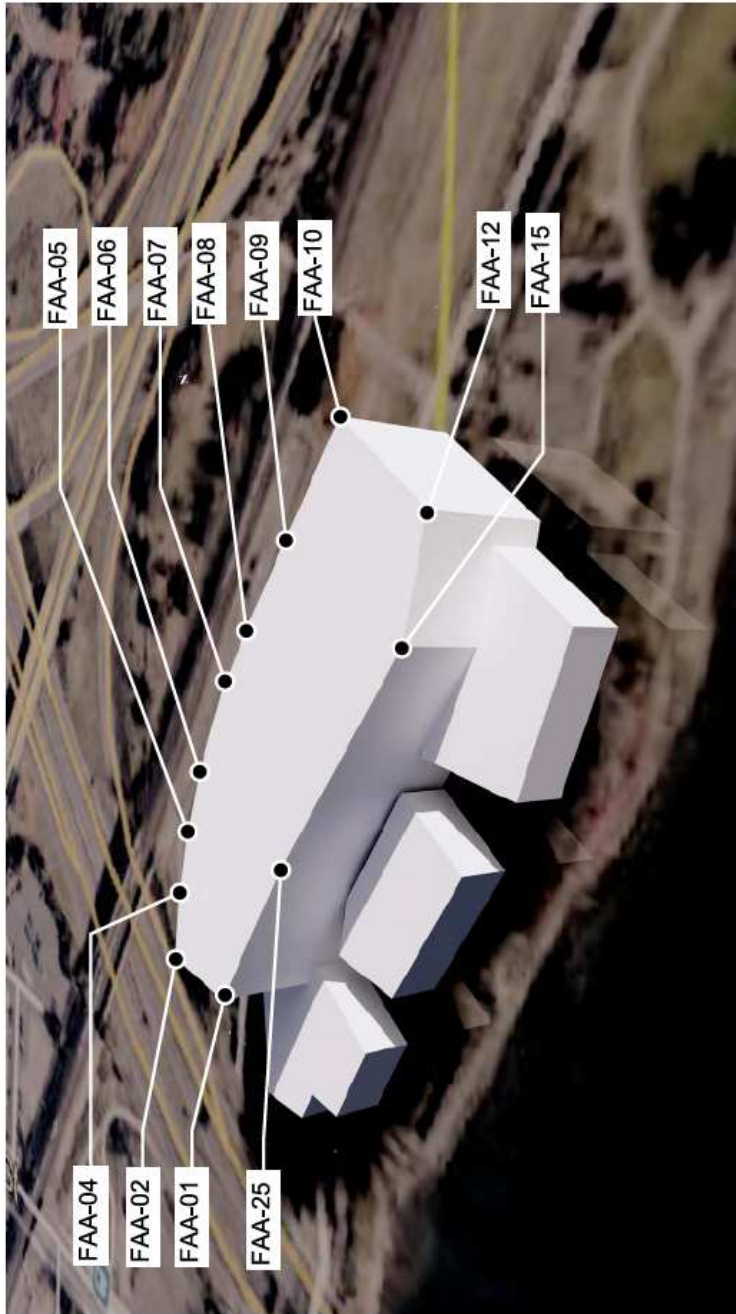


5 | MAY 4, 2021 | PROJECT 19923

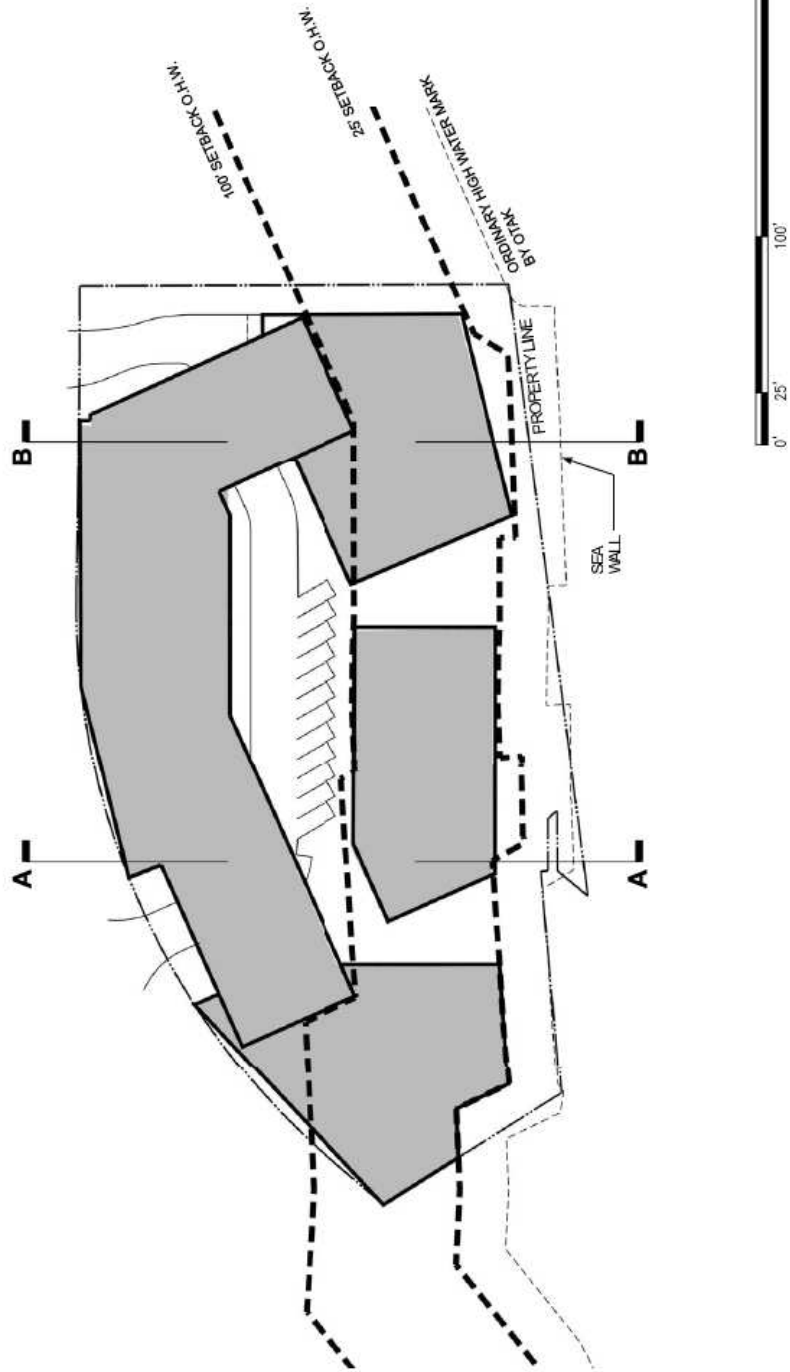


KIRKLAND RENAISSANCE BOARDWALK | PEARSON FIELD HEIGHT SETBACKS |

6 | MAY 4, 2021 | PROJECT 18023



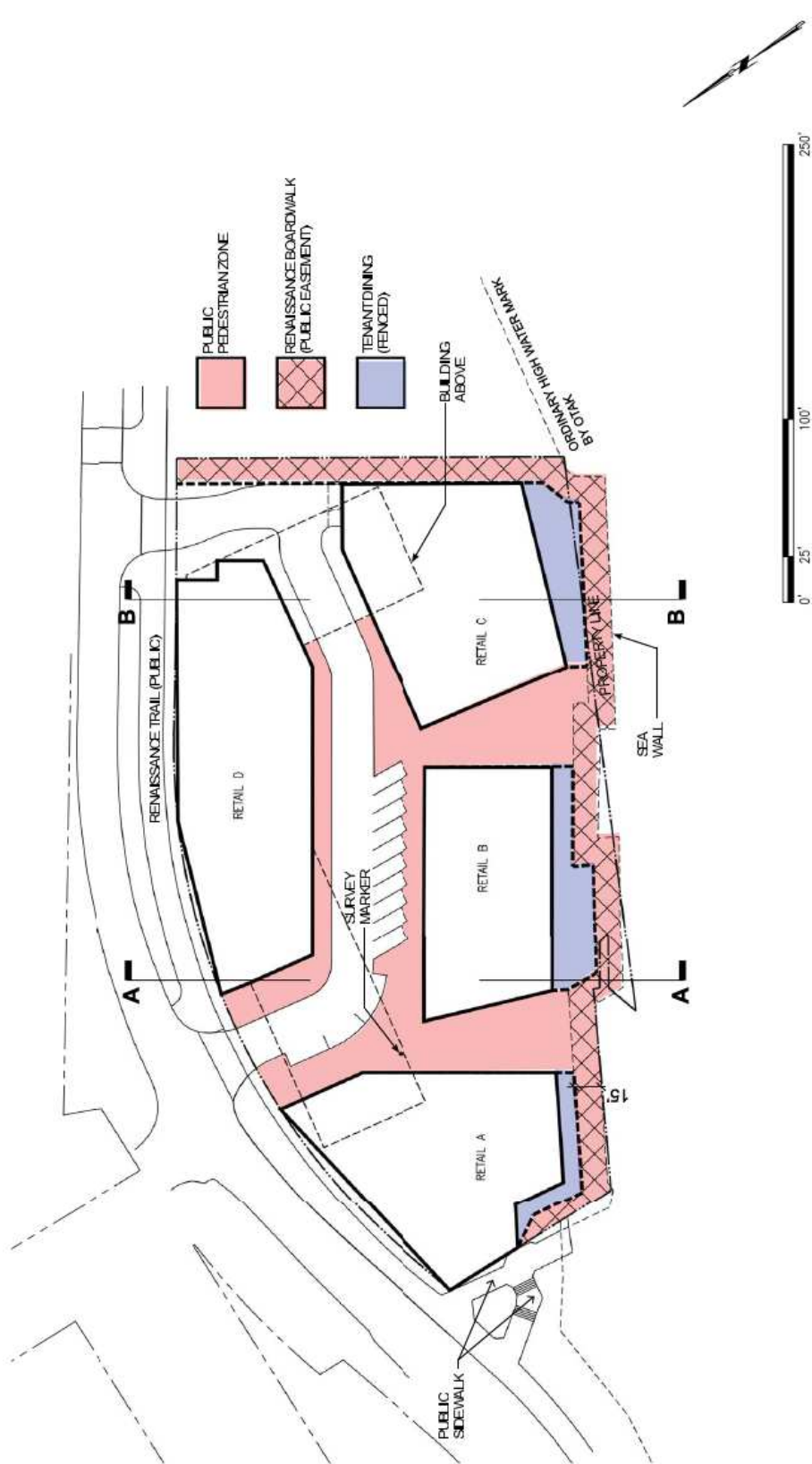


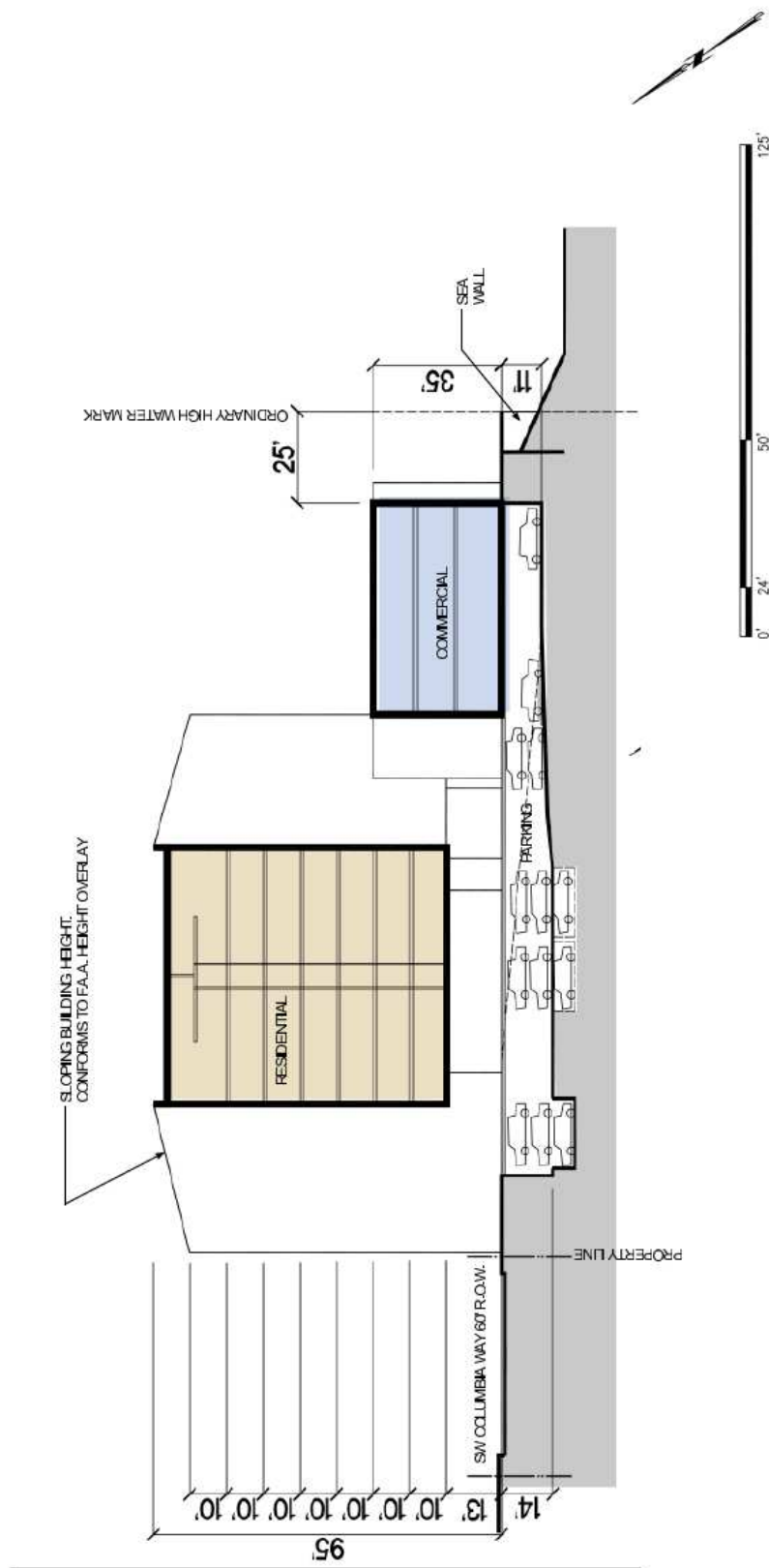


