April 18, 2022

WORKSHOPS

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

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

View the CVTV video recording, including presentations and discussion, for workshops at:
https://www.cvtv.org/vid_link/34567?startStreamAt=0&stopStreamAt=6466

4:00-5:00 p.m. State Legislative Session Update

Aaron Lande, Program and Policy Development Manager, 360-487-8612

Summary
Staff led Council through a discussion of the Legislative priorities and budget during the State Legislative Session Update overview.

5:00-6:00 p.m. Water Resiliency Strategy

Chris Malone, Finance and Asset Manager, 360-487-7711; Lon Pluckhahn, Deputy City Manager, 360-487-8623

Summary
Staff led Council through a discussion of the framework and strategy of the capital program and financial alternatives during the Water Resiliency Strategy overview.

COUNCIL DINNER/ADMINISTRATIVE UPDATES

REGULAR COUNCIL MEETING

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

View the CVTV video recording, including presentations and discussion, for this meeting at:
https://www.cvtv.org/vid_link/34569?startStreamAt=0&stopStreamAt=6689

Pledge of Allegiance

Call to Order and Roll Call

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

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

Absent: None

Approval of Minutes

Minutes - March 14, 2022

Motion by Councilmember Stober, seconded by Councilmember Perez, and carried unanimously to approve the meeting minutes of March 14, 2022.

Proclamation: Child Abuse Prevention Month and National Volunteer Week

Mayor McEnerny-Ogle read and presented a proclamation to Amy Russell, Executive Director of Arthur D. Curtis Children's Justice Center, proclaiming April 2022 as Child Abuse Prevention Month.

Mayor McEnerny-Ogle read and presented a proclamation to Jordan Macfarlane, Program Coordinator of City of Vancouver Police Department, Sherry Braga, Fort Vancouver Regional Library Volunteer Coordinator, and Bobbi Casanova, Pastoral Assistant for Children's Faith Formation/Confirmation at St. John the Evangelist Catholic Church, proclaiming April 17 -23, 2022 as National Volunteer Week.

Community Communication (Items 1-6)

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

- Glen Yung, Vancouver, spoke about Item 3 and how they were disappointed that pedestrians were failed, specifically children, for the lack of raised crosswalks and no lights at crosswalks near schools.
- Barbara Bennett, Vancouver, spoke about Item 3 and the need for raised crosswalks, more pedestrian safety measures, and issues with sidewalks, like tripping hazards.
- Kimberlee Elbon, La Center, Washington, read the names of the staff members on each item on the agenda and stated they were unable to call the staff members.

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

Consent Agenda (Items 1-6)

Council requested Item 3 be pulled for discussion.

Councilmember Fox asked, in regards to Item 3, when all of the other pieces of the project will be coming forward to Council, specifically for safety measures. Lon Pluckhahn, Deputy City Manager, explained there is an open construction contract, but not a firm start date on construction yet. Staff will speak with the contractor and will be able to provide an update to the Council on the project once more is known.

Councilmember Stober stated he would like to know more about the different speed bumps that will be used for the project. Rebecca Kennedy, Deputy Community Development Director, explained that there will be speed bumps added on the streets that will be placed at different intervals along the road and will be through the travel lane and bicycle lane.

Motion by Councilmember Stober, seconded by Councilmember Fox, and carried unanimously to approve the Consent Agenda.

1. Professional Service Amendments for On-call Transportation Planning Services

Staff Report: 052-22

The City adopted a Complete Streets policy in 2017 that directed staff to advance opportunities to improve transportation safety, accessibility, and mobility in partnership with the City's Pavement Management Program. Based on proposed pavement projects from 2022-2024, several decision packages were submitted in the 2021-2022 biennial budget to fund project analysis, community engagement, and design concept development for the following corridors:

- *Ft. Vancouver Way from Mill Plain Boulevard to Fourth Plain Boulevard*
- *SE 34th Street to SE 162nd Avenue to the city limits*
- *Fourth Plain Boulevard between F Street and Andresen Road*
- *NE 112th Avenue/SE Chkalov Drive from McGillivray Boulevard to SR-500/city limits*

The Transportation Planning Services On-call contracts allows staff to support these Complete Streets projects along with other needs, such as project evaluations for previously completed projects, like the Columbia Safety and Mobility Project and McLoughlin Safety Improvement Project.

The City issued an RFQ for transportation planning services in April of 2021 and received twelve responses in May of 2021. Consultants were asked to submit responses that could include services for the following tasks:

- *Transportation Street Design*
- *Striping and Traffic Marking*
- *Minor Signal and Lighting Design*
- *Traffic Detection and Signal Modification*
- *Project Scope/Budget Development*
- *Computer Aided Drafting*
- *Design of Biking, Walking, and Transit Facilities*

- *Development of Public Outreach Materials*
- *Implementation of Community Meetings, Open Houses, etc.*
- *Meeting Facilitation*
- *Project Evaluation*

After a review of all responses, the evaluation committee selected three consultants for on-call professional service contracts.

Engineering Firm	***Original Contract Amount***
DKS	*$300,000*
Fehr & Peers	*$300,000*
Parametrix	*$300,000*

Due to on-going project needs, the addition of new project considerations, and staff capacity challenges, increasing contract budgets is necessary to ensure continued successful project implementation. Contracts with DKS, Fehr and Peers, and Parametrix will be revised to increase, not to exceed amounts from $300,000 to $1,000,000.

Request: Authorize the City Manager or his designee to execute amendments to the Professional Service Agreements with DKS, Fehr & Peers, and Parametrix for transportation planning services on an as-needed basis for five years with not-to-exceed amounts indicated above; authorize the City Manager to approve any legal action necessary to enforce the terms of the same.

Jennifer Campos, Principal Planner, 360-487-7728

Motion approved the request.

2. **Professional services agreements (PSAs) for on-call real estate acquisition and relocation services contracts. Per Request for Proposals (RFP) #22-11**

Staff Report: 053-22

On February 4, 2022, the City issued a request for proposals (RFP #22-11) for new on-call real estate acquisition and relocation services. The City received six proposals on March 2, 2022 in response to the RFP #22-11. After reviewing the proposals, staff is recommending including all six consultants on the new on-call roster. The City intends to execute each contract for a term of three years with the option to extend for up to two additional years. Each contract shall not exceed $750,000.00, for a grand total of $4,500,000.00. These contracts will typically be used on transportation capital projects with substantial grant funding within the existing available budget on an as needed basis. The six consultants are:

Epic Land Solutions, Inc. (Olympia, WA)	*$750,000.00*

Universal Field Services, Inc. (Salem, OR)	*$750,000.00*
Tierra Right of Way Services, Ltd. (Lacey, WA)	*$750,000.00*
Commonstreet Consulting, LLC (Tacoma, WA)	*$750,000.00*
HDR Engineering, Inc. (Portland, OR)	*$750,000.00*
Contract Land Staff, LLC (Bellevue, WA)	*$750,000.00*

Request: Authorize the City Manager or his designee to execute Professional Services Agreements in an amount not to exceed $750,000.00 each with Epic Land Solutions, Inc. (Olympia, WA), Universal Field Services, Inc. (Salem, OR), Tierra Right of Way Services, Ltd. (Lacey, WA), Commonstreet Consulting, LLC (Tacoma, WA), HDR Engineering, Inc. (Portland, OR), and Contract Land Staff, LLC (Bellevue, WA) for real estate acquisition and relocation services on an on-call basis for up to five years. Council authorizes City Manager to amend the contracts as needed and to amend value up to 10% of the not-to-exceed value stated here-in.

Hassan Abdalla, Engineering Manager, 360-487-7704

Motion approved the request.

3. **Bid Award for the Columbia Street Safety and Mobility Project (PRJ072670), per Bid #22-06**

Staff Report: 054-22

On March 2, 2022, the City received 3 bids for the subject project. The bids ranged from $536,000.00 to $818,815.00. The low bidder was considered non-responsive due to submitting an unbalanced bid. The second low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS ***BIDDER***	***AMOUNT***
Western United Civil Group LLC, Yacolt, WA	*$736,495.00*
Mill Plain Electric, Inc., Vancouver, WA	*$818,815.00*
NE Electric LLC, Woodland, WA	*Non-responsive*
Engineer's Estimate	*$600,000.00 to $700,000.00*

There is a minimum apprenticeship goal of 3% of the utilized labor hours for this project. Western United Civil Group LLC of Yacolt, Washington, has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 200 hours of apprentice time of the estimating total of

900 applicable labor hours for the project.

Request: Award a construction contract for the Columbia Street Safety and Mobility Project to the lowest responsive and responsible bidder, Western United Civil Group LLC of Yacolt, Washington, at their bid price of $736,495.00, which includes Washington State sales tax, authorize the City Manager or designee to execute the contract and authorize any legal action necessary to enforce the terms of the same.

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

Motion approved the request.

4. **Approval of increasing the threshold of an existing contract with Flowbird C-100543**

Staff Report: 055-22

Parking uses Contract C-100543 to cover any purchase and equipment repairs for our pay stations. The City operates approximately 200 of these machines, which handle coin and credit card payments for hourly parking in the downtown core. Two major expenses have prompted this request for an increase to the $300,000 contract threshold: In 2021, Parking Services purchased and installed 15 pay stations at a cost of $108,000. In February 2022, AT&T shut down their 3G mobile network to make room for 5G (the other major networks will follow this year). The modems in many of our paystations only transmitted 3G and were replaced at a cost of $63,250.

Due to these additional expenses, the current contract will not have sufficient funds to support the standard maintenance and fees associated with these services. Staff is requesting an increase to the current contract threshold of $300,000 up to $450,000 to cover these expenses and to support continued operation of the parking stations through February 1, 2023.

Request: Authorize the City Manager or his designee to approve purchases under the City of Vancouver's Contract C-100543 for the life of the contract with Flowbird up to $450,000 total. Contract ends February 1st, 2023.

Steve Kaspan, Parking Services Manager, 360-487-8658

Motion approved the request.

5. **Authorization Resolution to submit grant applications to the Washington Recreation Conservation Office (RCO) to provide supplemental funding for development of Raymond E. Shaffer Community Park and acquisition reimbursement of Fenton**

Community Park acquisition

Staff Report: 056-22

A RESOLUTION authorizing applications for funding assistance for multiple projects from state or federal grant programs, including Washington Wildlife and Recreation Program (WWRP) and the Land and Water Conservation Fund administered by the Recreation and Conservation Office (RCO) and the National Park Service as provided in Chapter 79A.l5 79A.25 RCW and WAC 286.

The City of Vancouver Grants Management Administrative Policy seeks to "assure that grants applied for, and eventually accepted, align with a specific citywide strategic commitment and/or a documented departmental core service and priority". The proposed grant projects are consistent with the policies, standards, and capital facilities plan in the Vancouver Parks, Recreation & Cultural Services Comprehensive Plan (2022). City Council authorization is required for staff to pursue state and federal grant applications, and a resolution is specifically required by RCO for grant application eligibility.

RCO grant programs are generally open for application every two years pending funding approval by the state legislature. The 2022 RCO grants applications are due no later than May 1, 2022.

The Shaffer application will be submitted under two separate grant programs with a maximum award of $2 million through the Land and Water Conservation Fund (LWCF), and $500,000 through the Washington Wildlife and Recreation Program (WWRP). The match funding requirements for the RCO programs vary, ranging from no match to a maximum of 50% of the total project costs. The match for the Shaffer project can be satisfied through park impact fees (PIF District B).

In 2022, the City is eligible to pursue an acquisition reimbursement grant from RCO for the Fenton property acquisition completed in 2019 under a Waiver of Retroactivity. Acquisition reimbursements allow jurisdictions to pursue time sensitive acquisitions prior to grant agreements being in place and apply for reimbursement through various grant programs up to four years following the completion of the purchase.

The 2019 purchase of the Fenton Community Park property (PIF District C) was critical to secure one of the few remaining quality sites on the east side to serve city residents. Sufficient funding was not available in the applicable PIF accounts to purchase the site independently. To facilitate the purchase, a General Fund loan was approved by Council (Resolution M-3992). The interest bearing loan was established with a ten year pay off and a minimum annual payment schedule for repayment by December 1, 2028. As of April of 2022, the remaining balance is approximately $550,041.

PIF funding already invested in the Fenton acquisition, combined with the land donation provided by the seller valued at $334,000, will satisfy the grant matching requirements for this project.

The RCO standard grant project agreement (a sample of which is attached to this Staff Report) is required for cooperative management of any grant and other programs administered by RCO. The agreement includes the terms and conditions by which the grant is made, a description of the project, the period of performance, a requirement for compliance with any applicable laws, and standard terms and conditions. City staff and legal counsel have reviewed the sample agreement and determined that the City can effectively implement and comply with its terms.

Request: Adopt a resolution authorizing Parks, Recreation & Cultural Services to apply for the grant projects identified above and authorize the City Manager, or his designee, to execute all required documentation associated with the grant applications.

Julie Hannon, Parks, Recreation & Cultural Services Director, 360-487-8309; Monica Tubberville, Senior Park Planner, 360-487-8353

Motion approved the request.

6. Approval of Claim Vouchers

Request: Approve claim vouchers for April 18, 2022.

Motion approved claim vouchers in the amount of $7,813,836.07.

Public Hearings (Item 7-8)

7. Proposed zoning text changes to allow self-storage businesses in building basements in the downtown CX zoning district

Staff Report: 040-22

AN ORDINANCE relating to allowances for self-service storage uses under limited circumstances in basements located within existing buildings in the City Center Mixed Use (CX) zoning district; amending Vancouver Municipal Code (VMC) 20.430, Commercial and Mixed Use Zoning Districts and 20.895.100, Self-Service Storage; providing for savings, severability and an effective date.

In the Commercial use Table VMC 20.430.030-1, indicate Self-service storage as an allowed use under the CX column, with existing footnote changed to read:

50 Subject to requirements and standards within the Miscellaneous Special Use Standards for Self-Service Storage, pursuant to VMC 20.895.100. Within the CX zoning district, self-service storage shall also be limited to basement areas of 10,000 square feet or less that are located no more than two feet above ground and not used for parking at the time of this ordinance, provided all applicable fire, building and change of use standards are fully met.

In VMC 20.895.100, amend language to indicate downtown self-storage businesses are not subject to prohibitions on locating near major arterials:

20.895.100.B. General Requirements.

Self-service storage shall be prohibited on properties located in whole or part within 500 feet of major corridors, which is measured from the centerline of the street, as illustrated in Figure 20.895-1 contained herein. This prohibition shall not apply to basement storage in the CX zone pursuant to VMC 20.430.030-1 footnote 50. Map on file with department and available for search on individual site-specific parcels.

At the March 28 first reading, the public hearing date was rescheduled from April 4 to April 18 at the applicant's request, and some questions were asked by the Council about the proposed code change. The following are provided in response:

- *The Quinn building at 911 Main which generated the proposed zoning code text change does not have an automobile elevator according to the applicant and City staff. One was included in the original building redevelopment proposals but then removed.*
- *Although there is no definitive inventory, staff estimates there are potentially 10-20 buildings in the downtown CX zone with basements that may have the space to accommodate storage businesses under the proposed zoning code.*
- *A map of major citywide corridors with 500 foot buffers including downtown is included in the VMC 20.895.100.B, as part of the citywide self-storage standards. Click on the map to enlarge. The proposed changes addressed in this report include changes to the existing citywide storage standards in VMC 20.895.100 clarifying that the prohibition of storage within 500 feet of major corridors would not apply in the downtown CX zone.*

Request: On April 18, 2022, subject to second reading and public hearing, approve the ordinance.

Bryan Snodgrass, Principal Planner, 360-487-7946

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

Bryan Snodgrass, Principal Planner, gave an overview of the proposed zoning text changes for the allowance of self-storage businesses in downtown building basements in the CX zoning district.

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

- Randall Printz, Vancouver, stated they are the applicant of the code change and there is a great need of storage for businesses, the need for storage exists, and offsite storage facilities are not desired, but storage allowance in the same building as the office is preferable.

- Kimberlee Elbon, La Center, Washington, stated the Council is a member of the ICLEI.

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

Councilmember Stober asked if staff researched other jurisdictions. Mr. Snodgrass stated that staff did find only one other location, Salt Lake City, UT, that would allow it. Councilmember Stober asked if staff reached out to other cities to see why those cities do not have this in their code. Mr. Snodgrass stated they did not.

Councilmember Fox asked about the code section, VMC 20.895.100, specifically the text, "not used for parking at the time of this ordinance," if it was connected with another use authorization section in the Vancouver Municipal Code where there is an abandonment clause or something similar. She stated there was concern of buildings that have been empty and whether the use would be permitted. Mr. Snodgrass explained that the proposal came from the Planning Commission recommendation and in cases where the building was used extensively used for parking they would not allow it.

Councilmember Harless asked about the loading and unloading and explanation of any impacts to the street. Mr. Snodgrass explained there would be an elevator used and it would be very unlikely that many businesses would be able to drive down to the storage area, meaning there would be unloading of items on the street and brought into the building. Councilmember Stober asked if a traffic plan would be required. Mr. Snodgrass explained there is nothing in this specific code that requires a traffic plan. Mayor McEnerny-Ogle stated there are common traffic standards and requirements for loading and unloading in the downtown area already established.

Motion by Councilmember Hansen, seconded by Councilmember Paulsen, and carried 6-1 to approve Ordinance M-4368. Councilmember Harless voted No.

8. Ridgeline View Apartments MFTE

Staff Report: 057-22

A RESOLUTION of the City Council of the City of Vancouver approving an agreement with Gregory Apartments LLC for a 10 year property tax exemption for the property located at 7401 NE 18th Street, Vancouver, WA, 98661 (Tax Lot 29378002) as specifically described in Exhibit A.

The development applicant is requesting a multifamily tax exemption for a two-story, 50-unit apartment complex with 108 associated surface parking spaces. The project is located at 7401 NE 18th Street just east of Andresen Road.

The applicant is requesting a 10-year exemption where 10 units (20% of the total units) are reserved for tenants earning 80% area median income or less. The HUD 80% area median income in the Portland/Vancouver MSA for a 6-person household is $89,760. Limiting that income amount to 30% for housing costs, the maximum monthly affordable rent would be $2,244 per month. The proposed development will all be 4 bedroom, 3 bath units. The proposed rents are $2,244 for the income based units and $2,350 for market rate units. The total estimated development cost is $14 million.

Over the 20 year period following construction, the project (with the exemption) will generate nearly $2.5 million in taxes benefiting all taxing districts (ports, schools, county, city, etc.) and a total of $328,000 in taxes benefiting the City of Vancouver. Total foregone tax revenue for all districts is $547,000.The forgone taxes specific to the City of Vancouver is $170,000.

Request: On Monday, April 18, 2022, following a public hearing, adopt a resolution authorizing the City Manager or designee execute a multi-family housing limited property tax exemption certificate and take any and all action necessary to enforce the terms thereof.

Bryan Monroe, Associate Planner, 360-487-7958; Patrick Quinton, Economic Development Director, 360-487-7845

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

Bryan Monroe, Associate Planner, gave an overview of the proposed agreement with Gregory Apartments LLC for a 10 year property tax exemption.

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

- Glen Yung, Vancouver, stated they support this item, because it introduces discussion on affordable housing and would like to see a standard created for each neighborhood.

- Kimberlee Elbon, La Center, Washington, stated everything passed is under the United Nations.

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

Councilmember Perez asked about the difference of the census tract average income to the 80% AMI and the Multifamily Tax Exemption (MFTE) is in the area and what date they would expire. Mr. Monroe stated they did not have that information at the time, but could provide it to the Council.

Councilmember Harless asked about the difference in rent fees with the income restricted units versus the standard units, why the difference was only $106, and would there be any public benefit. Mr. Monroe explained this Multifamily Tax Exemption does not offer any public benefit, but the applicant is required to provide 20% of the units with income restricted units. Council discussed the net present value and goals for restricted income throughout the City.

Councilmember Paulsen stated he is supportive of the project, because it will lock in affordability over time. Councilmember Fox stated she supports the project, because it brings affordability that will go a long way. Councilmember Harless explained that the small difference in price for the restricted units compared to the market units is not very large, but supports the idea of having the rent restricted for the ten units.

Motion by Councilmember Hansen, seconded by Councilmember Paulsen, and carried unanimously to approve Resolution M-4168.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Strategic Planning Update

Aaron Lande, Policy and Program Manager, provided an update of the work that has occurred with the Strategic Plan Advisory Committee (SPAC), progress towards developing language to reflect core values and focus areas, and next steps for ensuring sustained community voice in directing future actions for the City.

Adjournment

8:20 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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

From:	City Council
To:	Dollar, Sarah
Subject:	FW: Submission: City Council Contact Form
Date:	Monday, April 18, 2022 10:15:29 AM

Written comment regarding the Columbia Street project.

Amanda Delapena

LEARN ABOUT VANCOUVER'S COVID-19 RESPONSE HERE

From: Ceci Ryan <noreply@cityofvancouver.us>
Sent: Thursday, April 14, 2022 8:08 AM
To: City Council <council@cityofvancouver.us>
Subject: Submission: City Council Contact Form

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

City of Vancouver, Washington

City Council Contact Form

Submitted date: Thursday, April 14, 2022 - 8:08am

Contact Information

First name:
Ceci Ryan

Last name:
Smith

Email address:
[redacted]

Stress address:
[redacted]

ZIP code:
98660

Inquiry Information

Subject:
Share an opinion about a City project or initiative

Recipient:
All of Council

Message:

Dave and I have great concern about the Columbia Street bike lane. We live one block west of Columbia Street. 1-very few bike riders use Columbia Street-3-5 a day. 2- Garbage and recycling cans are left, in the bike lane for hours or days at a time.
3-Off street parking has increased .4-Homeowners are ticketed, for leaving their cars on the street for over 24 hours-with no place to go.
Therefore-usership does not equal the negative cost to the community.

Upload a file:

From:	City of Vancouver - Office of the City Manager
To:	Dollar, Sarah
Subject:	FW: Screenshot 2022-04-16 at 7.42.02 AM
Date:	Monday, April 18, 2022 12:13:20 PM
Attachments:	Screenshot 2022-04-16 at 7.42.02 AM.png

I’m not totally sure if this is something that would be considered public comment for tonight’s meeting. See below message from Ms. Elbon.

City Manager’s Office
CITY OF VANCOUVER
P.O. Box 1995 • Vancouver, WA 98668-1995

P: 360.487.8600 | **F**: 360.487.8625
www.cityofvancouver.us

From: Kimberlee Elbon [redacted]
Sent: Saturday, April 16, 2022 7:46 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Cc: [redacted]
Subject: Screenshot 2022-04-16 at 7.42.02 AM

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

From Kimberlee Elbon
Life Citizen of Clark County Washington

RESIGN NOW and MOVE OUT of Washington State !!!

GET OUT of the ICLEI membership NOW !$!$

Sent from my iPhone

Fourth Plain and Fort Vancouver Way Safety and Mobility Project

Project Update

July 11, 2022

Vancouver City Council

Rebecca Kennedy, Deputy Director, CDD
City of Vancouver
Ryan Farncomb, Consultant Project Manager
Parametrix

Presentation Overview

- Background
- Outreach and Stakeholder Engagement Plan
- Progress Update
- Discussion
- Next Steps

Presentation Purpose & Target Outcomes

Purpose:

- Overview of project extent, goals, timeline, approach and work completed to date
- Overview of next steps, anticipated deliverables
- Council comments/feedback and confirmation on approach

Target Outcomes:

- Clear Council direction on whether to proceed with ongoing analysis and outreach related to the lane reconfiguration
- Identify additional information needed to support upcoming alternatives discussions

This project builds on extensive past planning

- **Fourth Plain Corridor Subarea Plan** (2008) and **Fourth Plain Forward Action Plan** (2015) both identified transportation safety and connectivity as key priorities.
- Fourth Plain and Fort Vancouver Safety and Mobility projects help implement the City's **Complete Streets Policy**.

- 2018 **Transportation System Safety Analysis** (TSSA) determined Fourth Plain to be one of the highest crash corridors in the City.
- Council previously approved funds to advance these projects as well as other safety improvements on the Fourth Plain Corridor

CITY OF Vancouver WASHINGTON

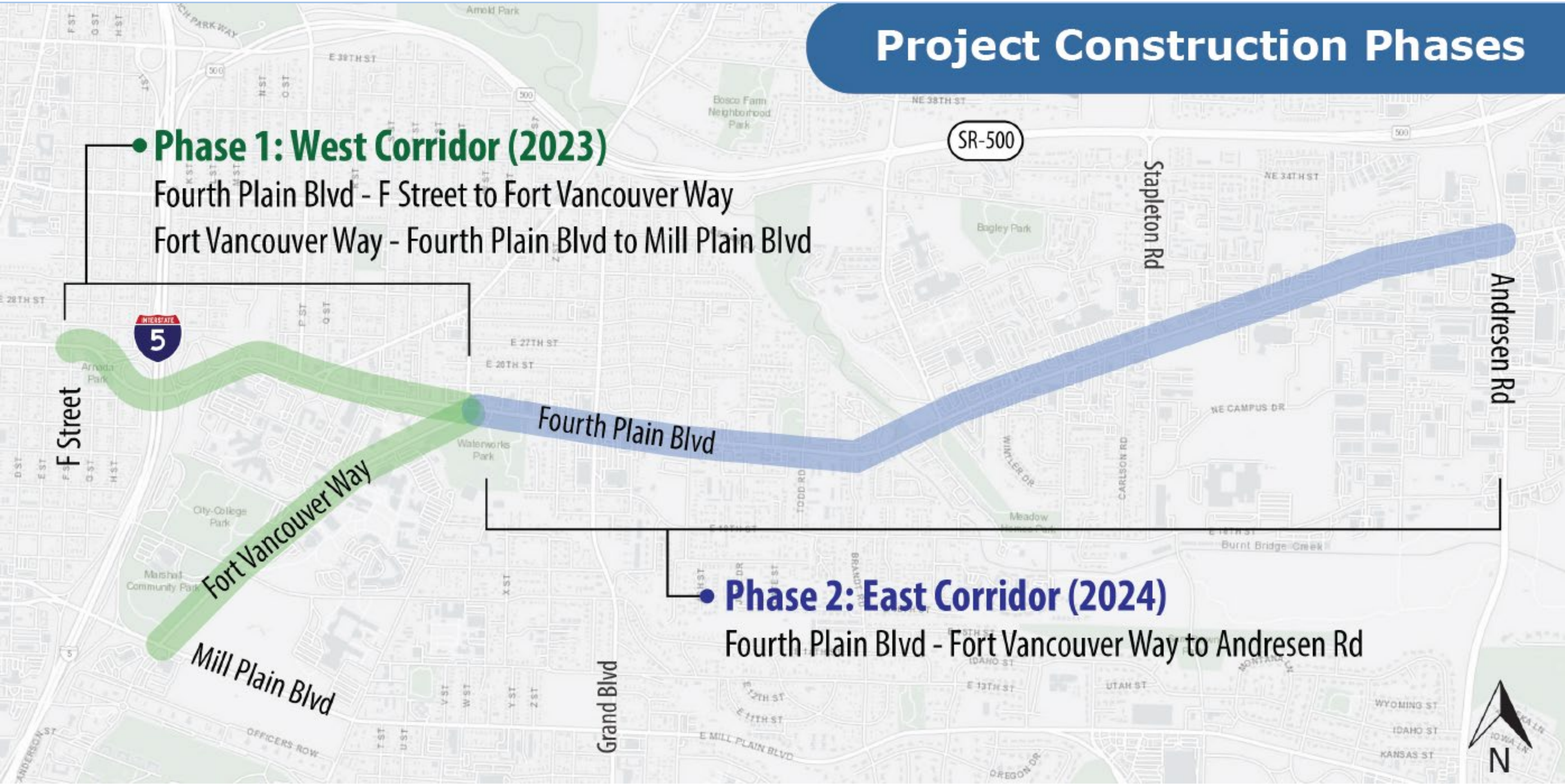
What is the project about?

- Looking at ways to make Ft. Vancouver Way **safer for everyone** – including people who **drive, walk, ride a bike, use a mobility device, or ride the bus**.
- Considering **how to repurpose existing road space in a constrained environment** to better serve people walking, riding a bike, using a mobility device, and riding the bus
- Identifying **other potential safety improvements** outside of repurposing a travel lane
- Implementing **ROW vision from adopted long range plans-** Central Park Subarea Plan and Fourth Plain Corridor Subarea Plan

CITY OF Vancouver WASHINGTON

Reconfiguration addresses safety and mobility

- Lane reconfigurations were determined to be best approach to addressing **safety issues** in the corridor and would improve **mobility and access** for all users.
- WSDOT also identified reconfiguring lanes as the best safety strategy in granting funding to support a portion of this project
- Improvements in both corridors are anticipated to be implemented as part of repaving projects in 2023 and 2024.
- Fort Vancouver and Fourth Plain projects are being treated as a single project since they are interconnected corridors.


Project Construction Phases
Phase 1: West Corridor (2023)
Fourth Plain Blvd - F Street to Fort Vancouver Way
Fort Vancouver Way - Fourth Plain Blvd to Mill Plain Blvd
Phase 2: East Corridor (2024)
Fourth Plain Blvd - Fort Vancouver Way to Andresen Rd
Fourth Plain Blvd
Fort Vancouver Way
Mill Plain Blvd
F Street
Grand Blvd
Stapleton Rd
Andresen Rd
SR-500
5
N

What are the issues in these corridors?

- Past studies have flagged Fourth Plain Blvd for safety concerns.
- **Historically high crash rates** on Fourth Plain and Ft. Vancouver, inadequate facilities for people walking, cycling, using a mobility device, or accessing transit.
- TSSA (2018) showed Fourth Plain between Andresen and Grand had the **highest number of crashes per mile** of all principal arterials in the City.
- High number of collisions at intersections (especially at intersection of Fourth Plain/Ft. Vancouver Way). **Five pedestrian collisions** on Ft. Vancouver in last four years, one fatal.

What are the issues in these corridors?

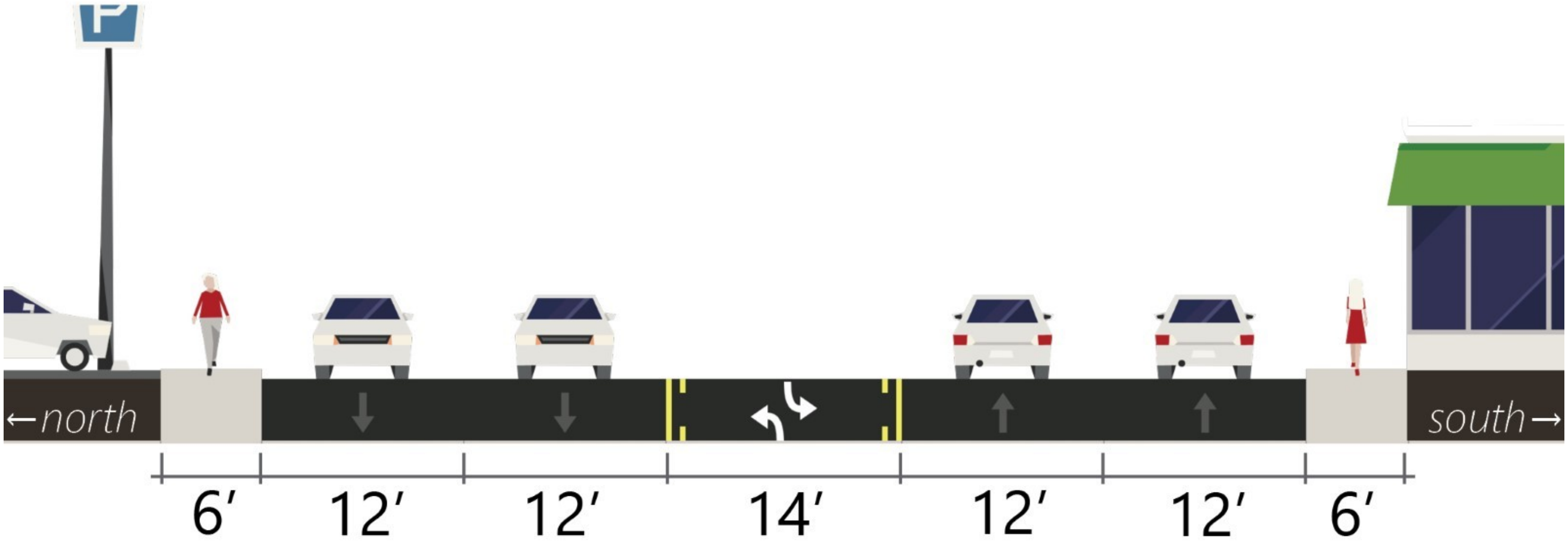
- Schools including Hudson's Bay High School, Clark Community College, Ft. Vancouver High School, State School for the Blind.
- Veteran's Affairs (VA) hospital and Clark County Public Health located on / near these corridors.
- As population increases & more development occurs, safety issues will increase.
- Vine BRT in these corridors has been very successful, many use the bus to get to schools, hospital – build upon success by providing safety improvements for people walking, biking and rolling to get to transit.
- Many people crossing the street, speeding traffic is a concern.
- Need to address growing demand for multimodal travel.

Inadequate and unconnected bike lanes do not provide a continuous, safe route.

Fourth Plain is wide, and many people report drivers fail to yield to pedestrians, even in marked and signalized crosswalks

Sidewalks in the corridor are often uncomfortably narrow and bike lanes are intermittent

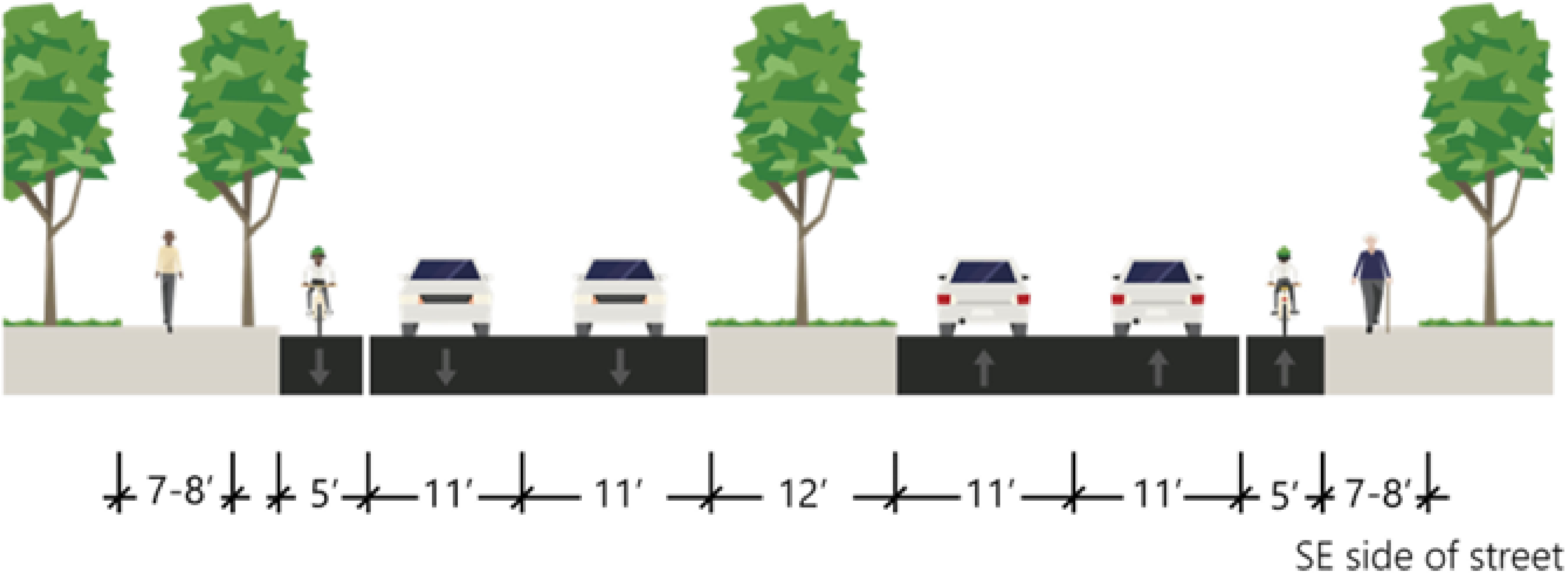
Existing Conditions – Fourth Plain



Fourth Plain Blvd - Typical Cross Section: 5 Lanes

CITY OF Vancouver WASHINGTON

Existing Conditions – Fort Vancouver



Ft. Vancouver Way - Typical Cross Section: 5 Lanes

What is a Lane Reconfiguration?

- Lane reconfiguration = repurposing roadway space for other users
- Typically, remove travel lane(s) for people driving and create new space for people walking, riding bikes, using mobility devices, and to support transit buses and/or freight mobility
- Usually very cost effective compared to other types of treatments
- Proven strategy for making safety improvements in highly constrained, already built out environments

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What is a Lane Reconfiguration?

- Cities across the U.S. are implementing, including Vancouver
- Research shows they are very effective at:
  - **Increasing safety for all roadway users**: *20% - 50% crash reduction* based on real-world studies
  - **Decreasing speeds and reducing conflict points**
  - **Creating comfortable space for people walking, rolling, biking**
- Analysis needed to understand traffic impacts

Completed Fourth Plain Lane Reconfiguration

4 lanes → 3 lanes

- Crashes reduced 52%
- Speeds reduced 18%
- No traffic diversion
- Used as national example

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Monroe Street in Spokane, WA (2016)
5 lanes → 3 lanes

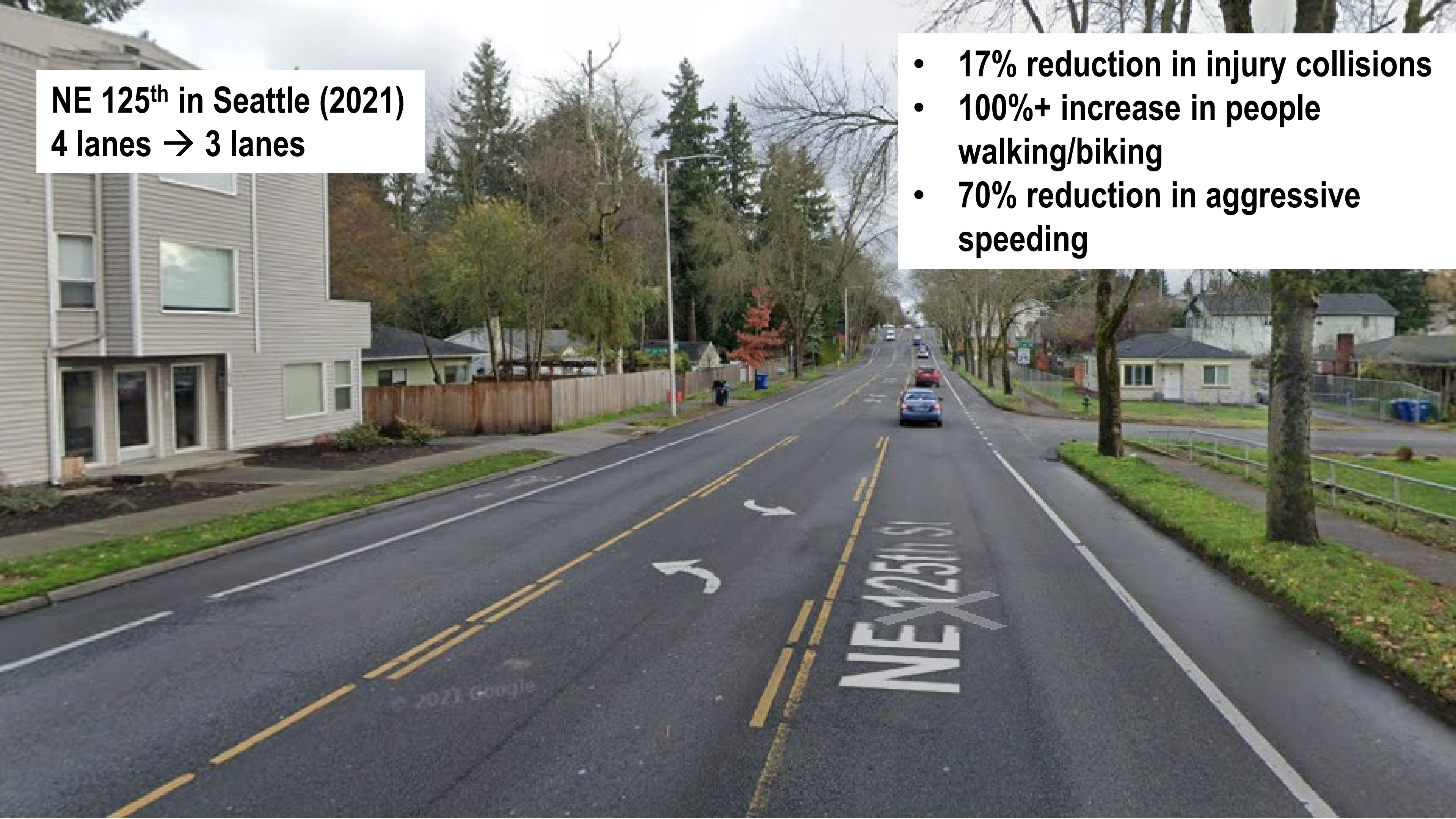
Monroe Street Lane Reconfiguration in Spokane, WA (2020)
5 lanes → 3 lanes