KIRKLAND RENAISSANCE BOARDWALK | WATERFRONT HEIGHT SETBACKS |



9 | MAY 4, 2021 | PROJECT 18923

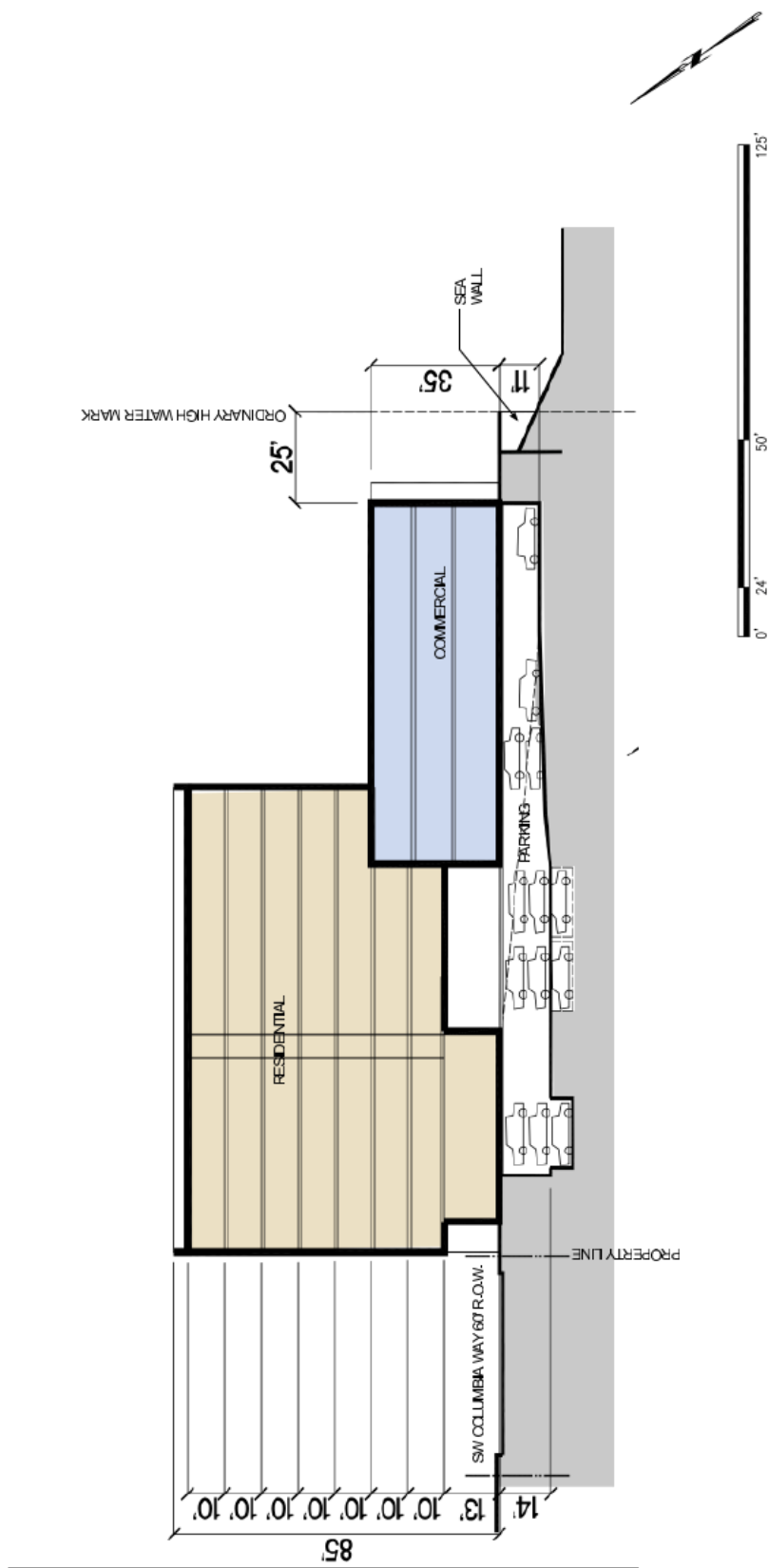




KIRKLAND RENAISSANCE BOARDWALK | SITE SECTION A-A |

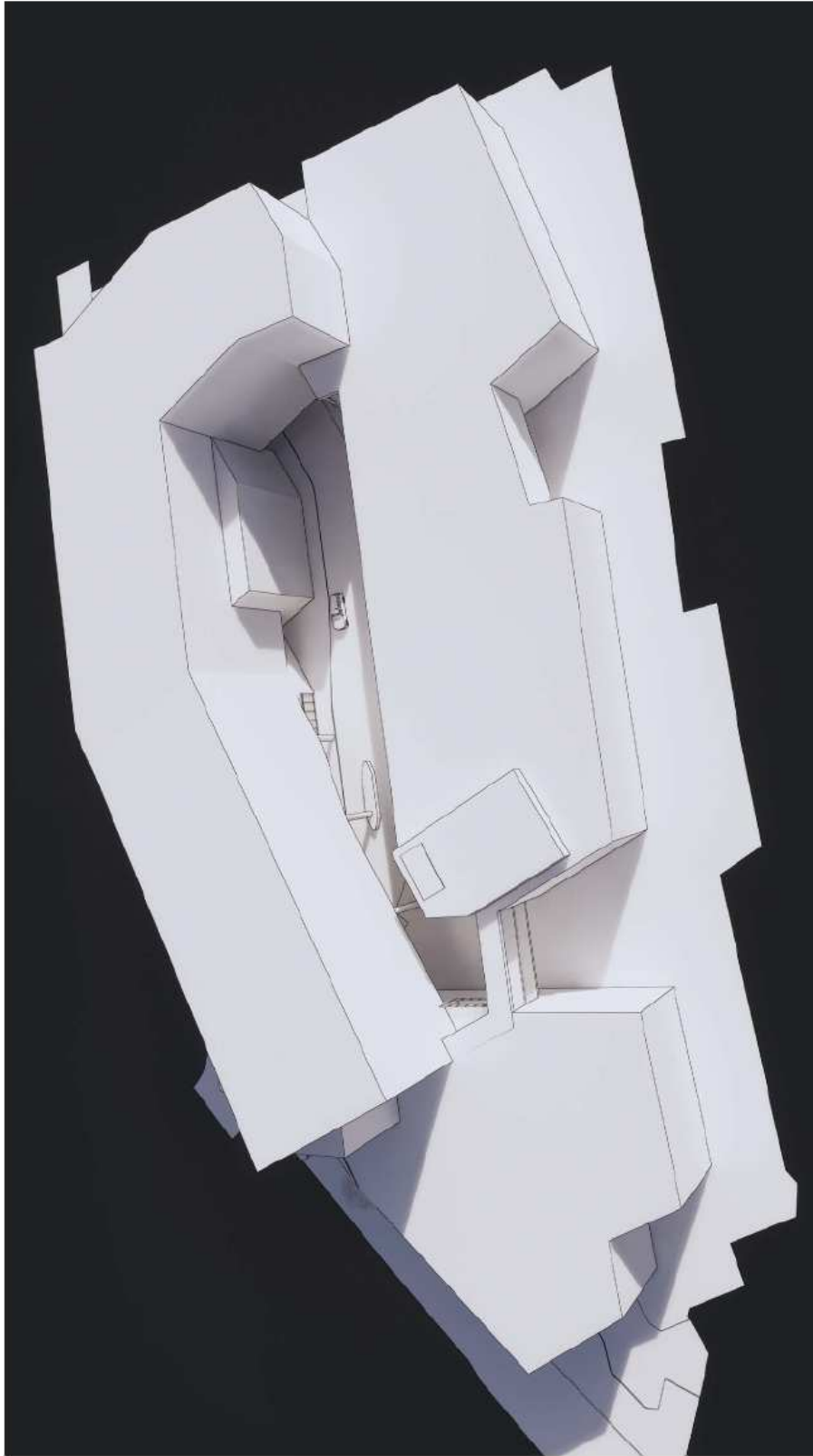
11 | MAY 4, 2021 | PROJECT 18923





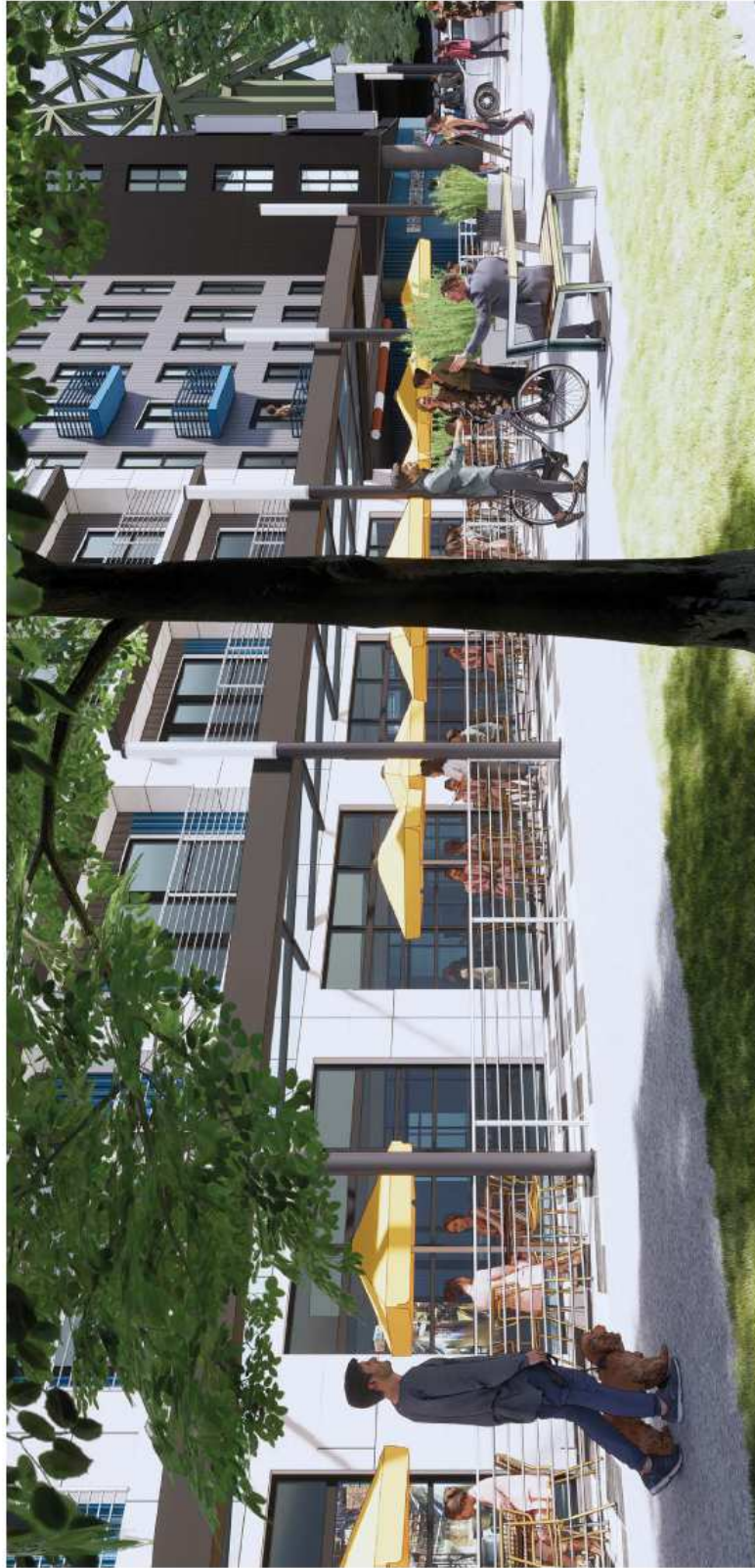
KIRKLAND RENAISSANCE BOARDWALK | SITE SECTION B-B |

12 | MAY 4, 2021 | PROJECT 18923



KIRKLAND RENAISSANCE BOARDWALK | CONCEPT MASSING |

13 | MAY 4, 2021 | PROJECT 18923



KIRKLAND RENAISSANCE BOARDWALK | CONCEPT VIEW 1 |

14 | MAY 4, 2021 | PROJECT 18923



KIRKLAND RENAISSANCE BOARDWALK | CONCEPT VIEW 2 |



15 | MAY 4, 2021 | PROJECT 18323



KIRKLAND RENAISSANCE BOARDWALK | CONCEPT VIEW 3 |

16 | MAY 4, 2021 | PROJECT 18923





KIRKLAND RENAISSANCE BOARDWALK | CONCEPT VIEW 4 |

17 | MAY 4, 2021 | PROJECT 18923





KIRKLAND RENAISSANCE BOARDWALK | CONCEPT VIEW 5 |

18 | MAY 4, 2021 | PROJECT 18523



EXHIBIT F
Leased Property

Legal Description: Section 27 & 34, Township 02 North, Range 01 East, W.M.

Assessor's Property Tax Parcel or Account Number: Not Applicable

Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this lease: 502290000, 502295000, 502300000

(See attached)

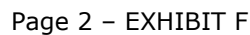


EXHIBIT G

Project Schedule

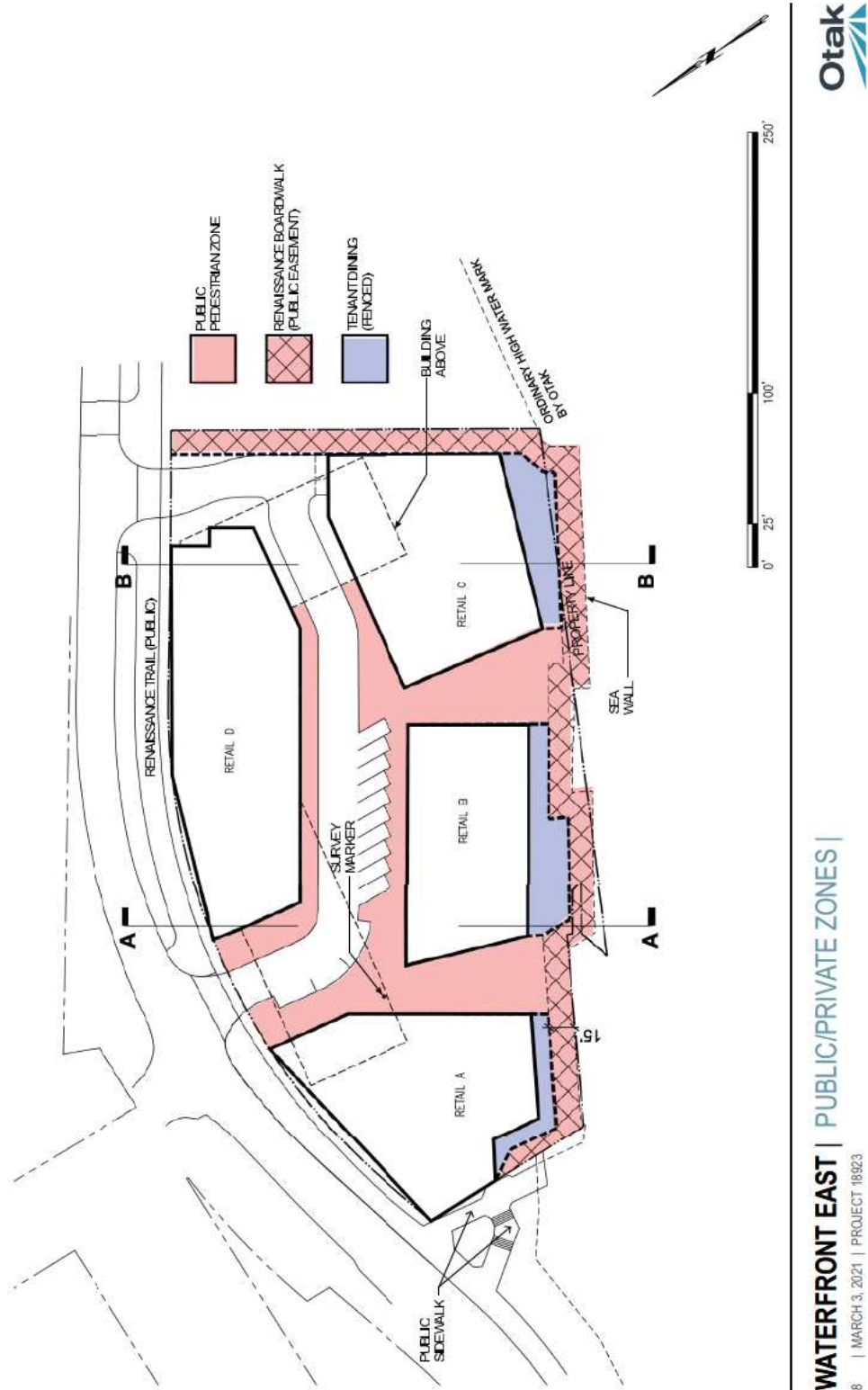
SCHEDULE OF PERFORMANCE

This schedule of performance summarizes the proposed timing for various milestones under the Development Agreement. Except for the commencement and completion of construction, the dates noted are goals and not deadlines, and so long as the Developer uses commercially reasonable diligence and efforts to complete the milestones set forth below, any failure to complete a milestone by the corresponding Date of Completion shall not constitute a failure of a condition or a default under the agreement.

Item	Milestone	Target Submission Date	Target Date of Completion
1.	Execution of Development Agreement		07/21
2.	Type IV Master Plan Submittal/Shoreline Permit Submittal	09/21	04/22
3.	Type II Detailed Development Plan/Site Plan Review Submittal (entire site/all buildings)	09/21	04/22
4.	JARPA Permit Submittal (if required)	01/22	07/22
5.	Army Corps of Engineers Permit Submittal (if required)	01/22	07/22
6.	Building Demolition Permit Submittal	09/22	11/22
7.	Pier Demolition Permit Submittal	09/22	11/22
8.	Early Grading Permit (entire site) Submittal	02/22	04/22
9.	Underground Parking Structure Building Permit Submittal	08/22	11/22
10.	Commencement of Construction – Underground Parking	12/22	12/23
11.	Columbia Way Frontage Improvements	07/24	11/24
12.	Retail D/Residential Building Permit	03/23	07/23
13.	Retail A Building Permit Submittal	03/23	07/23
14.	Retail B Building Permit Submittal	03/23	07/23
15.	Retail C Building Permit Submittal	03/23	07/23
16.	Completion of Construction – Underground Parking Structure		12 months after issuance of early grading permits.
17.	Completion of Construction – Retail D/Residential Building		24 months after issuance of building permit
18.	Completion of Construction – Retail A Building		24 months after issuance of building permit
19.	Completion of Construction – Retail B Building		24 months after issuance of building permit
20.	Completion of Construction – Retail C Building		24 months after issuance of building permit

EXHIBIT H

Open Spaces and Pedestrian Ways



WATERFRONT EAST | PUBLIC/PRIVATE ZONES |

8 | MARCH 3, 2021 | PROJECT 18923

EXHIBIT I

Traffic Impact Analysis

CHARBONNEAU ENGINEERING July 2, 2020
Projected trip generation for Waterfront East Mixed-Use

ITE Land Use	Units	Weekday						
		ADT	AM Peak Hour			PM Peak Hour		
			Total	Enter	Exit	Total	Enter	Exit
Shopping Center (#820)	50,000							
Generation Rate ¹	sq. ft.	37.75	0.94	62%	38%	3.81	48%	52%
Total Driveway Trips		1,888	47	29	18	191	92	99
Internal Trips ² (ADT=23%; AM=16%; PM=17%)		434	8	5	3	32	15	17
External Trips ³		1,454	39	24	15	159	77	82
Pass-By Trips ⁴		494	13	8	5	54	26	28
New Site Trips ⁵		960	26	16	10	105	51	54
General Office (#710)	90,000							
Generation Rate ¹	sq. ft.	9.74	1.16	86%	14%	1.15	16%	84%
Total Driveway Trips		877	104	89	15	104	17	87
Internal Trips ² (ADT=23%; AM=16%; PM=17%)		202	17	15	2	18	3	15
External Trips ³		675	87	74	13	86	14	72
Mid-Rise Housing (#221)	130							
Generation Rate ¹	units	5.44	0.36	26%	74%	0.44	61%	39%
Total Driveway Trips		707	47	12	35	57	35	22
Internal Trips ² (ADT=23%; AM=16%; PM=17%)		163	8	2	6	10	6	4
External Trips ³		544	39	10	29	47	29	18
Hotel (#310)	135							
Generation Rate ¹	rooms	8.36	0.47	59%	41%	0.60	51%	49%
Total Driveway Trips		1,129	63	37	26	81	41	40
Internal Trips ² (ADT=23%; AM=16%; PM=17%)		260	10	6	4	14	7	7
External Trips ³		869	53	31	22	67	34	33
External Site Trips		3,542	218	139	79	359	154	205
Shopping Center Pass-by Trips		494	13	8	5	54	26	28
New Site Trips ⁶		3,048	205	131	74	305	128	177

¹ Source: *Trip Generation*, 10th Edition, ITE, 2017, average rates.