- Marked ped crossings
- On street parking
- Sidewalk improvements
- Street trees, Lighting
- Bus shelters
- 10% increase in corridor sales tax revenue year after

NE 125th in Seattle (2008)
4 lanes → 3 lanes

NE 125th in Seattle (2021)
4 lanes → 3 lanes

- **17% reduction in injury collisions**
- **100%+ increase in people walking/biking**
- **70% reduction in aggressive speeding**




Jackson Street, Medford, OR (2018)
4 lanes


Jackson Street, Medford, OR (2020)
3 lanes

New Uses for Lane Space

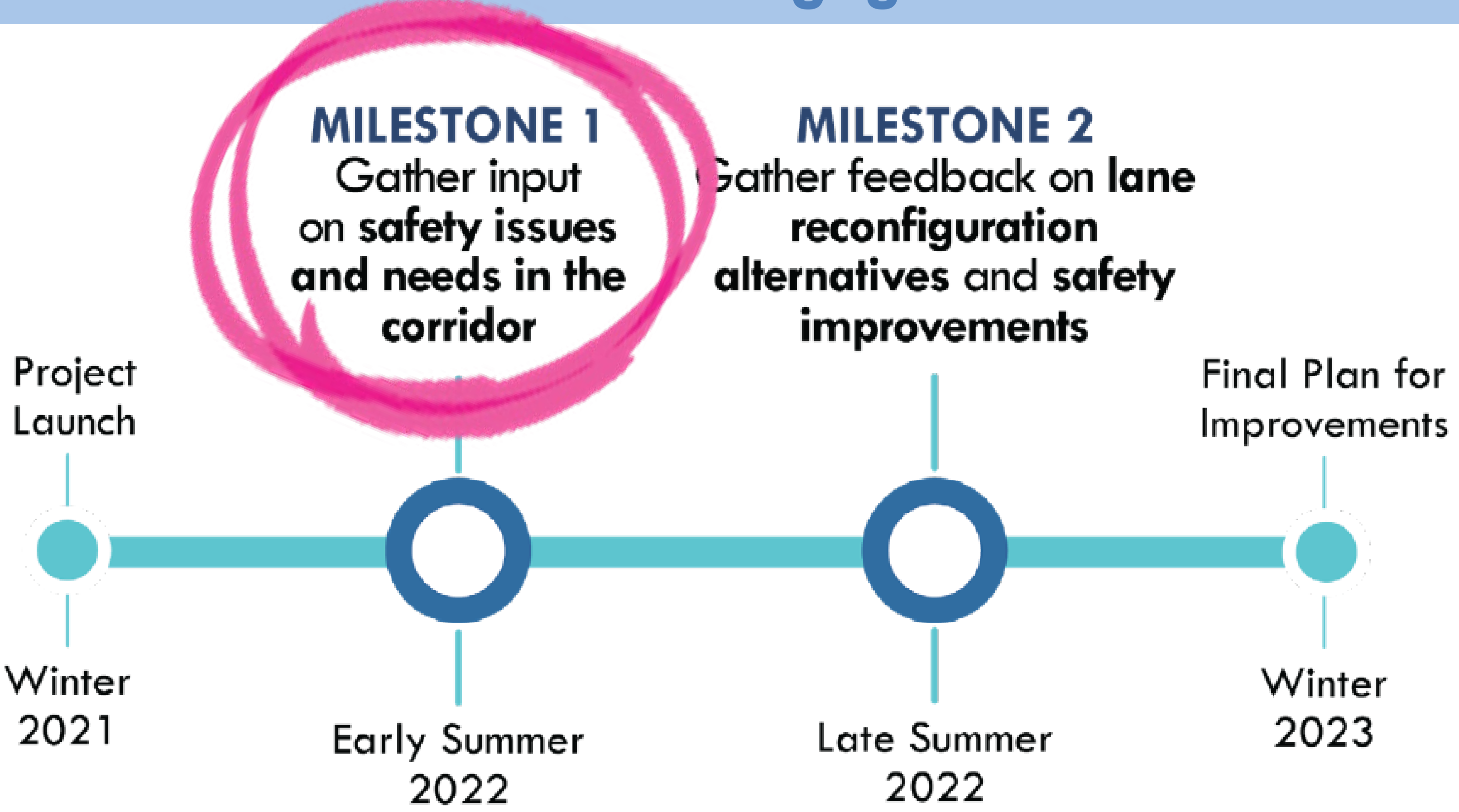
How should the City use extra roadway space on Fourth Plain to best serve everyone who uses Fourth Plain?

Road space could be re-purposed to support:

- **Transit and people riding the bus.**
- **On-street parking spaces.**
- **People walking or who use mobility devices.**
- **People riding bikes.**

Tradeoffs and considerations for each!

Public and Stakeholder Engagement



Engagement Opportunities

- **In-person and online outreach** to reach people who live, work, play, or go to school on Fourth Plain Boulevard and Fort Vancouver Way. Including local businesses, students, and transit riders.
- The City is committed to **gathering broad community feedback** to understand how project improvements can best serve everyone who drives, walks, bikes, or uses a mobility device along the corridors.

Equity Approach – Process Equity

Process Equity: proactive and meaningful engagement of historically underrepresented equity populations

- Translating materials into Spanish, Russian, others if needed
- Providing translators for online and in-person events, as appropriate
- Employing multiple outreach strategies to lower the barriers to participate
- Working with community-based organizations
- Providing incentives to participants when possible

Process equity leads to outcome equity.

Equity Approach – Outcome Equity

Outcome Equity: achieved as a result of *process equity*, when project benefits are fairly distributed to communities with the greatest needs, mitigate avoidable negative impacts and serve the greatest number of people possible.

- Clearly document corridor elements that are modified as a result of community input
- Incorporate feedback and equity considerations into project evaluation process
- Form commitments with community-based organizations that last beyond the timeframe of this study
- Carry community priorities to broader city efforts (such as Vancouver TSP, Updated FP Community Investment Strategy for ARPA funding)

Progress to-date: Lane Reconfiguration Analysis

- Conducted **traffic analysis** in both corridors to understand current and likely future conditions.
- **Analyzed lane reconfigurations** in each corridor to understand traffic performance.
- Updated **safety analysis** in the corridor to understand issues.
- Developed **evaluation framework** for selecting preferred corridor alternatives.

Progress to-date: Traffic Analysis Results

Lane Reconfiguration Traffic Analysis Results

- Looked at existing conditions and future 2040 “no build”
- Coordinated with RTC to conduct travel modeling
- Conducted analysis using a range of assumptions to understand most likely outcomes
- In general, both corridors would perform well with a lane reconfiguration and within City mobility standards

Progress to-date: Outreach in Spring 2022

- Corridor canvassing – introduce the project to businesses and institutions (VA, Clark College, etc.)
- Tabling at Clark College, Vancouver Farmers Market
- Online open house and survey – BeHeard Vancouver
- Neighborhood Association meetings- Shumway, Arnada, Maplewood, Rose Village & Fourth Plain Village

Outreach Responses

What has been your experience traveling along Fourth Plain Blvd and Fort Vancouver Way?

- Fourth Plain feels unsafe – aggressive drivers, drivers don't yield in crosswalks, narrow sidewalks, personal safety
- Bike lanes are not useable or continuous, bikes use sidewalk instead
- Fort Vancouver Way feels disconnected from nearby destinations as a pedestrian

Outreach Responses

Are there any intersections on these streets where crossing feels dangerous? If so, where?

- All crosswalks with pedestrian hybrid beacons (PHB)– vehicles don't yield
- Andresen & Fourth Plain – traffic backs up in the afternoon
- Fourth Plain & Grand
- Fourth Plain and Fairmount
- Fort Vancouver Way & Fourth Plain intersection: the hill and abrupt curve cause low visibility and lots of speeding

Outreach Responses

How would you like to see these streets improved?

- Support for repaving the streets
- Protected, high visibility crosswalks – pedestrian hybrid beacons are not enough – drivers do not always yield
- Improve turning at intersections – dedicated turn lanes, turn signal changes
- Multilingual signage
- More street lighting
- Wider sidewalks
- More and safer bike lanes

Transportation & Mobility Commission Review

- TMC review on Dec. 12, 2021, and April 5 and June 5, 2022
- Support for mobility lanes- this is a major east-west corridor and is relatively flat
- Support for crossing improvements
- Broaden the analysis to focus less on impact of lane reconfiguration on automobiles and more on the potential safety benefits to multimodal travelers and safety challenges of doing nothing
- Support for transit mobility
- Concerns for shared bus and bike/mobility space
- Support for more pedestrian infrastructure

Next Steps

- Continue developing alternatives for each corridor.
- Continue outreach – Phase 2 outreach on alternatives will start mid-August.
- Continue coordinating with TMC, C-TRAN, WSDOT, Fourth Plain Forward, Fourth Plain Coalition partners, neighborhoods, and other corridor stakeholders.
- Select preferred alternatives this fall to advance to design.
- Implementation would occur as part of paving projects in 2023 and 2024.

Presentation Purpose & Target Outcomes

Purpose:

- Overview of project extent, goals, timeline, approach and work completed to date
- Overview of next steps, anticipated deliverables
- Council comments/feedback and confirmation on approach

Target Outcomes:

- Clear Council direction on whether to proceed with ongoing analysis and outreach related to the lane reconfiguration
- Identify additional information needed to support upcoming alternatives discussions

Feedback

Council questions, comments, discussion

Thank you!

vancouvermoves@cityofvancouver.us

https://www.cityofvancouver.us/cdd/page/fourth-plain-safety-and-mobility-project

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Diversity, Equity & Inclusion Update

CITY OF Vancouver WASHINGTON

Alicia Sojourner, Director, Diversity, Equity & Inclusion

Our Time Together

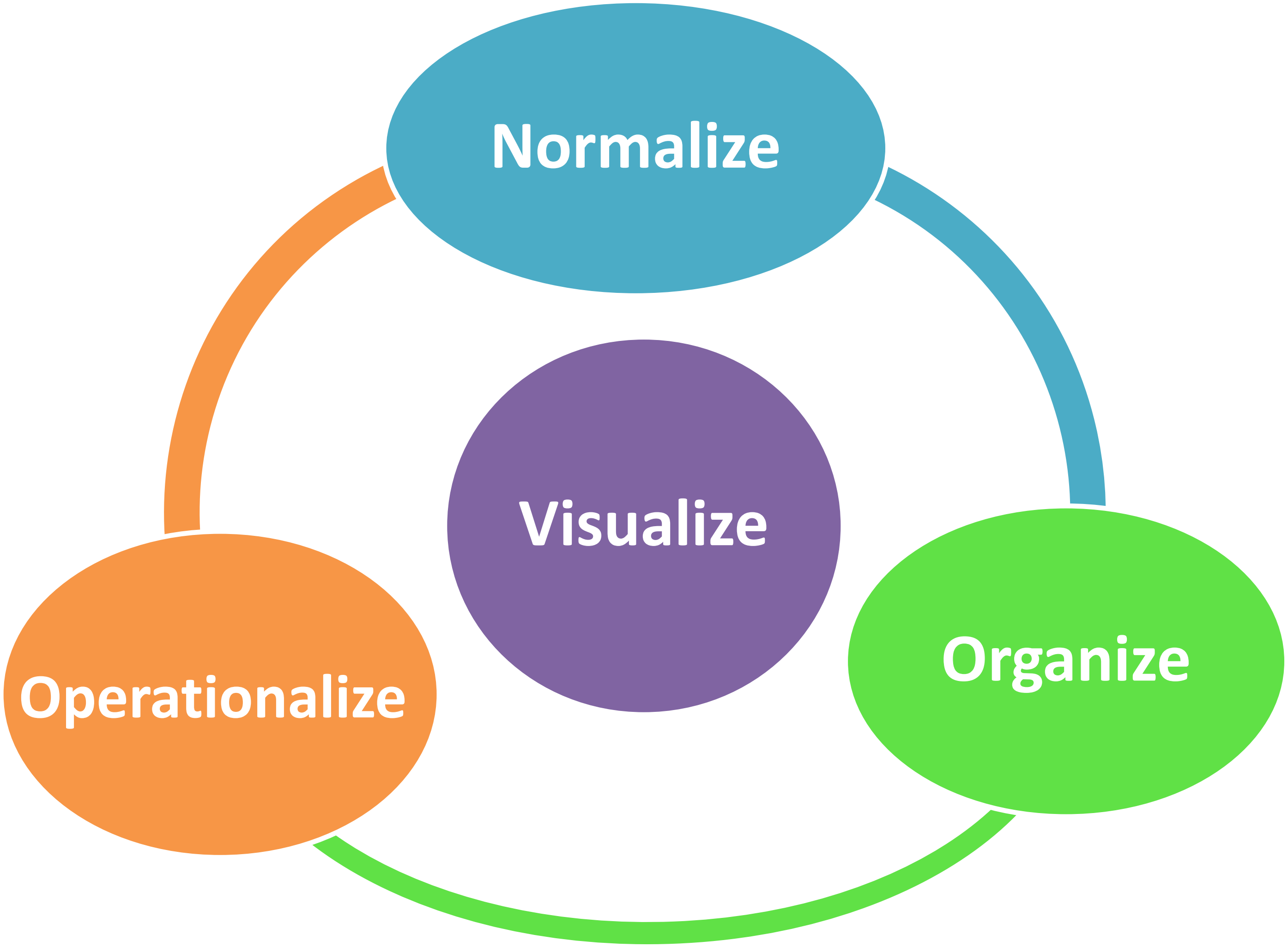
Last quarter highlights

Next quarter ambitions

Budgeting for Equity

Council's DEI priorities

Our Approach - Reminder



Last Quarter Highlights

Last Quarter Highlights - Internal

- 96% CWLT completed a four-hour DEI workshop
- 17 Introduction to DEI Workshop - all department participated
- 5.5 hours of optional all staff workshops
- DEI conversation integrated within VFD Captain Academy class

Last Quarter Highlights – Internal

- 3 DEI Toolkits created
  - Budgeting for Equity Toolkit
  - Leader's DEI Toolkit
  - PAUSE Tool
- 1st cohort completed the Safe Zone Project certification
- 4 Department formed DEI Action Teams
- 24.5 hours DEI council one-on-one connections
- 4 Inclusion Starts w/ i Newsletter

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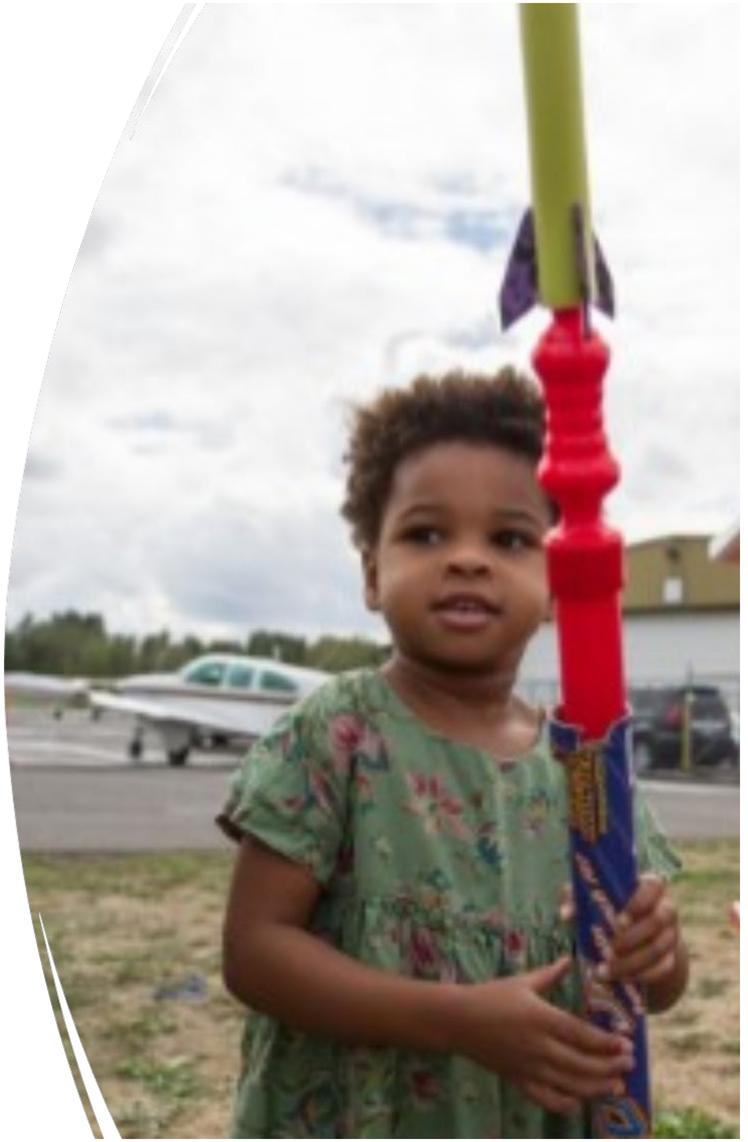
Last Quarter Highlights – External

- 25 hours of presentation with Community Partners
  - Southwest Washington Equity Coalition
  - Port of Vancouver
  - Indivisible Greater Vancouver
  - League of Women Voters
  - Associates for Psychiatric
  - Mental Health, LLC
  - PFEAG
  - Clark College Queer Students Group
  - Association of Washington Cities
- 143 hours of meetings with community members



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Next Quarter Ambitions

Next Quarter Ambitions

- Inclusive Neighborhood Associations
- Language access study and plan
- All staff Communication Workshop – 4 hours
- Boards & Commission Introduction to DEI Workshop
- DEI Fellowship launch
- Departmental DEI Action Goals
- Employee Resource Groups launch

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Budget Equity Toolkit

Toolkits

Budget Equity Toolkit

Budgeting for Equity and Inclusion Goals

- Analyze the Department’s overall approaches to funding equity efforts.
- Identify which programs help to advance equitable outcomes for residents.
- Assess the equity impacts of budget decisions for potential benefits and burdens on communities of color and low-income communities.
- Ensure that programs, projects, plans and investments help to reduce disparities experienced by the City’s most marginalized community members

Budget Equity Toolkit

Budgeting for Equity and Inclusion Strategies: advancing racial and economic equity

Strategy 1	Strategy 2	Strategy 3	Strategy 4
Adopt an Equity Lens	**Be Data-driven Tool: Equity Index**	**Equitable Community Engagement and Inclusion**	**Promote Equable Accountability**

Other Resources:

- **Equity Index**
- **Budgeting for Equity Toolkit Glossary**
- Impact Worksheet
- National Equity Atlas (Clark Co & State)
- U.S. Census Bureau
- CDC's SVI

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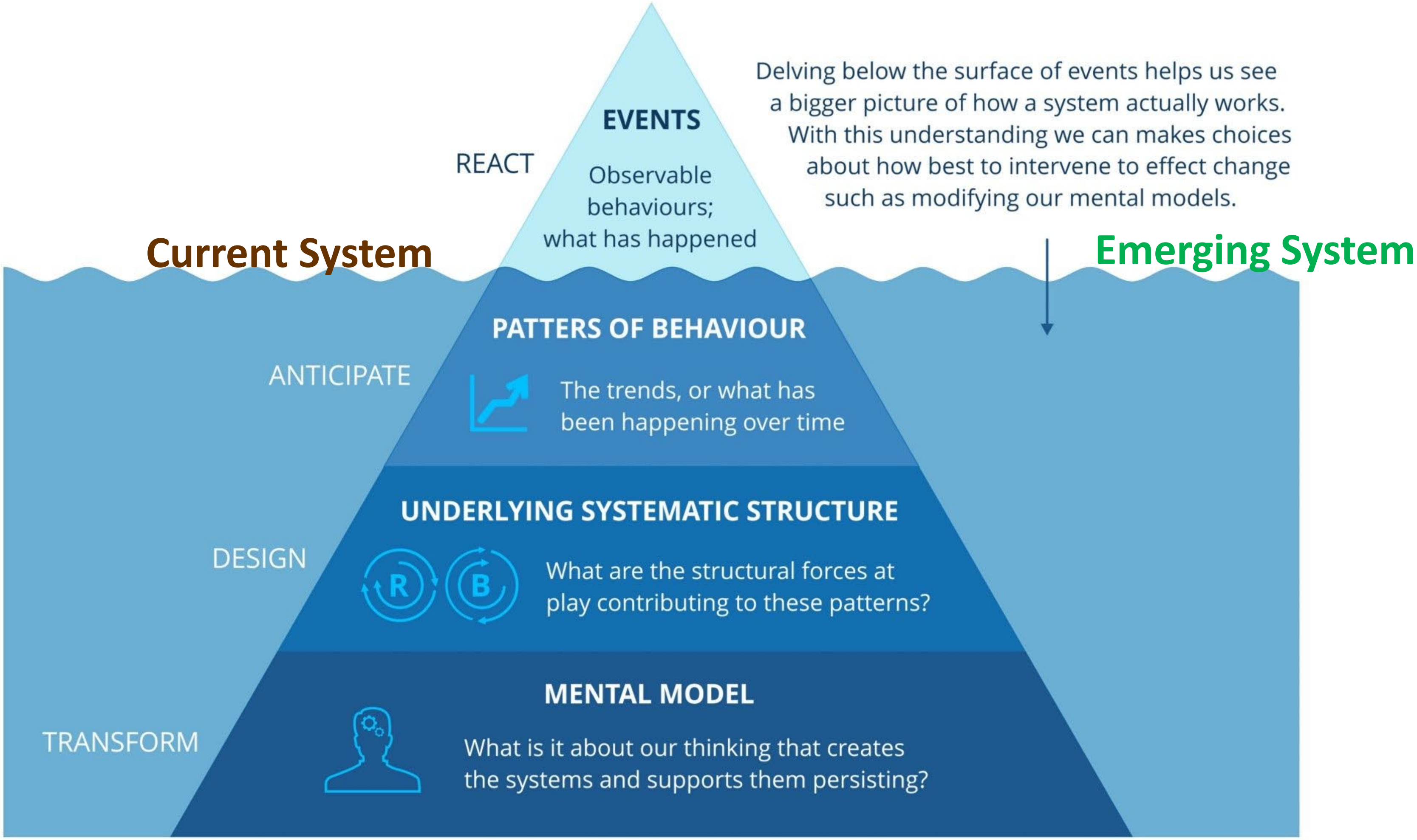
Council's DEI Priorities

Let's Chat!