² Internal (mixed-use) trip reduction calculated with internal capture rates published in the Center for Urban Transportation Research *Trip Internalization in Multi-Use Developments*, April 2014.

³ External Trips = Total Trips - Internal Trips.

⁴ Pass-by percentage based on *Trip Generation Handbook, 3rd Edition*, ITE, 2017.

⁵ New Site Trips = Total Driveway Trips - Pass-by Trips.

⁶ New Site Trips = External Trips - Pass-by Trips.



LEED v4.1 BD+C
Project Checklist

Project Name: KIRKLAND RENAISSANCE BOARDWALK
Date: 6/22/2021

Y ? N

1			Credit	Integrative Process	1
4	4	24	Location and Transportation		16
		16	Credit	LEED for Neighborhood Development Location	16
1			Credit	Sensitive Land Protection	1
	2		Credit	High Priority Site and Equitable Development	2
1	1	3	Credit	Surrounding Density and Diverse Uses	5
		5	Credit	Access to Quality Transit	5
	1		Credit	Bicycle Facilities	1
1			Credit	Reduced Parking Footprint	1
1			Credit	Electric Vehicles	1
4	6	0	Sustainable Sites		10
Y			Prereq	Construction Activity Pollution Prevention	Required
1			Credit	Site Assessment	1
	2		Credit	Protect or Restore Habitat	2
1			Credit	Open Space	1
	3		Credit	Rainwater Management	3
1	1		Credit	Heat Island Reduction	2
1			Credit	Light Pollution Reduction	1
6	5	0	Water Efficiency		11
Y			Prereq	Outdoor Water Use Reduction	Required
Y			Prereq	Indoor Water Use Reduction	Required
Y			Prereq	Building-Level Water Metering	Required
2			Credit	Outdoor Water Use Reduction	2
3	3		Credit	Indoor Water Use Reduction	6
	2		Credit	Optimize Process Water Use	2
1			Credit	Water Metering	1
22	9	2	Energy and Atmosphere		33
Y			Prereq	Fundamental Commissioning and Verification	Required
Y			Prereq	Minimum Energy Performance	Required
Y			Prereq	Building-Level Energy Metering	Required
Y			Prereq	Fundamental Refrigerant Management	Required
2	4		Credit	Enhanced Commissioning	6
18			Credit	Optimize Energy Performance	18
1			Credit	Advanced Energy Metering	1
		2	Credit	Grid Harmonization	2
	5		Credit	Renewable Energy	5
1			Credit	Enhanced Refrigerant Management	1

7	4	2	Materials and Resources		13
Y			Prereq	Storage and Collection of Recyclables	Required
	3	2	Credit	Building Life-Cycle Impact Reduction	5
1	1		Credit	Environmental Product Declarations	2
2			Credit	Sourcing of Raw Materials	2
2			Credit	Material Ingredients	2
2			Credit	Construction and Demolition Waste Management	2
14	2	0	Indoor Environmental Quality		16
Y			Prereq	Minimum Indoor Air Quality Performance	Required
Y			Prereq	Environmental Tobacco Smoke Control	Required
2			Credit	Enhanced Indoor Air Quality Strategies	2
3			Credit	Low-Emitting Materials	3
1			Credit	Construction Indoor Air Quality Management Plan	1
2			Credit	Indoor Air Quality Assessment	2
1			Credit	Thermal Comfort	1
2			Credit	Interior Lighting	2
1	2		Credit	Daylight	3
1			Credit	Quality Views	1
1			Credit	Acoustic Performance	1
1	5	0	Innovation		6
	5		Credit	Innovation	5
1			Credit	LEED Accredited Professional	1
3	1	0	Regional Priority		4
1			Credit	Regional Priority: Specific Credit	1
1			Credit	Regional Priority: Specific Credit	1
1			Credit	Regional Priority: Specific Credit	1
	1		Credit	Regional Priority: Specific Credit	1

62	36	28	TOTALS		Possible Points:	110
Certified: 40 to 49 points, Silver: 50 to 59 points, Gold: 60 to 79 points, Platinum: 80 to 110						



CITY CENTER REDEVELOPMENT AUTHORITY MEETING MINUTES

Vancouver City Hall – Council Chambers – 415 W. 6th Street

PO Box 1995 – Vancouver, Washington 98668-1995

www.cityofvancouver.us

Richard Keller • Marc Fazio • Debi Ewing • Michi Slick • Brad Hutton • David Copenhaver • Richard Krippaehne

April 15, 2021

REGULAR MEETING (Convened telephonically, no in person attendance)

The meeting agenda materials referenced in these minutes can be found [online](#).

ITEM 1: CALL TO ORDER AND ROLL CALL

The April 15, 2021 meeting of the City Center Redevelopment Authority was called to order at 12:31 pm by President Keller.

Present: Deborah Ewing, Marc Fazio, Brad Hutton, Richard Keller, Dick Krippaehne, and Michi Slick

Absent: David Copenhaver

Motion by Ewing, seconded by Krippaehne, and carried unanimously to excuse David Copenhaver.

ITEM 2: APPROVAL OF MINUTES

Motion by Krippaehne, seconded by Ewing, and carried unanimously to approve the minutes from March 18, 2021 as written.

ITEM 3: EXECUTIVE DIRECTOR'S REPORT

Item Summary and Related Discussion

Chad Eiken, CCRA Executive Director, presented the new development report. The report covered the following projects: 5 Point Apartments; Bella Vista Apartments; Drake Auto Dealer/Service Center; New Seasons Market; Terminal 1 Blocks A & C; 138th Avenue Townhomes; Acero Parkside – Ph II; Lainie's Crossing Apartments (51st Street Apartments); 66th Avenue Apartments (VAST Inc); Kiggins Bowl Modernization/Addition; Project 147 Industrial Development; 4th Plain Business Park; Burton Elementary; Crown Electric; CTC 687 Core/Shell; CTC 688 Core/Shell; New Horizons Dental Clinic; Sunlight Town Homes; 81st Ave Apartments; Martin Luther King Elementary; The Aria (The Esther); The Elwood Apartments; Tinnakorn Lofts (Markle Sq); Padden Employment Center It1-5.

Chad Eiken opened the discussion on camping in downtown Vancouver. Jamie Spinelli, the Homeless Response Coordinator, joined the meeting as well. President Keller voiced concern of the growing number of campers in the area and urged the City to take action. The City is adhering to CDC guidelines in working with the unhouse population, and not requiring anyone to move during the pandemic. Jamie Spinelli discussed what the city is doing to address the unhoused population, and working with the county, which has resources to address the affordable housing issue. President Keller indicated he'd like to draft a letter

to City Council, the Governor, and the Department of Transportation to provide the CCRAs perspective on the topic. President Keller requested regular updates from Jamie Spinelli at future meetings.