EVENTS
REACT
Observable behaviours; what has happened
Delving below the surface of events helps us see a bigger picture of how a system actually works. With this understanding we can makes choices about how best to intervene to effect change such as modifying our mental models.
Current System
Emerging System
PATTERS OF BEHAVIOUR
ANTICIPATE
The trends, or what has been happening over time
UNDERLYING SYSTEMATIC STRUCTURE
DESIGN
R
B
What are the structural forces at play contributing to these patterns?
MENTAL MODEL
TRANSFORM
What is it about our thinking that creates the systems and supports them persisting?

DEI Strategic Plan 2022-2025

COV **Council** advances DEI through policy making:

- DEI statement
- Accessible meeting locations
- Boards and Commission DEI development
- Integrate DEI within Boards and Commissions system
- DEI professional development
- Community engagement

Questions

Alicia Sojourner, Director of Diversity, Equity & Inclusion
Office: 360-644-4198

Item #1.

Staff Report: 087-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/11/2022

SUBJECT Continued use of Washington State contract #05815-011 for purchase of computer equipment, peripherals and services

Key Points

- The City uses cooperative purchasing via WA Contract #05815-011 to procure computer equipment, peripherals and services from Datec, Inc.
- This contract expires on 2/28/2023 and may be extended.
- The City has reached the contract limit approved by Council in 2019.
- The State contract is competitively bid and saves City time and resources from performing our own solicitation.

Strategic Plan Alignment

N/A

Present Situation

The City uses Washington State contract #05815-011 to purchase ruggedized and semi-ruggedized computer equipment, peripherals and services, such as desktop computers, laptops, servers, and maintenance. This equipment is utilized by the Police Department, Fire Department, and other field workers who require computer equipment in their vehicles or other non-office environments.

The City is requesting authorization to continue to use the contract to purchase up to the Council-approved annual budgeted amount for these commodities through the end of the contract, which is 2/28/2023, and into any extended period negotiated by the State of Washington.

The City has purchased up to the approved amount authorized in 2019 and requests authority to continue to purchase using this contract up to the amounts approved by Council in the City's budget process.

Advantage(s)

1. Economies of scale achieved by purchasing through the State of Washington provide better pricing than the City could obtain on its own.
2. Cooperative purchasing creates efficiency and saves time and other City resources.

Disadvantage(s)

None

Budget Impact

1. Expenditures under this contract are anticipated to be approximately $170,000 in 2022 based on Council's adopted 2022 budget.
2. Actual expenditures under this contract are subject to current and future budget appropriations approved by Council.

Prior Council Review

Staff Report No. 152-19: Approval of Purchasing Authority for Computer Equipment from Datec, Inc.

Action Requested

Authorize the City Manager or their designee to approve purchases under Washington State contract #05815-011 for the life of the contract with Datec, Inc.

Patrick Gilbride, Information Technology Director, 360-487-7650

ATTACHMENTS:

- 2015-2020 Agreement
- 2015-2020 Participating Addendum

Admin Minnesota
DEPARTMENT OF ADMINISTRATION

STATE OF MINNESOTA
Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

WSCA-NASPO
COOPERATIVE PURCHASING ORGANIZATION

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

WITH

PANASONIC

FOR

COMPUTER EQUIPMENT: (Laptops and Tablets including Related Peripherals & Services)

To:	Panasonic System Communications Company of North America Two Riverfront plaza, 6th floor Newark NJ. 07102	CONTRACT NO:	MNWNC-124
		CONTRACT PERIOD:	April 1, 2015, or upon final executed signatures, whichever is later
	Contract Vendor Administrator: Michelle Chapin Email: michelle.chapin@us.pansonic.com Phone: 973.303.7787	Through	March 31, 2017
		EXTENSION OPTION:	UP TO 36 MONTHS

You are hereby notified that your response to our solicitation, which opened January 31, 2014, is accepted. The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: 1. A Participating Entity's Participating Addendum ("PA") A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WSCA-NASPO Master Agreement.; 2. Minnesota WSCA-NASPO Master Agreement; 3. The Solicitation; and 4. the Contract Vendor's response to the Solicitation. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

1. PANASONIC
The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [signature]
Signature
Donald W. Szczepaniak
Printed Name
Title: Vice President
Date: 3/6/15

By: ______
Signature
______
Printed Name
Title: ______
Date: ______

2. MINNESOTA MATERIALS MANAGEMENT DIVISION
In accordance with Minn. Stat. § 16C.03, subd. 3.

By: [signature]
Title: Master Agreement Administrator
Date: 3/12/15

3. MINNESOTA COMMISSIONER OF ADMINISTRATION
Or delegated representative.

By: Original signed
Date:

MAR 12 2015

By Lucas J. Jannett

Admin Minnesota
DEPARTMENT OF ADMINISTRATION

COMPUTER EQUIPMENT
2014-2019

WSCA-NASPO
COOPERATIVE PURCHASING ORGANIZATION

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

TABLE OF CONTENTS

COMPUTER EQUIPMENT
2014-2019

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

SUMMARY

1. **BACKGROUND.** The State of Minnesota, Department of Administration, Materials Management Division publicly posted a Request for Proposal on behalf of the State of Minnesota and WSCA-NASPO Cooperative Procurement Program ("WSCA-NASPO") resulting in a Master Agreement Award. After evaluation by a multi–state sourcing team the solicitation resulted in this Minnesota WSCA-NASPO Master Agreements with qualified manufacturers for **Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services).**

   The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The configuration limits and restrictions for this Master Agreement are provided below. Participating Entities may revise these in their Participating Addendum. **Bands awarded are identified below:**

   Band 2: Laptop Band 3: Tablet

   The original solicitation included Band 6: Ruggedized. This band has been removed and ruggedized equipment will be allowed in Bands 1-5. The original solicitation and responses may be found on the WSCA-NASPO Website.

2. **EFFECTIVE DATE:** The Master Agreement contract term will begin on April 1, 2015, or upon final executed signatures, whichever is later, through March 31, 2017, with the option to extend up to 36 months, upon agreement by both parties. Contract Sales may not begin until the Website, Product and Service Schedule and third party products have been approved by the Master Agreement Administrator.

3. **PARTICIPATION.** All authorized governmental entities in any State are welcome to use the resulting Master Agreements through WSCA-NASPO with the approval of the State Chief Procurement Official. Contract Vendors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add State specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.

4. **CONFIGURATION DOLLAR LIMITS.** The following configuration limits apply to the Master Agreement. Participating States may define their configuration limits in their participating addendum. The Participating State's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

   The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ $10,000 for a total purchase price of $100,000).

ITEM	CONFIGURATION*
Server	$500,000
Storage	$500,000
Desktops	$ 10,000
Laptops	$ 10,000
Tablets	$ 5,000
Peripherals	$ 5,000
Services	Addressed by each State in participating addendum

* Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

5. **RESTRICTIONS.** The following restrictions apply to the Master Agreement. A Participating State may set further restrictions of products in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

a. Software

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Software is an option which must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

b Services

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
5. Managed Print Services are not allowed.

c. Third Party Products.

1. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
2. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.

d. Additional Product/Services

1. Hardware and software required **to solely support** wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.

6. **PARTNER UTILIZATION:** Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum.

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT A - TERMS & CONDITIONS

MASTER AGREEMENT TERMS AND CONDITIONS

A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS

1. **ACCEPTANCE OF TERMS AND CONDITIONS.** The contents of the RFP and the response of the successful responder will become Master Agreement contractual obligations, along with the final Master Agreement, if acquisition action ensues. A statement of acceptance of the proposed Contract Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented. The Lead State is under no obligation to accept wording changes submitted by the responder. The Lead State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. Any response which fails to comply with this requirement may be disqualified as nonresponsive.

   All general proposal terms, specifications and WSCA-NASPO Terms & Conditions form a part of this RFP and will apply to any Master Agreements entered into as a result thereof.

2. **CONFLICT OF TERMS/ORDER OF PRECEDENCE:**
   a. A Participating Entity's Participating Addendum ("PA");
   b. Minnesota WSCA-NASPO Master Agreement
   c. The Solicitation including all Addendums; and
   d. Contract Vendor's response to the Solicitation

   These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **ADDENDA TO THE RFP.** Any addendum issued will become a part of the RFP. The Lead State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.

4. **AWARD.** The award of this solicitation will be based upon the total accumulated points as established in the RFP, for separate items, by grouping items, or by total lot, and where at its sole discretion the Lead State believes it will receive the best value. The Lead State reserves the right to award this solicitation to a single responder, or to multiple responders, whichever is in the best interest of the Lead State. It is the State's intent to award to multiple responders. The Lead State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the Lead State.

   The Sourcing Team will make a recommendation on the award of this RFP. The commissioner of Administration or designee may accept or reject the recommendation of the Sourcing Team. The final award decision will be made by the Commissioner of Administration and the WSCA-NASPO Management Board.

5. **CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management Specialist in writing, as specified in the introduction, of such error and request modification or clarification of the document. This notification is due no later than seven calendar days prior to the proposal due date and time.

Responders are cautioned that any activity or communication with a State employee or officer, or a member of the Evaluation Team, regarding this Solicitation's contents or process, is strictly prohibited and may, as a result, have its response rejected. Any communication regarding this Solicitation, its content or process, must be directed to the Acquisition Management Specialist listed in the Solicitation documents.

6. **COMPLETION OF RESPONSES.** A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.

7. **MASTER AGREEMENT ADMINISTRATOR.** The Master Agreement Administrator designated by WSCA-NASPO and the State of Minnesota, Department of Administration is: Susan Kahle. Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

Susan Kahle
Acquisition Management Specialist
Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

Fax: 651.297.3996
E-mail: susan.kahle@state.mn.us

8. **DISPOSITION OF DATA SUBMITTED BY CONTRACT VENDOR.** All materials submitted in response to this RFP will become property of the Lead State and will become public record after the evaluation process is completed. The evaluation process is complete when negotiations with the selected vendors are final.

By executing this Contract, the Contract Vendor certifies and agrees that all information provided in the Contract and in response to the solicitation will be made public in accordance with the solicitation and that no information has been designated Trade Secret pursuant to the Minnesota Government Data Practices Act.

If the Contract Vendor submits information after execution of this Contract that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Contract Vendor must:
a. clearly mark all trade secret materials at the time the information is submitted;
b. include a statement with regard to the information justifying the trade secret designation for each item; and,
c. defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the Lead State, its agents and employees, from any judgments awarded against the Lead State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the Lead State's award of a Master Agreement. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the Lead State. The Lead State will not consider the prices submitted by the responder to be trade secret materials.

9. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to and received by the Master Agreement Administrator prior to the opening due date and time. Any issue a responder has with the Master Agreement award must be submitted in writing to the Master Agreement Administrator within five working days from the time the notice of the intent to award is issued. This notice may be made by any of the following methods: notification by letter, fax or email, or posted on the Materials Management website, www.mmd.admin.state.mn.us. The Lead State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: The responsible Master Agreement Administrator, the Materials Management Division (MMD) Assistant Director, and the MMD Director.

10. **ELECTRONIC FILES TO DOWNLOAD, COMPLETE, AND RETURN.** Responders must download a Word/Excel document.

11. **ENTIRE AGREEMENT.** A written Master Agreement (including the contents of this RFP and selected portions of Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

12. **IRREVOCABLE OFFER.** In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 180 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any

part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Master Agreement between the undersigned vendor and the State of Minnesota.

13. **MATERIAL DEVIATION.** A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the terms and conditions.

    RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE WSCA-NASPO TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

    A material deviation is an exception to the Request for Proposal general or WSCA-NASPO terms and conditions and/or specifications that:

    a. gives the responder taking the exception a competitive advantage over other vendors; or,
    b. gives the Lead State something significantly different from that which the Lead State requested.

14. **NONRESPONSIVE RESPONSES.** Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.

15. **NOTICES.** If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

STATE OF MINNESOTA:
MN WSCA-NASPO COMPUTER EQUIPMENT CONTRACT ADMINISTRATOR
50 Sherburne Avenue
112 Administration Bldg.
St. Paul, MN 55155
651-296-2600

MASTER AGREEMENT TERMS AND CONDITIONS

B. WSCA-NASPO TERMS AND CONDITIONS

1. **ADMINISTRATIVE FEES.** The Contract Vendor shall pay a WSCA-NASPO Administrative Fee of one-tenth of one percent (0.1% or 0.001) in accordance with the Terms and Conditions of the Master Agreement no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

   Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contract Vendor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements may not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

2. **AGREEMENT ORDER OF PRECEDENCE.** The Master Agreement shall consist of the following documents:
   1. A Participating Entity's Participating Addendum ("PA");
   2. Minnesota WSCA-NASPO Master Agreement
   3. The Solicitation including all addendums; and
   4. Contract Vendor's response to the Solicitation

   These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **AMENDMENTS.** The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Master Agreement Administrator.

4. **ASSIGNMENT OF ANTITRUST RIGHTS.** Contract Vendor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contract Vendor now has or which may accrue to the Contract Vendor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contract Vendor for the purpose of carrying out the Contract Vendor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

5. **ASSIGNMENT/SUBCONTRACT**. Contract Vendor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the WSCA-NASPO Master Agreement Administrator.

6. **CANCELLATION.** Unless otherwise stated in the terms and conditions, any Master Agreement may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation or in the applicable Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Participating Entity to indemnification by the Contract Vendor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contract Vendor default may be immediate if defaults cannot be reasonably cured as allowed per Default and Remedies term.

7. **CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF.**
   7.1 Confidentiality. Contract Vendor acknowledges that it and its employees or agents may, in the course of providing the Product under this Master Agreement, be exposed to or acquire information that is confidential to Participating Entity or Participating Entity's clients. Any and all information of any form that is marked as confidential

or would by its nature be deemed confidential obtained by Contract Vendor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contract Vendor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contract Vendor) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in Contract Vendor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractor of Contract Vendor who can be shown to have had no access to the Confidential Information

<u>7.2 Non-Disclosure</u>. Contract Vendor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contract Vendor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contract Vendor shall advise Participating Entity immediately if Contract Vendor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and Contract Vendor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contract Vendor against any such person. Except as directed by Participating Entity, Contract Vendor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Participating Entity's request, Contract Vendor shall turn over to Participating Entity all documents, papers, and other matter in Contract Vendor's possession that embody Confidential Information. Notwithstanding the foregoing, Contract Vendor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

<u>7.3 Injunctive Relief.</u> Contract Vendor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contract Vendor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

<u>7.4 Participating Entity</u> is agreeing to the above language to the extent is not in conflict with Participating Entities public disclosure laws.

8. **<u>DEBARMENT</u>**. The Contract Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Contract Vendor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

In any order against this Master Agreement for a requirement established by a Purchasing Entity that discloses the use of federal funding, to the extent another form of certification is not required by a Participating Addendum or the order of the Purchasing Entity, the Contractor's quote represents a recertification consistent with the terms of paragraph 8, Section 2D, Minnesota Terms and Conditions

9. **<u>DEFAULTS & REMEDIES.</u>**

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
   i. Nonperformance of contractual requirements; or
   ii. A material breach of any term or condition of this Master Agreement; or
   iii. Any representation or warranty by Contract Vendor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
   iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contract Vendor, or the appointment of a receiver or similar officer for Contract Vendor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
   v. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contract Vendor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contract Vendor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contract Vendor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contract Vendor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:
   i. Exercise any remedy provided by law; and
   ii. Terminate this Master Agreement and any related Master Agreements or portions thereof; and
   iii. Impose liquidated damages as provided in this Master Agreement; and
   iv. Suspend Contract Vendor from receiving future bid solicitations; and
   v. Suspend Contract Vendor's performance; and
   vi. Withhold payment until the default is remedied.

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

10. <u>DELIVERY.</u> Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contract Vendor. Additional delivery charges will not be allowed for back orders.

11. <u>FORCE MAJEURE.</u> Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The WSCA-NASPO Master Agreement Administrator may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

12. <u>GOVERNING LAW</u>. This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreements shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreements or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

13. <u>INDEMNIFICATION</u>. DELETED SEE SECTION 2C17

14. <u>INDEMNIFICATION – INTELLECTUAL PROPERTY.</u> DELETED SEE SECTION 2C17

15. <u>INDEPENDENT CONTRACT VENDOR.</u> he Contract Vendor shall be an independent Contract Vendor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

16. <u>INDIVIDUAL CUSTOMER.</u> Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contract Vendor will apply the charges and invoice each Purchasing Entity individually.

17. <u>INSURANCE.</u> Except to the extent modified by a Participating Addendum, Contract Vendor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contract Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than $1 million per occurrence/$2 million general aggregate;
b) Contract Vendor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contract Vendor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contract Vendor.

Prior to commencement of the work, Contract Vendor shall provide to the Participating Entity a written endorsement to the Contract Vendor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contract Vendor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contract Vendor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the Lead State Master Agreement Administrator's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contract Vendor's liability and obligations under this Master Agreement.

18. **LAWS AND REGULATIONS.** Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. **LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY. DELETED – SEE SECTION 2B30 FOR REVISED TERM ADDRESSING TITLE OF PRODUCT.**

20. **NO WAIVER OF SOVEREIGN IMMUNITY.** The Lead State, Participating Entity or Purchasing Entity to the extent it applies does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

    If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court of the Participating Entity's State.

21. **ORDER NUMBERS.** Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels (if possible), packing slips, invoices, and on all correspondence.

22. **PARTICIPANTS.** WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.,) for all 50 states and the District of Columbia. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award will be permissive.

23. **PARTICIPATION OF ENTITIES.** Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

24. **PAYMENT .** Payment for completion of an order under this Master Agreement is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contract Vendor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

25. **PUBLIC INFORMATION.** The Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.

26. **RECORDS ADMINISTRATION AND AUDIT.** The disclosure of records in Participating States relating to Participating addenda and orders placed against the Master Agreement shall be governed by the laws of the Participating State and entity who placed the order.

    The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

    Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for an overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

    The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State Master Agreement Administrator to review compliance with those obligations.

    Records will be retained longer if required by Participating Entity's law.

27. **REPORTS - SUMMARY AND DETAILED USAGE.** In addition to other reports that may be required by this solicitation, the Contract Vendor shall provide the following WSCA-NASPO reports.

    a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than the last day of the month following the end of the calendar quarter (as specified in the reporting tool).

    b. Detailed Sales Data. Contract Vendor shall also report detailed sales data by: state; entity/customer type, e.g., local government, higher education, K12, non-profit; Purchasing Entity name; Purchasing Entity bill-to and ship-to locations; Purchasing Entity and Contract Vendor Purchase Order identifier/number(s); Purchase Order Type (e.g., sales order, credit, return, upgrade, determined by industry practices); Purchase Order date; Ship Date; and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State no later than the last day of the month following the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through email; CD-Rom, jump drive or other electronic matter as determined by the Lead State.

       Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in Section 6, Attachment H.

    c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Specific data in relation to sales to employees for personal use to be defined in the final contract award to ensure only public information is reported.

d. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. ACCEPTANCE AND ACCEPTANCE TESTING.

a. Acceptance. Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

b. Acceptance Testing. The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.

29. SYSTEM FAILURE OR DAMAGE. In the event of system failure or damage caused by the Contract Vendor or its Product, the Contract Vendor agrees to use its commercially reasonable efforts to restore or assist in restoring the system to operational capacity. The Contract Vendor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

30. TITLE OF PRODUCT.

OWNERSHIP

a. Ownership of Documents/Copyright. Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Master Agreement and paid for by the Purchasing Entity shall be the exclusive property of the Purchasing Entity and all such material shall be remitted to the Purchasing Entity by the Contract Vendor upon completion, termination or cancellation of the Master Agreement. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Master Agreement without the prior written consent of the Purchasing Entity.

b. Rights, Title and Interest. All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Master Agreement, will be the property of the Purchasing Entity and are, by the Master Agreement, assigned to the Purchasing Entity along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the Purchasing Entity, to execute all papers and perform all other acts necessary to assist the Purchasing Entity to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the Purchasing Entity in performance of the Master Agreement shall be considered "works for hire" as defined in the U.S. Copyright Act.

c. Notwithstanding the above, the Purchasing Entity will not own any of the Contract Vendor's pre-existing intellectual property that was created prior to the Master Agreement and which the Purchasing Entity did not pay the Contract Vendor to create. The Contract Vendor grants the Purchasing Entity a perpetual, irrevocable, non-exclusive, royalty free license for Contract Vendor's pre-existing intellectual property that is contained in the products, materials, equipment or services that are purchased through this Master Agreement.

31. WAIVER OF BREACH. Failure of Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, a Participating Addendum, or order.

32. **WARRANTY.** The warranty provided must be the manufacturers written warranty tied to the product at the time of purchase and must include the following:: (a) the Product performs according to the specifications (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is designed and manufactured in a commercially reasonable manner, and (d) the Product is free of defects.

For third party products sold by the Contract Vendor, the Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.

Upon breach of the warranty, the Contract Vendor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contract Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contract Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or so ordered by the court.

MASTER AGREEMENT TERMS AND CONDITIONS

C. MINNESOTA TERMS AND CONDITIONS

1. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and selected portions of response of the successful Proposer will become contractual obligations, along with the final Master Agreement, if acquisition action ensues. The Lead State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.

2. **ACCESSIBILITY STANDARDS.** The State of Minnesota has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf.

   Responders must complete the WCAG VPAT form included in the FORMS section of the RFP. The completed VPAT form will be scored based on its compliance with the Accessibility Standards. The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity.

   Upon request by the participating entity, the responder must make best efforts to provide Voluntary Product Accessibility Templates (VPATS) for all products offered in its response. Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT http://mn.gov/oet/policies-and-standards/accessibility/#.

3. **ADMINISTRATIVE PERSONNEL CHANGES.** The Contract Vendor must notify the Contract Administrator of changes in the Contract Vendor's key administrative personnel, in advance and in writing. Any employee of the Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.

4. **AMENDMENT(S).** Master Agreement amendments shall be negotiated by the Lead State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Master Agreement amendment means one approved by the authorized signatories of the Contract Vendor and the Lead State as required by law.

5. **AMERICANS WITH DISABILITIES ACT (ADA).** DELETE

6. **AWARD OF RELATED CONTRACTS.** In the event the Lead State undertakes or awards supplemental Contracts for work related to the Master Agreement or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.

7. **AWARD OF SUCCESSOR CONTRACTS.** In the event the State undertakes or awards a successor for work related to the Contract or any portion thereof, the current Contract Vendor shall cooperate fully during the transition with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.

8. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**
   a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
      Instructions for certification:
      1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.
      2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding $25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, 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.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

9. **CHANGE REQUESTS.** The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered. Products introduced during the term of the Master Agreement shall go through a formal review process. A formal process of changing the Master Agreement shall be developed during the negotiation of the Master Agreement. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contract Vendor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contract Vendor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or amendment. The Lead State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

10. **CONFLICT MINERALS.** Contract Vendor must provide information to the public on its website regarding the use of conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: http://www.sec.gov/rules/final/2012/34-67716.pdf.

11. **COPYRIGHTED MATERIAL WAIVER.** The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses and/or to respond to request for information pursuant to Minnesota Government Data Practices Act, , including but not limited to emailing, photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.

12. **EFFECTIVE DATE.** Pursuant to Minnesota law, the Master Agreement arising from this RFP shall be effective upon the date of final execution by the Lead State, unless a later date is specified in the Master Agreement.

13. **FOREIGN OUTSOURCING OF WORK.** Upon request, the Contract Vendor is required to provide information regarding the location of where services, data storage and/or location of data processing under the Master Agreement will be performed.

14. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contract Vendor and all data provided to the Lead State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

    In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the Lead State. The Lead State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the Lead State.

    The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Master Agreement, the Contract Vendor shall retain responsibility under the terms of this article for such work.

15. **HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.

16. **HUMAN RIGHTS/AFFIRMATIVE ACTION.** The Lead State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of $100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds $100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds $100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.

b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.

d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

(a) The Contract Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contract Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contract Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(c) In the event of the Contract Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(d) The Contract Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contract Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(e) The Contract Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contract Vendor is bound by the terms of

Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

e. Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

17. **INDEMNIFICATION.** The Contract Vendor shall indemnify, protect, save and hold harmless the Lead State and the Participating Entity, its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the Lead State and the Participating Entity arising from the performance of the Master Agreement by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the Lead State's and Participating Entity's failure to fulfill its obligations pursuant to the Master Agreement.

    If the Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contract Vendor is not required to defend that Participating Entity.

18. **INTELLECTUAL PROPERTY INDEMNIFICATION.** The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of this Master Agreement will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the Participating Entity, the Participating Entity shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Participating Entity's laws, and hold harmless the Participating Entity against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Participating Entity.

    If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the Participating Entity the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the Participating Entity is not reasonably available, the Participating Entity shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense. This remedy is in addition to any other remedy provided by law

19. **JURISDICTION AND VENUE.** This RFP and any ensuing Master Agreement, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Master Agreement, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. By submitting a response to this Request for Proposal, a Responder voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this RFP, any ensuing Master Agreement, or any breach thereof.

20. **LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.

21. **NONVISUAL ACCESS STANDARDS.** Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards :

    a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

    b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

22. **NOTICE TO RESPONDERS.** Pursuant to Minn. Stat. § 270C.65, subd. 3, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.

23. **ORGANIZATIONAL CONFLICTS OF INTEREST.** The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:
- a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
- the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
- the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Master Agreement. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract,""Contract Vendor," "Master Agreement", "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

24. **PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AND CARDHOLDER INFORMATION SECURITY.** Contract Vendor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contract Vendor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contract Vendor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contract Vendor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the State shall be provided with full cooperation and access to conduct a thorough security review of Contract Vendor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

25. **PERFORMANCE WHILE DISPUTE IS PENDING.** Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

26. **PREFERENCE.**
Targeted/Economically Disadvantaged. In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first $500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.
To verify TG/ED certification, refer to the Materials Management Division's web site at www.mmd.admin.state.mn.us under "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's HelpLine at 651.296.2600.
Reciprocal Preference. In accordance with Minn. Stat. §16C.06, subd 7, the acquisition of goods or services shall be allowed a preference over a non-resident vendor from a state that gives or requires a preference to vendors from that state, the preference shall be equal to the preference given or required by the state of the non-resident vendor. If you wish to be considered a Minnesota Resident vendor you must claim that by filling out the Resident Vendor Form included in this solicitation and include it in your response.

Veteran. In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to **certified small businesses** that are **majority-owned and operated by**:
(1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
(2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
(3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. The preference is applied only to the first $500,000 of the response. If responder is claiming the veteran-owned preference, attach documentation, sign and return form with response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

27. **PUBLIC INFORMATION.** Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You may call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.

28. **PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Master Agreement prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Materials Management Division. The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Master Agreement without the prior written consent of the State's Assistant Director or designee of Materials Management Division. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

29. **PURCHASE ORDERS.** The State requires that there will be no minimum order requirements or charges to process an individual purchase order. The Master Agreement number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract

30. **RIGHTS RESERVED.** Notwithstanding anything to the contrary, the State reserves the right to:

a. reject any and all responses received;
b. select, for Master Agreements or for negotiations, a response other than that with the lowest cost;
c. waive or modify any informalities, irregularities, or inconsistencies in the responses received;
d. negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
e. request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and
f. terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Master Agreement.

31. **RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.

32. **SEVERABILITY.** If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.

33. **STATE AUDITS** (Minn. Stat. § 16C.05, subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.

34. **SURVIVABILITY.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Master Agreements. These rights and duties include, but are not limited to paragraphs: Indemnification, Hold Harmless and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Publicity, Intellectual Property Indemnification, and Admin Fees.

35. **TRADE SECRET/CONFIDENTIAL INFORMATION.** Any information submitted as Trade Secret must be identified and submitted per the Trade Secret Form and must meet Minnesota Trade Secret as defined in Minn. Stat. § 13.37

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING

1. **BAND(S) AWARDED:** Band 2: Laptop Band 3: Tablet.

2. **PRICE STRUCTURE.** The contract employs a MINIMUM discount-off baseline price list structure with category exceptions for each band. The category discounts may be higher or lower than the than the band discount. The minimum discount and categorized exceptions will be applied to all "quantity one" procurements. An end user will be able to verify pricing using the named base line price list and the minimum discounts with the categorized exceptions provided in the Master Agreement.

3. **PRICE GUARANTEE.** These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement.

4. **BASELINE PRICE LIST.** The Base Line Price is designated in the Pricing Discount Schedule. The Base Line Price List must be accessible and verifiable by potential end users preferably on the Contract Vendor Website. All historic versions of the Baseline Price List must be made available upon request pursuant to the audit provisions

5. **PRODUCT AND SERVICE SCHEDULE (PSS).** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions

6. **CHANGES TO THE PSS:** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.

7. **BULK/VOLUME PRICING.** Further bulk/quantity savings may be obtained when additional quantities are requested. Additional savings are expected when competing awarded vendors for volume pricing.

8. **PROMOTIONAL OFFERS.** Contract Vendors may provide promotions for deeply discounted products based on their inventory and sales. The Contract Vendors will be responsible to market these offers.

9. **PREMIUM SAVINGS PACKAGE PROGRAM.** Contract Vendors participating in the Premium Savings Package (PSP) Program will commit to the standard configurations. The standards currently are refreshed every six months (May and November). Refresh schedule is subject to change. See current configurations: http://www.wnpsp.com/index.html. States and other Participating Entities can choose to purchase these packages without any signing additional documents.

10. **TRADE-IN.** Trade-In Programs are the option of the Participating Entity. The Participating Addendum by each State may address the allowance of Trade-Ins.

11. **SERVICES.** Services are at the option of the Participating Entity. The Participating Addendum by each State may address service agreement terms and related travel.

12. **LEASING.** The Discount schedule will indicate if the Contract Vendor provides leasing. Participating Entities may enter in to lease agreements if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted.

13. **FREIGHT**. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the address, receiving dock or warehouse as specified on the ordering agency's purchase order, In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor.

14. **DELIVERY.** Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency.

Admin Minnesota
DEPARTMENT OF ADMINISTRATION

COMPUTER EQUIPMENT
2014-2019

WSCA-NASPO
COOPERATIVE PURCHASING ORGANIZATION

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING SCHEDULE

1. BASELINE PRICE LIST: PANASONIC SRP	POSTED ON THE WEBSITE	
2. BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)	CATEGORY	MINIMUM DISCOUNT
BAND 2 LAPTOP – FULLY RUGGEDIZED UNITS	2M	16%
BAND 3 TABLET	3M	12%
CATEGORY EXCEPTION: Business Rugged Equipment	23E	9%
CATEGORY EXCEPTION: Multimedia Display Accessories	23P1	10%
CATEGORY EXCEPTION: Multimedia-Pro Audio/visual	23P2	3%
CATEGORY EXCEPTION: Arbitrator	23P3	11%
CATEGORY EXCEPTION: Whiteboard Accessories	23P4	13%
CATEGORY EXCEPTION: Promotions Value Items	23PP	5%
IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.		
3. THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)	TPM	11%
CATEGORY EXCEPTION: Promotions - Value Items	TPP	5%

4. SERVICES – Call to discuss additional discounts on large deployments and customized solutions

Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of branded hardware includes a three year warranty. Customer may purchase warranty upgrades for certain hardware as offered. For standard warranty information for Tough Books: http://www.panasonic.com/business/toughbook/computer-support-warranty-information.asp
Additional links are provided on the dedicated WSCA-NASPO website for other products and peripherals.

Accidental damage: $110; Image Loading $60; Asset Tagging $60; Installation $1320;

Initial Training Included. This initial training would include a consultation from our representative from the specific region to review the Panasonic product basic overview and functionality of the products. This would include how to operate the product, contact customer support for any technical support, and other aspects of the products. We have a representative for each State that is accessible by email or phone as well as US based phone support team and live chat for customer service.

5. LEASING

Participating Addendum may identify if and how leasing agreement terms will be conducted.

6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.

a. Quarterly promotions of additional 5-8%.

b. For Fully Ruggedized Equipment additional quantity discounts will apply: QTY 50: 2% (i.e. 9%+2%=11%) QTY: 100 = 4% over 100 = call for quote. Based on each end user customer on a per transaction basis.

c. Discounts on Peripherals:

Multimedia Pro Displays:	22%	Projectors Large Venue:	48%	Projectors – Installation:	48%
Projectors – Portable:	38%	Security Cameras & Accessories:	25%	Scanners – personal:	20%
Scanners-Departmental:	35%	Scanners-Workgroup:	30%	Scanners-Production:	30%
Scanners-Accessories:	30%	Whiteboards-electronic:	27%	Whiteboards-Interactive:	29%

d. Volume Discount of $50 per unit on Peripherals named below based on end user customer purchase on a per transaction basis. For end user customer purchasing 50 units or more an additional $50 discount will be applied to each unit for the following items: Security Ipro Cameras, Installation DLP Projectors, 80" displays, Handheld ProAV Cameras, Departmental Scanners, Interactive Whiteboards.

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT C - PRODUCT AND SERVICE SCHEDULE (PSS)

1. **MAINTAINING THE PSS.** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the WSCA-NASPO Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions. The Contract Vendor will work to develop a PSS satisfactory to the Lead State prior to the start of sales and containing the following information:
   a. Band number
   b. Part # - SKU #
   c. Manufacturer
   d. Description
   e. Minimum Discount
   f. Category Code (This code will be refined during the approval process)
   g. Other fields approved by the Lead State

2. **CHANGES TO THE PSS:** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.

3. **FORMAT:** The format for the final product and service schedule will be approved within 30 days of contract award. Suggested format is provided below:

MANUFACTURER NAME ______________________ **DATE:** ______________________
BASELINE PRICE LIST: ______________________
LINK: ______________________

BAND	Part # - SKU#	MANUFACTURER	DESCRIPTION	MINIMUM DISCOUNT	CATEGORY CODE
1	XYZ	ABC	DESKTOP	60%	1M
2	550	ZZZZZZZ	LAPTOP CART	10%	2TM
3	123A	ABC	SUPER TABLET	25%	3A

4. **THIRD PARTY PRODUCTS:** A list of third party products is to be submitted to the Lead State. Approval must be received from the Lead State prior to adding third party products to the Product and Service Schedule. Master Agreement restrictions of third party products include:
   a. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
   b. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.
   c. The Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.
   d. Any additions to the Third Party Product list must be submitted utilizing the Action Request Form.
   e. The approved Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved.

f.

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT D - WEBSITE

1. **IMPLEMENTATION.** Within 30 calendar days of Master Agreement award, the Contract Vendor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contract Vendor will have 15 calendar days to provide revisions to the Lead State. Once the website is approved, the Contract Vendor may not make material changes to the website without notifying the Lead State and receiving written approval of the changes utilizing the Action Request Form. The Contract Vendor must continue to monitor and update the website throughout the life of the contract. Periodic audits may be conducted to ensure websites are updated and Contract Vendors will be expected to correct deficiencies.

2. **WEBSITE CONTENT.** The website must be separate from the Contract Vendor's commercially available (i.e., public) on-line catalog and ordering systems. Contract Vendor agrees to pursue design of a website to include the items listed below. The Lead State will review and determine acceptability of the website format and data as stated in Item 1 above.
   a) Baseline Price List and historic versions
   b) Approved Product and Service Schedule (PSS)
   c) Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote
   d) Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved
   e) Link to the WSCA-NASPO EmarketCenter
   f) Online ordering capability with the ability to remember multiple ship to locations if applicable to product
   g) Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
   h) Sales representatives for participating entities
   i) Purchase order tracking
   j) Available Twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance
   k) Additional Terms may not be posted on the Website without written approval of the Lead State
   l) Link to the WSCA-NASPO EmarketCenter if a State is participating
   m) Information on accessibility and accessible products
   n) If participating in Premium Savings Package Program, lead with these products and display prominently on the website
   o) Links to environmental certification, including but not limited to take-back/recycling programs,
   p) Information regarding the use of Conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: http://www.sec.gov/rules/final/2012/34-67716.pdf
   q) Service options, service agreements for negotiations when allowed by a participating addendum
   r) EPEAT, Energy Star, etc.
   s) Link to Signed Participating Addendums
   t) Link to Signed Master Agreement
   u) Link to solicitation and Response

3. **TERMINATION** Upon termination or expiration of the Master Agreement awarded from this RFP all websites, on-line offering systems and Electronic Catalog functions supported and/or available as part of the Master Agreement will cease and be removed from public viewing access without redirecting to another website.

Admin Minnesota
DEPARTMENT OF ADMINISTRATION

COMPUTER EQUIPMENT
2014-2019

WSCA-NASPO
COOPERATIVE PURCHASING ORGANIZATION

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT E - ACTION REQUEST UPDATE FORM (ARF)

The Action Request Form (ARF) provided in this document must be utilized by the Contract Vendor to provide quarterly updates of PSS and to make requests. The Action Request Forms may be reviewed quarterly by the Lead State.

DATE: ______________________________

ATTN: WSCA-NASPO Master Agreement Administrator

RE: Master Agreement #__________with ____(Contract Vendor)

Dear WSCA-NASPO Master Agreement Administrator:

____ (Contract Vendor) is providing the following update and/or requesting the action noted below.

Action Requested: ____
Action Log: ______________ Verify Log is attached

SELECT ACTION BELOW AND PROVIDE REQUIRED INFORMATION:

___Update of Product & Service Schedule Provide summary of additions, deletions and pricing changes.
NOTE: THIS WILL BE A NOTIFICATION OF CHANGES TO THE PSS, APPROVAL WILL NOT BE NEEDED
___Quarterly Self Audit Check this box to verify the Quarterly Self Audit has been completed

___Third Party Product Addition Provide warranty Guarantee

___Marketing Approval Attach Materials for review

___Material Website Change Describe and provide link for review

___Miscellaneous Inquiry Provide detail (e.g. key contact change, etc.)

The Contract Vendor certifies Products and Services provided meet the terms and conditions of the Master Agreement and understands they may be audited for compliance. Additional information may be requested upon submission. The Lead State may remove previously approved items throughout the life of the Master Agreement if in the best interest at its sole discretion.