ITEM 4: RENAISSANCE BOARDWALK (KIRKLAND EAST) DEVELOPMENT AGREEMENT

Item Summary and Related Discussion

Chad Eiken and Brian Fleener, Project Architect, presented the Renaissance Boardwalk Development Agreement. Keller indicated the project would benefit the downtown area. Fazio liked the boardwalk and intensity of the development but concerned with the limited available parking for the public and asked about the transportation option to that area. Eiken indicated there may be surface parking north of the project, but a long way off. Fleener indicated they could include more stacker parking, with valet. Slick asked about the definition of force majeure, which currently includes pandemics. Want to make sure attorney at city has looked at the definition and the possible implications to the city. Krippaehne also concerned with public parking and liked the public benefit of the removal of the old pier.

Motion by Ewing, seconded by Fazio, and carried unanimously to direct city council to enter into a development agreement for the Renaissance Boardwalk.

ITEM 5: WATERFRONT GATEWAY RFQ

Item Summary

John Collum, Principal Planner, presented an update on the Waterfront Gateway RFQ. The RFQ was issued on March 31st. Since issuing, there has been a robust promotional campaign including emails to interested and targeted developers and designers, ads and public notices, a news release on April 1st, social media outreach, and onsite signs. Another pre-submittal meeting is scheduled for April 22.

COMMUNITY COMMENTS

None.

ADJOURNMENT

2:00 PM

Richard Keller, President

Meetings of the City Center Redevelopment Authority are electronically recorded on audio. The audio tapes are kept on file in the office of the City Clerk for a period of six years.

To request other formats, please contact:

City Manager's Office

(360) 487-8600 | WA Relay: 711

Amanda.Delapena@cityofvancouver.us





MEMORANDUM

DATE: July 12, 2021

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

RE: **Interstate Bridge Replacement Program (IBRP) – City of Vancouver Priorities Resolution**

CC: Brian Carlson, Deputy City Manager; Chad Eiken, Director, Community & Economic Development; Rebecca Kennedy, Deputy Director, Community Development; Katherine Kelly, Senior Policy Advisor; Aaron Lande, Policy & Program Manager

Background:

Studies to enhance safety and mobility on and to the Interstate 5 corridor in the Portland-Vancouver region through design that addresses seismic resiliency, congestion relief, and better multimodal access have been conducted over the past two decades. From 2005 to 2014, the Columbia River Crossing (CRC) program identified several alternatives for safe bicycle, pedestrian, roadway, and transit improvements. Following close-out of the CRC, the Interstate 5 Bridge Replacement Program (IBRP) was established in 2019 to revisit options for improvements that address identified safety and mobility needs plus environmental and demographic changes since the CRC program.

To-date the IBRP has established advisory committees and groups comprised of legislative and elected leaders from Oregon and Washington, community members, equity-focused leaders, and planning and technical staff. These groups are currently engaged in the planning and environmental phase of the program. Options to address identified needs will be developed over the next 8-10 months, with a goal to identify a preferred alternative for improvements by spring 2022. Final design is scheduled for 2022 - 2024 with construction beginning in 2025.

Staff have presented updates periodically to Council on progress of the IBRP, with the most recent update being at a June 21, 2021 workshop. At that workshop staff presented examples of desired outcomes from the IBRP that the City of Vancouver may consider, and what those might mean in terms of benefits for the community. Staff proposed to solidify Council's desires via a Resolution. The purpose of the Resolution is to document Council's identified priorities for desired outcomes as something to refer to as design options are developed and defined.

Attached is a draft Resolution on the City's desired outcomes from the IBRP. Based on feedback heard from Council during this workshop, staff proposes to revise the Resolution as necessary and submit a version for Council consideration on July 26 via Consent.

July 26, 2021

RESOLUTION NO.

A RESOLUTION supporting the replacement of the Interstate 5 Bridge between the State of Washington and State of Oregon, guided by the principles herein.

WHEREAS, Interstate 5 is a corridor of national significance that serves the entire west coast of the United States, as well as international commerce with Canada, Mexico, and all of the countries of the Pacific Rim that access US west coast seaports; and

WHEREAS, the Interstate 5 Bridge is a key economic connector to two major ports and much of the industrial land in the Vancouver-Portland Metropolitan Region; and

WHEREAS, Interstate 5 between Vancouver, Washington and Portland, Oregon experiences some of the most severe congestion along the entire length of the Interstate 5 corridor, especially during the daily commuting periods, affecting travel time reliability and hindering the efficient movement of people, goods and services; and

WHEREAS, the existing Interstate 5 bridges are functionally obsolete and do not meet current seismic standards, and in their current condition will hinder regional emergency response and recovery from a major seismic event; and

WHEREAS, frequent crashes on the corridor and on the Bridge affect public safety; and

WHEREAS, bicycle and pedestrian facilities on the Bridge are unsafe and do not meet ADA standards;

WHEREAS, existing bi-state public transit service is inadequate to meet demand, and existing service operates in mixed-traffic, which has significant negative impacts on performance and operational outcomes; and

WHEREAS, high capacity transit in a dedicated guideway does not currently connect Vancouver and Portland, and high capacity transit with a dedicated guideway would provide greatly improved transit service with much better schedule reliability and service than mixed-traffic operation; and

WHEREAS, replacement of the Interstate 5 Bridge is needed to support critical trade routes, address congestion, improve safety, and provide transportation choices; and

WHEREAS, the City of Vancouver adopted Resolution M-3975 on August 6, 2018, in support of planning, design, and construction of an Interstate 5 replacement bridge, high capacity transit with a dedicated guideway, and a multimodal approach to enhance regional travel needs;

WHEREAS, a Memorandum of Intent was signed by Oregon and Washington Governors Brown and Inslee on November 18, 2018 to formally kick off joint efforts between the two states to replace the Interstate 5 bridge;

WHEREAS, a program called the Interstate Bridge Replacements Program (IBRP) to plan, design, and construct the Interstate 5 Bridge across the Columbia River including associated multimodal enhancements was begun in 2018 by an Oregon-Washington Bi-State Legislative Committee; and

WHEREAS, the IBRP is now in the planning and environmental phase with development of a Locally Preferred Alternative anticipated for consideration in Spring of 2022; and

WHEREAS, the City of Vancouver has identified livability, equity and inclusion, safety, innovation, sustainability and resiliency, connectivity, aesthetics, and community trust and relationships as guiding principles for the IBRP program; and

WHEREAS, the City of Vancouver, as an IBRP partner agency, shall guide and influence development of design options in a timely manner and within the framework of identified principle values;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Has identified the following as key desired outcomes resulting from the IBRP:

All phases of the IBRP meet or exceed climate and equity goals as defined by the city, region, and IBRP advisory groups, and

Section 1 - The Built Environment. The City of Vancouver City Council supports IBRP design options with outcomes that:

- a. Construct the bridge and all related structures to be resilient in the event of a Cascadia Seismic event
- b. Support efforts to make current and future Downtown Vancouver a thriving and attractive place to live, work, and visit within the greater Portland-Vancouver region
- c. Improve connectivity for all users among key downtown and Historic Reserve destinations to support economic vitality and placemaking opportunities
- d. Extend Main Street to the Vancouver waterfront and identify additional opportunities to reconnect other local roadways within the bridge influence area
- e. Improve access to transit for all users