Contract Vendor: ____________________________ Name of Requester: ________________________________

Title of Requester: __________________________________

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT E - ACTION REQUEST FORM (ARF)

ACTION REQUEST FORM
LOG

Submit updated Action Log with each update. Log must provide history of previous update.

CONTRACT VENDOR: ______________________________

Contact Name and Email (for questions): ______________________________

DATE: ______________________________

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT F - REPORTING

1. **OWNERSHIP:** Recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided.

2. **DUE DATE:** Reports shall be due no later than the last day of the month following the end of the calendar quarter.

	FROM	TO	DUE
Q1	January 1	March 31	April 30
Q2	April 1	June 30	July 31
Q3	July 1	September 30	October 31
Q4	October 1	December 31	January 31

3. **REQUIRED REPORTS:**

	Report Name	Submitted to	Purpose & Submittal
1	WSCA-NASPO Administrative Fee	WSCA-NASPO	Identify total sales and administrative fee due to WSCA-NASPO 1) Go to: http://www.naspo.org/WNCPO/Calculator.aspx 2) Complete all contract report information fields 3) Enter total sales per State or Select "no sales for quarter" checkbox 4) Click on Submit button
2	WSCA-NASPO Detailed Sales	WSCA-NASPO	Detailed sales data by line item. Currently via an Excel Report template. Future MAY involve a portal. No modifications may be made by the Contract Vendor to the template. This report may also fulfill the reporting requirements of self audits, premium savings sales, and Bring Your Own Device Employee Sales.
3	Participating States	Participating State	Contract Vendor may utilize the detailed sales report to report to individual States unless otherwise directed by the State. States may require additional reporting.
4	Participating Addendum Status	WSCA-NASPO	Provides status of Participating Addendums. Excel Template to be provided by WSCA-NASPO.
5	Premium Saving Package (PSP)	PSP Lead	Additional reporting may be requested.
6	Quarterly Updates of PSS and Self Audit	Lead State	Utilize the Action Request Form (ARF)

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT G - DEFINITIONS

Acceptance. See Master Agreement Terms regarding Acceptance and Acceptance Testing.
Accessory. Accessories do not extend the functionality of the computer, but enhances the user experience i.e., mouse pad, monitor stand. For the purposes of this proposal, accessories are considered peripherals.
Bands: For the purpose of this solicitation, there are six product bands which may be awarded. Each product band includes related peripherals and services. Responders must only respond to Bands in which they manufacture the defined product. Responder may receive an award in one or more bands for which they manufacture a product based on the evaluation.
BAND 1: DESKTOP. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. All operating systems for tablets are allowed. Zero Clients, Thin clients, all in ones and workstations will also be included under desktops. Ruggedized equipment may also be included in the Product and Service schedule for this band.
BAND 2: LAPTOP. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebooks and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band. Ruggedized equipment may also be included in the Product and Service Schedule for this band.
BAND 3: TABLET. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed. Ruggedized equipment may also be included as a category in the Product and Service Schedule for this band.
BAND 4: SERVER. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.
BAND 5: STORAGE. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.
~~**BAND 6: RUGGEDIZED DEVICES** Ruggedized refers to devices specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions. Ruggedized Devices may also be offered under bands 1-5 of the Master Agreement.~~ BAND 6 REMOVED. RUGGEDIZED EQUIPMENT MAY BE SOLD IN BANDS 1-5, PROVIDED IT MEETS BAND REQUIREMENTS.
Cloud Services. Delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices as a utility over a network, such as the Internet. (Cloud Services including acquisitions structured as managed on-site services are not allowed.)
Contract Vendor or Contractor. The manufacturer responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contract Vendor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. For the purposes of this RFP, the term Partner will be utilized in naming the relationship a manufacturer has with another company to market and sell the contract. Participating States will have final determination/approval if a Partner may be approved for that state in the role identified by the Contract Vendor.
Components. Parts that make up a computer configuration.
Configuration. The combination of hardware and software components that make up the total functioning system.
Desktop. This is Band 1 of this solicitation. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor,

2) display monitor and 3) input devices usually a keyboard and a mouse. Desktop virtualization endpoints such as zero and thin clients will also be included under the Desktop Band.
Energy Star®. A voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes identification of energy efficient computers easy by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. Energy Star qualified computers and monitors automatically power down to 15 watts or less when not in use and may actually last longer than conventional products because they spend a large portion of time in a low-power sleep mode. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at http://www.energystar.gov.
EPEAT. A system for identifying more environmentally preferable computer desktops, laptops, and monitors. It includes an ANSI standard - the IEEE 1680 EPEAT standard – and website www.epeat.net to identify products manufacturers have declared as meeting the standard. EPEAT provides a clear and consistent set of performance criteria for the design of products. It is not a third-party certification program. Instead, Manufacturers self-certify that their products are in conformance with the environmental performance standard for electronic products.
FOB Destination. Shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.
FOB Inside Delivery. Special Shipping arrangements, such as inside delivery, may include additional fees payable by the Purchasing Entity. Any FOB inside delivery must be annotated on the Purchasing Entity ordering document.
General Consulting. Services related to advising agencies on how best to use information technology to meet business objectives. Examples of such services would include management and administration of IT systems. Each State will have varying laws, rules, policies and procedures surrounding general consulting which need adherence. Minnesota Statute section 16C.08 defines general consulting for the State of Minnesota. https://www.revisor.mn.gov/statutes/?id=16C.08
Laptop. This is Band 2 of this solicitation. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptop Band may include notebooks, ultrabooks, and netbooks. Computers with mobile operating systems will also be included under the Laptop Band.
Lead State. The State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States. Minnesota is the Lead State for this procurement and the laws of Minnesota Statute Chapter 16C apply to this procurement.
Manufacturer. A company that, as one of its primary business function, designs, assembles owns the trademark/patent and markets branded computer equipment.
Master Agreement. The underlying agreement executed by and between the Lead State and the Contract Vendor.
Middleware. Middleware is the software "glue" that helps programs and databases (which may be on different computers) work together. Its most basic function is to enable communication between different pieces of software.
Options. An item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.
Order. A purchase order, sales order, or other document used by a Purchasing Entity to order the Equipment.
Participating Addendum. A written statement of agreement signed by the Contract Vendor and a Participating State or other Participating Entity that clarifies the operation of this Master Agreement for the Participating Entity (e.g., ordering procedures specific to a Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participant's willingness to purchase and the Contract Vendor's willingness to provide equipment under the terms and conditions of this Master Agreement with any and all exceptions noted and agreed upon.
Participating States. States that utilize the Master Agreement established by the RFP and enter into a Participating Addendum which further defines their participation.
Participating Entity. A Participating State, or other legal entity, properly authorized by a Participating State to enter into the Master Agreement through a Participating Addendum and that authorizes orders from the Master Agreement by Purchasing Entities. Under the WSCA-NASPO program, in some cases, local governments, political subdivisions or other entities in a State may be authorized by the chief procurement official to execute its own Participating Addendum where a Participating Addendum is not executed by the chief procurement official for that state that covers local governments, political subdivisions, or other government entities in the state.
Partner. A company, authorized by the Contract Vendor and approved by the Participating State, to provide marketing, support, or other authorized contract services on behalf of the Contract Vendor in accordance with the terms and conditions of the Contract Vendor's Master Agreement. In the RFP, Partner is the term that is used to call out the many different relationships a manufacturer may have with another company to market their product including, but not limited to agents, subcontractors, partners, fulfillment partners, channel partners, business partners, servicing subcontractor, etc.
Peripherals. A peripheral means any hardware product that can be attached to, added within or networked with personal computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system. For the purposes of this proposal, peripherals are defined as including accessories. Peripherals may be manufactured by a third party, however, Contract Vendor shall not offer any peripherals manufactured

by another Contract Vendor holding a Master Agreement. The Contract Vendors shall provide the warranty service and maintenance for all peripherals on the Master Agreement. **Examples of peripherals/accessories/options:** Include but are not limited to: printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. **Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band.**
Per Transaction Multiple Unit Discount. A contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.
Premium Savings Packages. Deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals. WSCA-NASPO reserves the right to expand and modify the PSP throughout the life of the contract. See http://www.wnpsp.com/index.html.
Purchasing Entity – means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues an order against the Master Agreement and becomes financially committed to the purchase.
Ruggedized. This was band 6 of this solicitation. Ruggedized refers to equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions.
Services. Broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contract Vendors may offer, but participating States and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the resulting contracts. EACH PARTICIPATING STATE DETERMINES RESTRICTIONS AND NEGOTIATES TERMS FOR SERVICES.
Server. This is Band 4 of this solicitation. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.
Storage. This is Band 5 of this solicitation. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.
Storage Area Network. A storage area network (SAN) is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.
Storage as a Service (STaaS). An architecture model by which a provider allows a customer to rent or lease storage space on the provider's hardware infrastructure on a subscription basis. E.g., manage onsite or cloud services.
Software. For the purposes of this proposal, software is commercial operating off the shelf machine-readable object code instructions including microcode, firmware and operating system software that are preloaded on equipment. The term "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.
Tablet. This is Band 3 of this solicitation. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. Tablet band may include notebooks, ultrabooks, and netbooks that are touchscreen capable.
Takeback Program. The Contract Vendor's process for accepting the return of the equipment or other products at the end of life.
Third Party Products. Products sold by the Contract Vendor which are manufactured by another company.
Upgrade. Refers to replacement of existing software, hardware or hardware component with a newer version.
Warranty. The Manufacturers general warranty tied to the product at the time of purchase.
Wide Area Network or **WAN.** A data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.
WSCA-NASPO. The WSCA-NASPO cooperative purchasing program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State Contract Administrator.

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION, LLC
MN 2014-2019 Computer Equipment
(Desktops, Laptops, Tablets, Servers, Storage including Related Peripherals & Services)
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-124
Panasonic System Communications Company of North America, Division of Panasonic Corporation of North America
(hereinafter "Contractor")
And
State of Washington, Department of Enterprise Services
(hereinafter "Participating State")
Participating State Contract #05815-011

This Addendum adds the State of Washington as a Participating State authorized to purchase from the NASPO ValuePoint Master Agreement number MNWNC-124 with Panasonic.

1. __Scope__: This addendum covers the NASPO Computer Equipment Contract categories identified below, led by the State of Minnesota for use by state agencies and other entities authorized by Washington State's statutes and located in the Participating State to utilize state contracts with the prior approval of the state's chief procurement official. Language contained here supersedes and is in addition to the language of the Master Pricing Agreement

a. Panasonic Computer Equipment: Category Awards:

Scope of Service

1. **Band 2: Laptop.** A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point devices such as a touchpad and speakers into a single unit. A laptop can be used away from the outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebook and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band.

2. **Band 3: Tablet.** A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed.

3. **Examples of peripherals/accessories/options:** Include but are not limited to: monitors, audiovisual equipment, instructional equipment, cabling, modems, network to support servers, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. **Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band**

b. Products and Services **NOT** allowed or provided by this Participating Addendum:

- **Ruggedized Devices, Printers, Multifunction Printers, Cell Phones**

- **Lease Agreements, Managed Print, Cloud Service**

c. Use of Purchase Card is allowable at time of order placement.

2. **Participation:** Use of specific WSCA-NASPO cooperative contracts by all state agencies, political subdivisions and other entities (including cooperatives) located within the state of Washington authorized by state statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

- Individual Customer: Each state agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were individual customers. Except to the extend modified by this Participating Addendum, each agency and political subdivision shall be responsible to follow the terms and conditions of the Master Agreement; and they shall have the same rights and responsibilities as the Lead State has in the Master Agreement. Each agency and political subdivision shall have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor shall apply the charges to each Participating Entity individually.

  Political and non-profit entities within the State of Washington may use this contract without further process provided they have completed, filed and accepted in the Washington State's Master Contract Agreement (MCUA) process. Use by others then those stated above is not a valid use. Use of the contract in conflict with its language is not binding on any party and does not satisfy requirements.
  A list of all members is available at:

  http://des.wa.gov/services/ContractingPurchasing/Purchasing/Pages/MasterContractsUsageAgreement.aspx

  THIS AGREEMENT IS NOT FOR PERSONAL USE.

3. **Effective Date:** This PA's initial term will begin upon final executed signatures and shall be coterminous with the Lead State's (Minnesota) Master Agreement and any extensions of the Master Agreement.

4. **Participating State Modifications or Additions to Master Agreement:**
Contractor and DES agree to the following modifications and additions to the Master Agreement for Computer Equipment and apply only to actions and relationships within the Participating Entity.

Department of Enterprise Services (DES) State Master Contract Standard Terms and Conditions.
The following standard terms and conditions are added to the Participating Addendum for the State of Washington. This section consists of general provisions and terms for contracts issued by the Washington State Department of Enterprise Services (DES), acting under the authority of RCW 39.26 which regulates the manner in which state agencies may acquire services.

4.1 Contract Modifications or Additional Terms and Conditions to the Master Agreement:

DES reserves the right to modify the resulting contract (including but not limited to adding or deleting products, services, or delivery locations) by mutual agreement between DES and the contractor, as long as such modification is substantially within the scope of the original contract. Such modification(s) shall be memorialized in a signed, written document, (Amendment) describing the agreed upon change, including any terms and conditions required to support such change. Changes to point of contact information may be updated without the issuance of a mutually agreed contract amendment.

4.2 Restrictions: In accordance with the Master Pricing Agreement the Participating Addendum identifies the following restrictions of product;

a. Software

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Software is an option which must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

b. Services

1. Services must be related to the procurement of equipment.
2. Service shall be unlimited.
3. Wireless phone and internet service is **not** allowed.
4. Cloud Services including acquisitions structured as managed on-site services are **not** allowed.
5. Managed Print Services are **not** allowed.

c. Third Party Products.

1. Contract Vendors shall only offer Third Party Products in the bands they have been awarded.
2. Contract Vendor is restricted to purchases of computer hardware manufactured by Contractor.

d. Additional Product/Services

1. Hardware and software required **to solely support** wide area network (WAN) operation and management are **not** allowed.
2. Lease/Rentals of equipment shall **not** be allowed.
3. Cellular Phone Equipment shall **not** be allowed.
4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.

4.3 Contract Administration

- **State Contract Administrator**

  DES will appoint a single point of contact that shall be the Contract Administrator for this contract and shall provide contract oversight. The Contract Administrator shall be the principal contact for the contractor for business activities under this contract. DES shall notify the contractor in writing, when there is a new Contract Administrator assigned to this contract.

- **Administration of Term Contract**

  DES may maintain contract information and pricing and make it available on DES's website. The contract prices are the maximum price contractor can charge. The contractor may offer volume discounts to purchasers.

4.4 Contractor Supervision and Coordination

Contractor shall:

a. Competently and efficiently supervise and coordinate the implementation and completion of all contract requirements specified herein.

b. Identify the contractor's Authorized Representative, who will be the principal point of contact for DES concerning contractor's performance under this contract.

c. Immediately notify the Contract Administrator in writing of any change of designated Authorized Representative assigned to this contract.

d. Be bound by all written communications given to or received from the contractor's Authorized Representative.

Violation of any provision of this section may be considered a material breach of contract and may be grounds for contract termination.

4.5 Term Contract Management

Upon award of a term contract, the contractor shall:

a. Promote and market the use of this contract to all authorized contract purchasers.

b. Ensure that those who endeavor to utilize this contract are authorized purchasers under this contract.

c. At no additional charge, assist purchasers in making the most cost effective, value based purchases which may include, but is not limited to:

  - Having representatives available to provide information regarding products and services, including visiting the purchaser site if needed, and providing purchaser with materials/supplies/equipment recommendations.
  - Providing purchasers with a detail list of contract items including current contract pricing and part numbers.

  The contractor shall designate a customer service representative who will be responsible for addressing purchaser issues including but not limited to:

  - Logging requests for service, ensuring repairs are completed in a timely manner, dispatching service technicians and processing warranty claim documentation.
  - Providing purchasers with regular and timely status updates in the event of a delay in repair or order fulfillment.

- Acting as the lead and liaison between the manufacturer and purchaser in resolving warranty claims for contract items purchased.

4.6 Changes

Alterations to any of the terms, conditions, or requirements of this contract shall only be effective upon written issuance of a mutually agreed contract amendment by DES. Changes to point of contact information may be updated without the issuance of mutually agreed contract amendment.

4.7 Statewide Payee Desk

Contractors must register with the Statewide Payee Desk, maintained by DES, to be paid for contract sales. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: Receiving Payment from the State.

4.8 Management Fee

Contractor will pay a management fee of 2 percent to DES on all state contract sales/purchase prices for work orders. The purchase price is defined as total invoice price less sales tax.

The management fee must be rolled into the contractor's current pricing; the fee must not be shown as a separate line item on an invoice unless specifically requested and approved by DES.

How to determine the fee: Total sales (not including sales tax) x .0200 = management fee.

DES may increase, reduce or eliminate the management fee, and reserves the right to negotiate contract pricing with the contractor when adjustment of the management fee might justify an increase in pricing.

For purposes of the management fee, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

Taxability (if applicable): In 2013, the Washington Department of Revenue ruled that if the underlying transaction requires sales tax, the DES management fee portion of the transaction is also subject to a sales tax.

The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced and all management fees have been paid. Failure to accurately report total net sales, to submit a timely sales report, or remit timely payment of the management fee may be cause for contract termination, the charging of interest or penalties, or the exercise of other remedies provided by law.

The management fee does not include or supersede fees owed to other entities such as the NASPO ValuePoint or government entities other than the state of Washington.

DES will invoice the contractor every quarter based on sales reported by contractor. Contractors are **not to remit payment until they receive an invoice from DES.**

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, if not already included on the face of the check.

Remit management fee to:

Washington State Department of Enterprise Services
Finance Office
PO Box 41460
Olympia, WA 98504-1460

NOTE: DO NOT send payment to the DES Contract Administrator and do not pay prior to receiving the invoice.

4.9 Contract Sales/Usage Report

The management fee will be based on total contract sales, which must be reported quarterly by the contractor in the Contract Sales Reporting System. DES will provide a login password and a vendor number.

Each sales report must identify every authorized purchaser by name as it is known to DES and its total combined sales amount **invoiced** during the reporting period (i.e., sales of an **entire agency** or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by DES, and use of this option without prior approval by DES may be cause for contract termination.

USAGE REPORT DUE DATE: Reports must be submitted electronically within 30 days after the end of the calendar quarter:

For sales invoiced during ...	Due date
Q1 (Jan / Feb / March)	April 30
Q2 (April / May / June)	July 31
Q3 (July / Aug / Sept.)	Oct. 31
Q4 (Oct / Nov / Dec.)	Jan. 31

Failure to provide reports in accordance with the schedule above may be cause for contract termination.

The report may be corrected or modified by DES with subsequent written notice to the contractor.

Upon request, contractor shall provide contact information for all purchasers during the term of this contract. Refer sales reporting questions to the Contract Administrator.

4.10 Other Required Term Contract Reports

DES may require the contractor to provide a detailed annual contract sales history report. This report, if requested, will include at a minimum, but is not limited to: product description, part number or other product identifier, per unit quantities sold, and contract price. This report must be provided to DES in an electronic format that can be read by MS Excel. Unless the solicitation specifies otherwise, all other required reports will be designed and approved by the parties by mutual agreement.

4.11 Common Vendor Registration and Bid Notification System

Contractor shall be registered in the state's common vendor registration and bid notification system, RCW 39.29.006, known as Washington's Electronic Business Solutions (WEBS) at www.ga.wa.gov/webs. Contractors already registered need not re- register. It is the sole responsibility of contractors to properly register and maintain an accurate vendor profile.

4.12 Payment

a. **Advance payment prohibited:**

No advance payment shall be made for the products and services furnished by contractor under this contract.

Notwithstanding the above, maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.

b. **Payment:**

Payment is the sole responsibility of, and will be made by, the purchaser.

Under Chapter 39.76 RCW , if purchaser fails to make timely payment(s), contractor may invoice for 1 percent per month on the amount overdue or a minimum of $1. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified otherwise in the solicitation, net 30 days will automatically apply.

Payment(s) made in accordance with contract terms shall fully compensate the contractor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by contractor.

Payment for materials, supplies and/or equipment received and for services rendered shall be made by purchaser and be redeemable in U.S. dollars. Unless otherwise specified, the purchaser's sole responsibility shall be to issue this payment. Any bank or transaction fees or similar costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by the contractor.

Note: when the state has been overcharged or otherwise reimbursed, the purchaser may elect to have either direct payments or written credit memos issued. If the contractor fails to make timely payment(s) or issuance of credit memos, the purchaser may impose a 1% per month on the amount overdue 30 days after notice to the contractor.

c. **Invoicing and discounts**

Contractor must provide a properly completed invoice to purchaser. All invoices are to be delivered to the address indicated in the purchase order.

Each invoice must be identified by the associated contract number; the contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM), the applicable purchaser's order number, and must be in U.S. dollars. Invoices must be prominently annotated by the contractor with all applicable prompt payment and/or volume discount(s) and shipping charges unless otherwise specified in the solicitation.

Invoices for payment will accurately reflect all discounts due the purchaser. Invoices will not be processed for payment, nor will the period of prompt payment discount commence, until receipt of a properly completed invoice denominated in U.S. dollars and until all invoiced items are received and satisfactory performance of contractor has been accepted by the purchaser. If an adjustment in payment is necessary due to damage or dispute, any prompt payment discount period shall commence on the date final approval for payment is authorized.

4.13 Taxes, fees and licenses

a. **Taxes**

Where required by statute or regulation, the contractor shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, the purchaser agrees to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the contractor shall be made for federal excise taxes and the purchaser agrees to furnish contractor with an exemption certificate where appropriate.

b. **Collection of retail sales and use taxes**

In general, contractors engaged in retail sales activities within the State of Washington are required to collect and remit sales tax to Department of Revenue (DOR). In general, out-of-state contractors must collect and remit "use tax" to Department of Revenue if the activity carried on by the seller in the State of Washington is significantly associated with contractor's ability to establish or maintain a market for its products in Washington. Examples of such activity include where the contractor either directly or by an agent or other representative:

- Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;
- Maintains an in-state inventory or stock of goods for sale;
- Regularly solicits orders from purchasers located within the State of Washington via sales representatives entering the State of Washington;
- Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with purchasers in an attempt to establish or maintain market(s); or

- Other factors identified in WAC 458-20.

c. Department of Revenue registration for out-of-state contractors

Out-of-state contractors meeting any of the above criteria must register and establish an account with the Department of Revenue. Refer to WAC 458-20-193, and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state contractors are not required to collect and remit "use tax," purchasers located in the State of Washington are responsible for paying this tax, if applicable, directly to the Department of Revenue.

d. Taxes on invoice

Contractor shall calculate and enter the appropriate state and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

e. Overpayments to contractor

Contractor shall refund to purchaser the full amount of any erroneous payment or overpayment under this contract within 30 days' written notice. If contractor fails to make timely refund, purchaser may charge contractor 1 percent per month on the amount due, until paid in full.

f. Proprietary or confidential information

To the extent consistent with Chapter 42.56 RCW, the Public Disclosure Act, DES shall maintain the confidentiality of contractor's information marked confidential or proprietary. If a request is made to view contractor's proprietary information, DES will notify contractor of the request and of the date that the records will be released to the requester unless contractor obtains a court order enjoining that disclosure. If contractor fails to obtain the court order enjoining disclosure, DES will release the requested information on the date specified.

The state's sole responsibility shall be limited to maintaining the above data in a secure area and to notify contractor of any request(s) for disclosure for so long as DES retains contractor's information in DES records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by contractor of any claim that such materials are exempt from disclosure.

V4.14 Insurance

The following are general insurance provisions for the State of Washington. Additional requirements specific to a good/service may be detailed elsewhere in a solicitation or its appendices.

a. General requirements

Contractor shall, at its own expense, obtain and keep in force insurance as follows until completion of the contract. Upon request, contractor shall furnish evidence in the form of a certificate of insurance satisfactory to the State of Washington that insurance, in the following kinds and minimum amounts, has been secured. Failure to provide proof of insurance, as required, will result in contract cancellation.

Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit contractor's liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

b. Specific requirements

Employer's Liability (Stop Gap): The contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than $1,000,000.00. The State of Washington will not be held responsible in any way for claims filed by the contractor or their employees for services performed under the terms of this contract.

Commercial General Liability Insurance: The contractor shall at all times during the term of this contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness and death, and property damage arising out of the contractor's premises/operations, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) conditions.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

General aggregate limits (other than products-completed operations)	$2 million
Products-completed operations aggregate	$2 million
Personal and advertising injury aggregate	$1 million
Each occurrence (applies to all of the above)	$1 million

Fire damage limit (per occurrence)	$50,000
Medical expense limit (any one person)	$5,000

c. **Business Auto Policy (BAP)**

In the event that services delivered pursuant to this contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease, and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the contractor, subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than $1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

d. **Additional insurance provisions**

All above insurance policies shall include, but not be limited to, the following provisions:

- **Additional insured:**

State of Washington and all authorized purchasers shall be named as an additional insured on all general liability insurance policies. All policies shall be primary over any other valid and collectable insurance.

- **Notice of policy cancellation/Non-renewal:**

For insurers subject to Chapter 48.18 RCW (admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the director of purchasing or designee 30 calendar days prior to cancellation or any material change to the policy as it relates to this contract. Written notice shall include the affected contract reference number.

- **Cancellation for non-payment of premium:**

If cancellation on any policy is due to non-payment of premium, a written notice shall be given the director of purchasing or designee 10 calendar days prior to cancellation. Written notice shall include the affected contract reference number.

- **Identification:**

Certificates of insurance shall include the affected contract reference number.

e. **Insurance carrier rating**

The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Risk Manager for the State of Washington, by submitting a copy of the contract and evidence of insurance before contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 WAC .

f. **Excess coverage**

The limits of all insurance required to be provided by the contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the contractor from liability in excess of such limits.

g. **Limit adjustments**

The state reserves the right to increase or decrease limits as appropriate

4.15 Antitrust

The state maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, the contractor hereby assigns to the State of Washington any and all of the contractor's claims for such price fixing or overcharges which arise under federal or state antitrust laws, relating to the materials, supplies, services and/or equipment purchased under this contract.

4.16 Disputes and remedies

a. **Problem resolution and disputes**

Problems arising out of the performance of this contract shall be resolved in a timely manner at the lowest possible level with authority to resolve such problem. If a problem persists and cannot be resolved, it may be escalated within each organization.

In the event a bona fide dispute concerning a question of fact arises between DES or the purchaser and contractor and it cannot be resolved between the parties through the normal problem escalation processes, either party may initiate the dispute resolution procedure provided herein. The dispute shall be handled by a Dispute Resolution Panel in the following manner. Each party to this contract shall appoint one member to the Panel. These two appointed members shall jointly appoint an additional member. The Dispute Resolution Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute as quickly as reasonably possible. The determination of the Dispute Resolution Panel shall be final and binding on the parties hereto. DES and/or purchaser and contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this contract that are not affected by the dispute.

In the event a bona fide dispute concerning a question of fact arises between DES or the purchaser and contractor and it cannot be resolved between the parties through the normal escalation processes, either party may initiate the dispute resolution procedure provided herein.

The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three business days. The initiating party shall have three business days to review the bid. If after this review a resolution cannot be reached, both parties shall have three business days to negotiate in good faith to resolve the dispute.

If the dispute cannot be resolved after three business days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three business days of receiving the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the Dispute Resolution Panel within the next three business days.

The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

Both parties agree to be bound by the determination of the Dispute Resolution Panel.

Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible.

DES, the purchaser and contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this contract that are not affected by the dispute.

If the subject of the dispute is the amount due and payable by purchaser for materials, supplies, services and/or equipment being provided by contractor, contractor shall continue providing materials, supplies, services and/or equipment pending resolution of the dispute provided purchaser pays contractor the amount purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount contractor, in good faith, believes is due and payable.

b. Administrative suspension

When it in the best interest of the state, DES may at any time, and without cause, suspend the contract or any portion thereof for a period of not more than 30 calendar days per event by written notice from DES to the contractor's Representative. contractor shall resume performance on the next business day following the 30th day of suspension unless an earlier resumption date is specified in the notice of suspension. If no resumption date was specified in the notice of suspension, the contractor can be demanded and required to resume performance within the 30-day suspension period by DES providing the contractor's Representative with written notice of such demand.

c. Force majeure

The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of war, riots, strikes, fire, floods, windstorms, epidemics or other similar occurrences.

Exceptions: Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this contract if, and to the extent that, such party's performance of this contract is prevented by reason of force majeure.

Notification: If either party is delayed by force majeure, said party shall provide written notification within 48 hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the Rights Reserved below, the time of completion shall be extended by contract amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this contract.

Rights reserved: DES reserves the right to authorize an amendment to this contract, terminate the contract, and/or purchase materials, supplies, equipment and/or services from the best available source during the time of force majeure, and contractor shall have no recourse against the state.

d. Alternative dispute resolution fees and costs

In the event that the parties engage in arbitration, mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

e. Non-exclusive remedies

The remedies provided for in this contract shall not be exclusive but are in addition to all other remedies available under law.

4.17 Liquidated damages

a. Liquidated damages - General

DES and or the purchasers and the contractor agree that the liquidated damages provisions in the contract are a reasonable forecast of the actual damages that would be suffered by the purchaser in the event of contractor's nonperformance, that such liquidated damages are not a penalty but represent the reasonable compensation due purchaser in the event of a breach, and that such liquidated damages will be assessed as appropriate.

Any delay by contractor in meeting the Delivery Date of standard configuration items, Installation Date that is pre-negotiated with the Contractor, Reseller and customer, maintenance or repair date that is pre-negotiated with the Contractor, Reseller and customer, or other applicable date set forth in this contract will interfere with the proper implementation of purchaser's programs and will result in loss and damage to purchaser.

As it would be impracticable to fix the actual damage sustained in the event of any such failure(s) to perform and/or purchaser and contractor agrees that in the event of any such failure(s) to perform, the amount of damage which will be sustained will be assessed as appropriate based upon the purchasers inability to perform their function and the parties agree that contractor shall pay such amounts as liquidated damages or acceptable compensation based on the amount of the purchase and not as a penalty.

Liquidated damages provided under the terms of this contract are subject to the same limitations as provided in the section titled Limitation of Liability.

b. Limitation of liability

The parties agree that neither contractor, DES nor purchaser shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this contract.

This section does not modify any sections regarding liquidated damages or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled Termination for Default and Retention of Records are not consequential, incidental, indirect, or special damages as that term is used in this section.

The contractor, DES and purchaser are not liable for damages arising from causes beyond their reasonable control and without their fault or negligence. Such causes may include, but are not restricted to, acts of the public enemy, acts of a government body other than DES or the purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of the contractor, DES or the purchaser, or their respective subcontractors.

If delays are caused by a subcontractor without its fault or negligence, contractor shall not be liable for damages for such delays, unless the services to be performed were obtainable on comparable terms from other sources in sufficient time to permit contractor to meet its required performance schedule.

Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

c. Federal funding (if applicable)

In the event that a federally funded acquisition results from this procurement, the contractor may be required to provide additional information (free of charge) at the request of DES or purchaser. Further, the contractor may be subject to those federal requirements specific to the commodity.

d. **Federal restrictions on lobbying** (if applicable)

Contractor certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

4.18 Debarment and suspension

Respondent certifies, by submitting this bid or proposal, that neither it nor its affiliates presently are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this procurement/contract by any government agency. Respondent also agrees to notify DES if its debarment status changes during the bid process or after receiving notice of contract award, if any. If respondent cannot certify this statement, attach a written explanation to the bid response for review.

4.19 Contract termination

a. Material breach

A contractor may be terminated for cause by DES, at the sole discretion of DES, for failing to perform a contractual requirement or for a material breach of any term or condition. Material breach of a term or condition of the contract may include but is not limited to:

- Contractor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the contract;
- Contractor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the contract;
- Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
- Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the contractor's proper performance hereunder;
- Appointment of any receiver, trustee, or similar official for contractor or any of the contractor's property and such appointment endangers the contractor's proper performance hereunder;

- A determination that the contractor is in violation of federal, state, or local laws or regulations and that such determination renders the contractor unable to perform any aspect of the contract.

b. Opportunity to cure

In the event that contractor fails to perform a contractual requirement or materially breaches any term or condition, DES may issue a written cure notice. The contractor may have a period of time in which to cure. DES is not required to allow the contractor to cure defects if the opportunity for cure is not feasible as determined solely within the discretion of DES. Time allowed for cure shall not diminish or eliminate contractor's liability for liquidated or other damages, or otherwise affect any other remedies available against contractor under the contract or by law.

If the breach remains after contractor has been provided the opportunity to cure, DES may do any one or more of the following:

- Exercise any remedy provided by law;
- Terminate this contract and any related contracts or portions thereof;
- Procure replacements and impose damages as set forth elsewhere in this contract;
- Impose actual or liquidated damages;
- Suspend or bar contractor from receiving future solicitations or other opportunities;
- Require contractor to reimburse the state for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the contract.

c. Termination for cause

In the event DES, in its sole discretion, determines that the contractor has failed to comply with the conditions of this contract in a timely manner or is in material breach, DES has the right to suspend or terminate this contract, in part or in whole. DES shall notify the contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days or as otherwise specified by DES, or if such corrective action is deemed by DES to be insufficient, the contract may be terminated. DES reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the contractor or a decision by DES to terminate the contract.

In the event of termination, DES shall have the right to procure for all purchasers any replacement materials, supplies, services and/or equipment that are the subject of this contract on the open market. In addition, the contractor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

If it is determined that: (1) the contractor was not in material breach; or (2) failure to perform was outside of contractor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "termination for convenience." The rights and remedies of DES and/or the purchaser provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

d. Termination for convenience

Except as otherwise provided in this contract, DES, at the sole discretion of DES, may terminate this contract, in whole or in part by giving 30 calendar days or other appropriate time period written notice beginning on the second day after mailing to the contractor. If this contract is so terminated, purchasers shall be liable only for payment required under this contract for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the purchaser prior to the effective date of contract termination. Neither DES nor the purchaser shall have any other obligation whatsoever to the contractor for such termination. This Termination for Convenience clause may be invoked by DES when it is in the best interest of the State of Washington.

e. Termination for withdrawal of authority

In the event that DES and/or purchaser's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this contract and prior to normal completion, DES may terminate this contract, in whole or in part, by seven calendar day's written notice, or other appropriate time period, to contractor.

f. Termination for non-allocation of funds

If funds are not allocated to purchaser(s) to continue this contract in any future period, DES may terminate this contract with seven calendar days written notice, or other appropriate time period, to contractor, or work with contractor to arrive at a mutually acceptable resolution of the situation. Purchaser will not be obligated to pay any further charges for materials, supplies, services and/or equipment including the net remainder of agreed-to consecutive periodic payments remaining unpaid beyond the end of the then-current period. DES and/or purchaser agree to notify contractor in writing of such non-allocation at the earliest possible time.

No penalty shall accrue to the purchaser in the event this section shall be exercised. This section shall not be construed to permit DES to terminate this contract in order to acquire similar materials, supplies, services and/or equipment from a third party.

g. Termination for conflict of interest

DES may terminate this contract by written notice to contractor if it is determined, after due notice and examination, that any party to this contract has violated Chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this contract is so terminated, DES and/or purchaser shall be entitled to pursue the same remedies against contractor as it could pursue in the event that the contractor breaches this contract.

h. Termination by mutual agreement

DES and the contractor may terminate this contract in whole or in part, at any time, by mutual agreement.

i. Termination procedure

In addition to the procedures set forth below, if DES terminates this contract, contractor shall follow any procedures DES specifies in the termination notice.

Upon termination of this contract and in addition to any other rights provided in this contract, DES may require the contractor to deliver to the purchaser any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The purchaser shall pay to the contractor the agreed upon price, if separately stated, for completed work and service(s) Accepted by the purchaser, and the amount agreed upon by the contractor and the purchaser for (i) completed materials, supplies, services rendered and/or equipment for which no separate price is stated, (ii) partially completed materials, supplies, services rendered and/or equipment, (iii) other materials, supplies, services rendered and/or equipment which are Accepted by the purchaser, and (iv) the protection and preservation of property, unless the termination is for cause, in which case DES and the purchaser shall determine the extent of the liability of the purchaser. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The purchaser may withhold from any amounts due the contractor such sum as DES and purchaser determine to be necessary to protect the purchaser against potential loss or liability.

The rights and remedies of DES and/or the purchaser provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a termination notice, and except as otherwise expressly directed in writing by DES, the contractor shall:

- Stop all work, order fulfillment, shipments, and deliveries under the contract on the date, and to the extent specified, in the notice;
- Place no further orders or subcontracts for materials, services, supplies, equipment and/or facilities in relation to the contract except as is necessary to complete or fulfill such portion of the contract that is not terminated;
- Complete or fulfill such portion of the contract that is not terminated in compliance with all contractual requirements;

- Assign to the purchaser, in the manner, at the times, and to the extent directed by DES on behalf of the purchaser, all of the rights, title, and interest of the contractor under the orders and subcontracts so terminated, in which case the purchaser has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of DES and/or the purchaser to the extent DES and/or the purchaser may require, which approval or ratification shall be final for all the purposes of this clause;
- Transfer title to the purchaser and deliver in the manner, at the times, and to the extent directed by DES on behalf of the purchaser any property which, if the contract had been completed, would have been required to be furnished to the purchaser;
- Take such action as may be necessary, or as DES and/or the purchaser may direct, for the protection and preservation of the property related to this contract which is in the possession of the contractor and in which DES and/or the purchaser has or may acquire an interest.

5. Primary Contacts: The primary contact individual (or their named successor) for this Participating Addendum is as follows:

Contractor

Name	Michelle Chapin
Address	Two Riverfront Plaza, 6th Floor, Newark, NJ 07102
Telephone	973-303-7787
Email	Michelle.chapin@us.panasonic.com

Participating Entity

Name	Momi Friedlander Contract Specialist Department of Enterprise Services
Address	1500 Jefferson Street SE, Olympia, WA 98501
Telephone	360-407-8505
Email	Momi.friedlander@des.wa.gov

6. Minority and Women's Business Enterprises (MWBE)

In accordance with the legislative findings and policies set forth in RCW 39.19, the State of Washington encourages participation in all of its contracts by minority and woman-owned businesses firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). While the state does not give preferential treatment, it does seek equitable representation from the minority and women's business community. In addition, the state welcomes participation by self-identified minority and woman owned firms and strongly encourages such firms to become certified by OMWBE.

Panasonic shall consider and encourage minority and women owned firms in their pool of subcontractors. However, unless required by federal statutes, regulations, grants, or contract terms no preference will be included in the evaluation of bids

Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the original solicitation shall apply. Contact OMWBE for information on other certified firms for potential sub-contracting arrangements. DES encourages participation by non-MWBE firms as well as MWBE firms. Prior to performance, an awarded bidder that is a MWBE or intends to use MWBE subcontractors is encouraged to identify the participating firm(s) to DES.

6.1. Public records and exempt information

All documents submitted by said Contractor to DES during the performance of this agreement shall become public records. They are subject to disclosure unless specifically exempt under Revised Code of Washington (RCW) 42.56 (The Public Records Act).

Confidential documents: DES strongly discourages submittal of any confidential material. DES considers confidential material to be any portion of your submittal clearly marked all or in part "Confidential," "Proprietary" or "Trade Secret" (or the equivalent).

- DES reserves the right to return, reject or disqualify any submittal that includes confidential material.

Public records requests: If a public records request seeks to view or obtain a copy of your RFP submittal, and if your submittal includes content clearly marked "Confidential," "Proprietary" or "Trade Secret" (or the equivalent), DES will:

- Notify you of the date DES will disclose the requested records;
- Give you an opportunity to seek a court order that stops DES from disclosing the records.

DES shall not:

- Evaluate or defend your claim of confidentiality. It is your responsibility to support your claim and take appropriate legal action to do so;
- Withhold or redact your documents without a court order.

Questions about the confidentiality of your submittal can be directed to the Procurement Coordinator or the DES Public Records Officer at (360) 407-8768 or publicrecords@des.wa.gov.

6.2 Legal notices

Any notice or demand or other communication required or permitted to be given under the contract or applicable law (except notice of malfunctioning Equipment) will be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid, certified mail, return receipt requested, via facsimile or by electronic mail, to the parties at the addresses and fax numbers, e-mail addresses provided in the *Authorized Offer and Contract Signature Page* below. For purposes of complying with any provision in the contract or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.