- f. Improve access and connectivity throughout local bikeway, roadway, and sidewalk systems
- g. Improve multimodal access and connectivity to, from, and across the Interstate 5 regional highway system to Downtown Vancouver and the Historic Reserve area
- h. Include a dedicated guideway for transit that accommodates multiple high capacity transit modes and is designed to serve both current and future transit needs as the region grows
- i. Replace and/or upgrade subsurface City assets where appropriate to support new infrastructure, and

Section 2 - Urban Design. The City of Vancouver City Council supports IBRP design options with outcomes that:

- j. Prioritize the movement of people and goods
- k. Emphasize and center human and natural systems
- l. Integrate and recognize the IBRP area's history, especially that of Indigenous Peoples
- m. Better connect the west side of Interstate 5, the City's core downtown area, with the east side of Interstate 5, the City's Historic Reserve area, via a lid or some other public open space over Interstate 5 south of Evergreen Street connecting Library Square to the Historic Reserve
- n. Create new public open spaces under the bridge that serve the region's diverse and growing community, connect Vancouver's waterfront, and integrate with existing and forthcoming open space investments
- o. Establish continuity and integration of design associated with transit improvements that complement existing and future downtown transit investments

- p. Integrate new aesthetic features to amplify Vancouver and associated bridge improvement elements as landmark destinations, and

Section 3 - Mobility. The City of Vancouver City Council supports IBRP design options with outcomes that:

- q. Focus on efficient, connected, and safe movement of people and goods
- r. Provide more reliable travel for all modes and all users
- s. Reduce overall Interstate 5 bridge congestion and length of peak congestion periods including no lift span on the bridge
- t. Reduce peak period impacts on the local road system
- u. Reduce collisions on local roads leading to and within downtown
- v. Incorporate a variety of transportation demand management measures, including tolling, and

Section 4 - Construction and Ongoing Operations and Maintenance. The City of Vancouver City Council supports IBRP design options with outcomes that:

- w. Meet or exceed requirements to employ Disadvantaged Business Enterprise (DBE) firms
- x. Create opportunities for inter-generational wealth through workforce investment programs during planning, design, and construction phases of the program
- y. Proactively mitigate construction impacts to Downtown Vancouver businesses
- z. Efficiently manage post-construction operating and maintenance costs

aa. Use climate smart construction materials built for existing and future types of transportation.

ADOPTED at a Regular Meeting of the Vancouver City Council this 26th day of July, 2021.

Attest:

Anne McEnerny-Ogle, Mayor

_____, City Clerk
By: _____, Deputy City Clerk

Approved as to form:

_____, City Attorney

I-5 Bridge Replacement Program

Vancouver's Desired Outcomes

VANCOUVER
CITY HALL



July 12, 2021

Vancouver City Council Workshop

Katherine Kelly, Senior Policy Advisor
Aaron Lande, Policy & Program Manager

Process for Establishing Council Priorities

✓ June 21 Workshop:

- Recap of Program History and Current Process
- Discuss Desired Program Outcomes
 - *Seeking Council Direction on Desired Outcomes*

July 12 Workshop:

- Review Desired Outcomes & Draft Resolution
 - *Seeking Council Feedback on Draft Resolution*

July 26 Consent:

- *Seeking Council Approval of Resolution on Vancouver's IBRP Desired Outcomes*



July 12 Workshop: Purpose & Desired Outcomes

- Recap June 21 workshop – what we heard
- Council discussion on Draft IBRP Resolution
- Council direction on IBRP Resolution
- Next Steps



Vancouver's Guiding Principles

- Livability
- Equity and Inclusion
- Safety
- Innovation
- Sustainability and Resiliency
- Connectivity
- Aesthetics
- Community Trust and Relationships

Vancouver's Desired Outcomes

Built Environment

- Construct the bridge to be seismically resilient
- Make downtown Vancouver a thriving and attractive place to live, work, and visit within the region
- Improve connectivity among key downtown and Historic Reserve destinations to support economic vitality and placemaking opportunities
- Extend Main Street to the Vancouver waterfront and identify additional opportunities to reconnect other local roadways



Vancouver's Desired Outcomes

Built Environment, Continued



- Improve access to transit for all users
- Include a dedicated guideway for transit to accommodate multiple high-capacity transit modes and is designed to serve both current and future transit needs
- Improve access and connectivity to local bike, road, and sidewalk systems
- Improve multimodal access and connectivity to and from I-5 to downtown Vancouver and the Historic Reserve
- Replace and/or upgrade subsurface City assets where appropriate to support new infrastructure

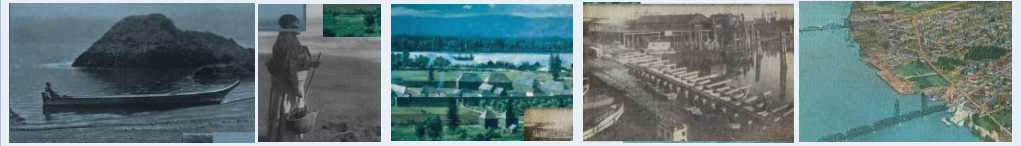
Vancouver's Desired Outcomes

Urban Design

- Prioritize the movement of people and goods
- Emphasize and center human and natural systems
- Integrate and recognize the IBRP area's history, especially that of Indigenous Peoples



Indigenous People's history, Hudson Bay Co., Shipbuilding, Port



- Better connect the west side of I-5 (downtown core) with the east side (Historic Reserve area) via a lid or other public open space over I-5

Vancouver's Desired Outcomes

Urban Design, Continued

- Create new public open spaces under the bridge that serve the region's diverse and growing community, connect Vancouver's waterfront, and integrate with existing and forthcoming open space investments
- Integrate new aesthetic features to amplify Vancouver and associated bridge improvement elements as landmark destinations



Vancouver's Desired Outcomes

Mobility

- Focus on efficient, connected, and safe movement of people and goods
- Provide more reliable travel for all modes and users
- Reduce overall Interstate 5 bridge congestion and length of peak congestion periods. At a minimum, design of the bridge should not include a lift span to help address this.
- Reduce peak period impacts on the local road system
- Reduce collisions on local roads to and within downtown
- Incorporate a variety of transportation demand management measures, including tolling



Vancouver's Desired Outcomes

Construction and Ongoing Operations & Maintenance



- Meet or exceed requirements to employ Disadvantaged Business Enterprise (DBE) firms
- Create opportunities for inter-generational wealth through workforce investment programs during planning, design, and construction phases
- Proactively mitigate construction impacts to downtown businesses
- Efficiently manage post-construction operating and maintenance costs
- Use climate smart construction materials built for existing and future types of transportation.

Next Steps

- Questions and discussion
- Council direction on any changes to draft Resolution language or framework
- July 26 adoption (proposed)



Questions, Discussion, Next Steps

- Katherine Kelly, Senior Policy Advisor
Contact Info.: Katherine.Kelly@CityofVancouver.us