Notices will be effective upon receipt or four business days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Equipment or Services provided pursuant to the contract is served upon contractor or DES, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. The contractor and DES further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

6.3. Liens, claims and encumbrances

All materials, equipment, supplies and/or services shall be free of all liens, claims, or encumbrances of any kind, and if DES or the purchaser requests, a formal release of same shall be delivered to the respective requestor.

6.4 Payment

a. Advance payment prohibited:

No advance payment shall be made for the products and services furnished by contractor under this contract.

Notwithstanding the above, maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.

b. Payment:

Payment is the sole responsibility of, and will be made by, the purchaser.

Under Chapter 39.76 RCW , if purchaser fails to make timely payment(s), contractor may invoice for 1 percent per month on the amount overdue or a minimum of $1. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified otherwise in the solicitation, net 30 days will automatically apply.

Payment(s) made in accordance with contract terms shall fully compensate the contractor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by contractor.

Payment for materials, supplies and/or equipment received and for services rendered shall be made by purchaser and be redeemable in U.S. dollars. Unless otherwise specified, the purchaser's sole responsibility shall be to issue this payment. Any bank or transaction fees or similar costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by the contractor.

Note: when the state has been overcharged or otherwise reimbursed, the purchaser may elect to have either direct payments or written credit memos issued. If the contractor fails to make timely payment(s) or issuance of credit memos, the purchaser may impose a 1% per month on the amount overdue 30 days after notice to the contractor.

c. Invoicing and discounts

Contractor must provide a properly completed invoice to purchaser. All invoices are to be delivered to the address indicated in the purchase order.

Each invoice must be identified by the associated contract number; the contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM), the applicable purchaser's order number, and must be in U.S. dollars. Invoices must be prominently annotated by the contractor with all applicable prompt payment and/or volume discount(s) and shipping charges unless otherwise specified in the solicitation.

Invoices for payment will accurately reflect all discounts due the purchaser. Invoices will not be processed for payment, nor will the period of prompt payment discount commence, until receipt of a properly completed invoice denominated in U.S. dollars and until all invoiced items are received and satisfactory performance of contractor has been accepted by the purchaser. If an adjustment in payment is necessary due to damage or dispute, any prompt payment discount period shall commence on the date final approval for payment is authorized.

6.5 Taxes, Fees and Licenses

a. Taxes

Where required by statute or regulation, the contractor shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, the purchaser agrees to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the contractor shall be made for federal excise taxes and the purchaser agrees to furnish contractor with an exemption certificate where appropriate.

b. Collection of retail sales and use taxes

In general, contractors engaged in retail sales activities within the State of Washington are required to collect and remit sales tax to Department of Revenue (DOR). In general, out-of-state contractors must collect and remit "use tax" to Department of Revenue if the activity carried on by the seller in the State of Washington is significantly associated with contractor's ability to establish or maintain a market for its products in Washington. Examples of such activity include where the contractor either directly or by an agent or other representative:

- Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;
- Maintains an in-state inventory or stock of goods for sale;
- Regularly solicits orders from purchasers located within the State of Washington via sales representatives entering the State of Washington;
- Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with purchasers in an attempt to establish or maintain market(s); or
- Other factors identified in WAC 458-20.

c. Department of Revenue registration for out-of-state contractors

Out-of-state contractors meeting any of the above criteria must register and establish an account with the Department of Revenue. Refer to WAC 458-20-193, and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state contractors are not required to collect and remit "use tax," purchasers located in the State of Washington are responsible for paying this tax, if applicable, directly to the Department of Revenue.

d. Taxes on invoice

Contractor shall calculate and enter the appropriate state and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

e. Overpayments to Contractor

Contractor shall refund to purchaser the full amount of any erroneous payment or overpayment under this contract within 30 days' written notice. If contractor fails to make timely refund, purchaser may charge contractor 1 percent per month on the amount due, until paid in full.

6.6 Information and Communications

Proprietary or confidential information

To the extent consistent with Chapter 42.56 RCW, the Public Disclosure Act, DES shall maintain the confidentiality of contractor's information marked confidential or proprietary. If a request is made to view contractor's proprietary information, DES will notify contractor of the request and of the date that the records will be released to the requester unless contractor obtains a court order enjoining that disclosure. If contractor fails to obtain the court order enjoining disclosure, DES will release the requested information on the date specified.

The state's sole responsibility shall be limited to maintaining the above data in a secure area and to notify contractor of any request(s) for disclosure for so long as DES retains contractor's information in DES records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by contractor of any claim that such materials are exempt from disclosure.

7. **Subcontractors:** All Panasonic dealers and resellers authorized in the State of Washington are approved to provide sales and service support to participants authorized by this Participating Addendum and shall be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

8. **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Participating Addendum shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order. All orders placed by the Participating Entities or Purchasing Entities within the State must include the Participating State contract number: 05815-011 as well as the Lead

State Master Agreement Number: MNNVP-124.

Purchase orders must be submitted with a valid quote and written acceptance from agency prior to contract performance.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor:
By:	By:
Name:	Name: Donald W. Szczepaniak
Title:	Title: Vice President
Date:	Date: 9/14/15

Participating State: Washington	Participating State: Washington
By(Signature)	By(Signature)
Name: Moni Friedlander	Name: Scott Smith
Title: Contract Specialist	Title: State IT Procurement MGR
Date: 29 Sept. 2015	Date: 9/29/15

Staff Report: 088-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/11/2022

SUBJECT Approval of Contract Amendment for the Cost Increase to Contract No. C-100138 Plumbing On-call Maintenance and Services

Key Points

1. An amendment to the current contract with Portland Mechanical Construction, LLC / JH Kelly for Plumbing Maintenance and Services is required to authorize cost increases to facilitate the continued maintenance on City facility plumbing systems.
2. This contract includes the replacement of and/or the repair and rebuilding of plumbing systems as needed in City facilities.
3. The City Water Department currently is requiring the immediate installation of Water Backflow Devices on all property water meters that currently do not have protection installed. Forty-three (43) City facility locations require backflow installations.
4. With the contract amendment, Facilities proposes to contract with Portland Mechanical to install backflow devices at 20 locations (with an estimated cost of $355,629.41); the City Water Department will install the remaining 23 devices.
5. The requested amendment to the contract requests sufficient funding to complete the backflow preventer project, as well as projected maintenance items between now and the end of the contract, which expires on September 27, 2023.

Strategic Plan Alignment

Goal 1: Ensure our built urban environment is one of the safest, most environmentally responsible and well maintained in the Pacific Northwest

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained

Present Situation

1. On September 27, 2019, a four (4) year Contract C-100138 was awarded to Portland Mechanical Contractors, LLC for Plumbing On-Call services. The value of the original

contract, together with amendments, was for a “not to exceed” cost of $300,000.00, which is under the threshold requirement for Council approval.

2. Currently, Facilities has performed $259,005.83 in repairs on the City plumbing systems, only $40,994.17 remains on the contract.
3. A City Water Department required major domestic water backflow preventer project is budgeted and assigned to be completed in the 2021-2022 biennium and potentially in 2023. This work is estimated to cost $355,630. This work will incur the remaining dollars on the contract as well as exceed the $300,000 limit of the Plumbing On-Call services contract.
4. The requested amendment to the contract requests sufficient funding to complete the backflow preventer project, as well as projected maintenance items between now and the end of the contract, which expires on September 27, 2023.
5. The apprenticeship program only applies to public works construction projects. This contract is for on-call maintenance and the program does not apply. Furthermore, each separate task or request will be below the apprenticeship program threshold ($500k) and as an amendment to an existing contract, it is not possible to add substantial changes mid-contract.

Advantage(s)

Allows for the continued ability to perform necessary repair and replace, maintenance, or upgrades, as needed to the City's facility plumbing systems.

Disadvantage(s)

None identified.

Budget Impact

1. The increase in the contract cap would allow the City to utilize the contact within the current budget authority.
2. The required funds for repairs and upgrades are available through the Facilities and/or Capital Projects budget line items.

Prior Council Review

None.

Action Requested

Approve a contract amendment for an increase of $500,000.00 for Contract No. C-100138 Plumbing On-call Maintenance and Services and authorize the City Manager, or their designee, to increase the total contract amount to $800,000 for the balance of the term of the contract.

Geraldene Moyle, General Services Director, 360-487-8633

ATTACHMENTS:

- On Call Plumbing Contract Amendment No 3
- On Call Plumbing Contract
- 19-24 Amendment 1
- 19-24 Amendment 2

CONTRACT C-100138

AMENDMENT NO. 3

Plumbing On-Call Services

This Amendment is made by and between the City of Vancouver, Washington, a municipal corporation (hereinafter referred to as "the City") and JH Kelly, LLC dba Portland Mechanical Contractors, 2000 SE Hanna Harvester Drive, Milwaukie, OR 97222 (hereinafter referred to as the "Contractor").

This Amendment modifies the Plumbing On-Call Services C-100138 as follows:

1. Section 5: Owner's Obligation:
   The contract amount is increased an additional $500,000 for a revised contract amount of $800,000.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

CITY OF VANCOUVER A municipal corporation	**CONTRACTOR:** JH Kelly, LLC dba Portland Mechanical Contractors
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

CONTRACT # C-100138

ITB 19-24: PLUMBING ON-CALL SERVICES

THIS CONTRACT is entered into by and between Portland Mechanical Contractors, LLC, 2000 SE Hanna Harvester Drive, Milwaukie, OR 97222, hereinafter referred to as the Contractor, and the City of Vancouver, a municipal corporation of the State of Washington, hereinafter referred to as the Owner.

Scope of Work:

The Contractor shall provide on-call plumbing maintenance and repair services such as but not limited to; drain and pipe cleaning services, pipe camera services, and plumbing maintenance services all in accordance with the attached Special Provisions, these Contract Provisions and the General Conditions.

This is a Unit Priced Contract in accordance with RCW 35.22, the City reserves the right to perform work using this Contract, or using City staff, or other contractors, or through any mechanism available to the City. This Contract is for the convenience of the City and does not carry any estimates as to how much could be spent.

Each individual project shall be performed upon Contractor's receipt of a City issued Purchase Order. Contractor shall commence work on the date specified on the Purchase Order and within the allowable Working Days specified on the Purchase Order.

The City intends to award one contract for an initial period of two (2) years with an option to extend two (2) additional for one (1) year terms.

The period of the Bid's prices shall be for one (1) year, commencing on the effective date of the Contract. This Contract shall have prevailing wage rates updated annually. An Intent to Pay Prevailing Wages must be filed at the beginning of this Contract and an Affidavit of Wages Paid for prevailing wages paid must be submitted annually for all work completed within the previous twelve (12) month period of this Contract.

1. **Contractor's Obligation**: The Contractor agrees that for each public improvement and/or building maintenance project it is awarded, it will furnish all materials, labor, tools, machinery, and implements of every description necessary for completing such work. All work shall be consistent with the Invitation to Bid and in accordance with all state, federal and local laws and regulations, including but not limited to the ordinances of the City. The Contractor agrees to do the work and furnish the materials in a most substantial and workmanlike manner according to the Contract Documents specified in Section 18 and within the time limits stated in the Contract Documents.

2. **E-Verify Program**: Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

3. **Subcontractor Responsibility**: The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

   At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

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

4. **City of Vancouver Business & Occupational License:** Contractors will be required to get a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at 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.

5. **Owner's Obligation**: In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the Vancouver City Council, the Owner agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.4% Washington State Sales Tax (if applicable):

_____$200,000____

___Two Hundred Thousand Dollars 00/100__________________________

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

5. **Contractor's Insurance**: The Contractor agrees to procure insurance coverage as required by Section 1.03 of the General Conditions for Facility Construction.

6. **Contractor's Bond**: For any projects greater than or equal to $35,000 Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Contract Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the project price executed by itself as principal and by a surety company authorized to do business in the State of Washington as surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.

7. **Employment of Labor**: The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by law.

8. **Payment of Labor**: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries:

https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Based on the Bid submittal deadline for this project, the applicable effective date for prevailing wages will be September 10, 2019.

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

9. **Payment to the Contractor**: Payment to the Contractor of the Contract price by the Owner shall be made in checks drawn on the fund provided therefore. Payment shall be in the manner provided below unless another manner has been specified in the Special Provisions.

Progress payments to the Contractor shall be made within 30 days of receipt of the signed progress payment request, as approved by the Owner, for work completed during the previous month. There will be reserved and retained from monies earned by the Contractor on estimates during the progress of the improvements of work, a sum equal to 5 percent of all such estimates. Said retained amount shall be held in trust in accordance with the Specifications and Chapter 60.28 RCW.

On projects greater than or equal to $35,000 payment of the retained percentage may be withheld, by the owner, per Chapter 60.28 RCW, in the event no claims, as provided by law, have been filed against such funds; and provided further, that releases or certificates have been obtained from the State Department of Labor and Industries, from the State Department of Revenue, and the Employment Security Department and all other departments and agencies having jurisdiction over the activities of the Contractor. In the event such claims are filed, the Contractor shall be paid such retained percentages less an amount sufficient to pay any such claims, together with a sum sufficient to defray the cost of foreclosure action and to cover attorney fees as determined by the Owner.

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

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed, with Procurement Services, the Labor and Industries executed Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in WAC 296-127-320 *Payroll.* A Contractor and all subcontractors shall, within ten days after it receives a written request, as defined by RCW 39.12.010(4) file a certified copy of the payroll records with the Owner. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

10. **Indemnity**: Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Agreement.

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

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

11. **Ownership of Records and Documents – Public Disclosure:** All materials, writings and products produced by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such materials, writings and products to the City. A copy may be retained by the Contractor. In the event the City receives a public record request for such materials, writings of products the City may, in its discretion, notify the Contractor of such request and withholds 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 feels, or penalty assessment under Chapter 42.56 RCW.

12. **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.

13. **Jurisdiction/Venue**: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the

County of Clark. This Agreement shall be governed by the law of the State of Washington.

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

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

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

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

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

18. **Order of Precedence:** Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
    1. Amendments to the Purchase Order,
    2. The Purchase Order,
    3. This Agreement and any Addenda thereto,
    4. The Invitation to Bid and any Addenda thereto,
    5. Bid Form,
    6. Special Provisions,

7. General Conditions for Facility Construction.

18. **Notices**: Whenever in this written Contract written notices are to be given or made, they may be sent by certified mail to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto:

Owner:

Procurement Services Manager
City of Vancouver
415 W 6th St.
P O Box 1995
Vancouver WA 98668-1995

Contractor:

Portland Mechanical Contractors, LLC
2000 SE Hanna Harvester Drive,
Milwaukie, OR 97222

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

Original signed at Vancouver, Washington, on the dates listed below.

CITY OF VANCOUVER
A municipal corporation

Eric Holmes, City Manager

September 27, 2019
DATE

Attest:

Natasha Ramras, City Clerk

Approved as to form:

for Jonathon J. Young, Acting City Attorney
by MICHAEL McKEY, ASST CITY ATTORNEY

CONTRACTOR:
Portland Mechanical Contractors, LLC.

Signature:

Baron Adams General Manager
By: Printed Name / Title

CONTRACT C-100138

AMENDMENT NO. 1

Plumbing On-Call Services

This Amendment is made by and between the City of Vancouver, Washington, a municipal corporation (hereinafter referred to as "the City") and Portland Mechanical Contractors LLC 2000 SE Hanna Harvester Drive Milwaukie OR 97222 (hereinafter referred to as the "Contractor").

This amendment extends the contract one(1) year.

This amendment modifies the Plumbing On-Call Services C-100138 as follows:

1. Extends the contract one (1) year from 9/27/2021 to 9/26/2022.
2. Changes contractors name to JH Kelly, LLC dba Portland Mechanical Contractors
3. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed

CITY OF VANCOUVER
A municipal corporation

DocuSigned by:
75A9183485CA467...
Eric Holmes, City Manager

8/4/2021
Date

Attest:

DocuSigned by:
BCF6734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
9A7DC2E31F694A2...
Jonathan Young, City Attorney

CONTRACTOR:
JH Kelly, LLC dba Portland Mechanical Contractors

DocuSigned by:
Paul Furth
0601A6E217CA480...
Signature

Paul Furth EVP, CFO
Printed Name /Title

7/19/2021
Date

CONTRACT C-100138

AMENDMENT NO. 2

Plumbing On-Call Services

This Amendment is made by and between the City of Vancouver, Washington, a municipal corporation (hereinafter referred to as "the City") and JH Kelly, LLC dba Portland Mechanical Contractors, 2000 SE Hanna Harvester Drive, Milwaukie, OR 97222 (hereinafter referred to as the "Contractor").

This Amendment modifies the Plumbing On-Call Services C-100138 as follows:

1. Extends the contract one (1) year from 9/27/2022 to 9/26/2023.
2. Section 5: Owner's Obligation:

   Increase Contract Amount to not to exceed $300,000.
3. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

CITY OF VANCOUVER
A municipal corporation

DocuSigned by:
75A9183485CA467...
Eric Holmes, City Manager

1/21/2022
Date

Attest:

DocuSigned by:
Natasha Ramras
BCF6734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
9A7DC2E31F694A2...
Jonathan Young, City Attorney

CONTRACTOR:
JH Kelly, LLC dba Portland Mechanical Contractors

DocuSigned by:
Paul Furth
0601A6E217CA480...
Signature

Paul Furth
Printed Name /Title

1/14/2022
Date

CITY OF Vancouver WASHINGTON

Staff Report: 089-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/11/2022

SUBJECT Interstate Bridge Replacement Program – Resolution Stating City of Vancouver Support for a Modified Locally Preferred Alternative, Program Commitments, and City of Vancouver Conditions of Approval

Key Points

- The Interstate Bridge Replacement Program (IBRP) is a bi-state program to enhance multimodal access, safety and mobility on and to the Interstate 5 corridor in the Portland-Vancouver region.
- A recommendation for a Modified Locally Preferred Alternative (MLPA) was presented by the IBRP to the Program's Executive Steering Group on May 5, 2022.
- The IBR Program Administrator presented the MLPA to City Council on June 6, 2022.
- The IBRP developed a set of Commitments that reflect actions to be completed during the the Supplemental Environmental Impact Statement (SEIS) and subsequent phases of the Program that follow approval of a MLPA.
- A Resolution in support of the MLPA and City of Vancouver Conditions of Approval (COAs) related to the MLPA have been drafted for Council's consideration and were discussed during a June 27th workshop. There were no proposed changes to the Resolution. There were refinements to the proposed COAs and a final version is included as Exhibit 2 of Attachment A.

Strategic Plan Alignment

Goal 1: Ensure our built urban environment is one of the safest, most environmentally responsible and well maintained in the Pacific Northwest

Objective 1.1: Develop and maintain a safe, balanced and innovative transportation system that will meet the needs of future generations

Action 1.1.4: Actively participate in policy conversations regarding improvements to the I-5 Corridor

Goal 6: Facilitate the creation of neighborhoods where residents can walk or bike to essential amenities and services "20-minute neighborhoods"

Objective 9.1: Create infrastructure and policies that support job creation

Present Situation

In 2018 the Interstate Bridge Replacement Program was formally established. Since then, the IBRP has collaborated with partner agencies and the community to develop design options for consideration to enhance multimodal access, safety, and mobility on and to the Interstate 5 corridor in the Portland-Vancouver region. The design options were developed based on the Program's defined Purpose and Need to address safety, seismic resiliency, congestion relief, and enhanced multimodal infrastructure. Designs considered work identified in the Locally Preferred Alternative (LPA) for the Columbia River Crossing (CRC) project and modified that work accounting for changes since 2013, when that project closed out.

On May 5, 2022, the IBRP presented a recommended set of improvements, known as a Modified Locally Preferred Alternative (MLPA), to the Program's Executive Steering Group (ESG). The ESG unanimously supported presenting the MLPA to partner agency Boards, Commissions, and Councils for discussion.

On June 6, 2022, Program Administrator Greg Johnson presented the recommended MLPA to Vancouver City Council. Mr. Johnson noted that the MLPA represents an approximately two-percent level of design and is the foundation for what to study in greater detail during a Supplemental Environmental Impact Statement (SEIS) phase of the Program. The SEIS is required through the National Environmental Policy Act (NEPA) for any project receiving federal funding and requires extensive technical analysis and community engagement. Council members expressed general support for moving the MLPA forward into a SEIS phase.

In addition to components identified in the MLPA, the IBR Program has developed a set of Commitments that reflect actions to be completed during the SEIS and subsequent phases of the Program. The Commitments are based on feedback from partner agencies and community stakeholders as necessary actions for the Program to successfully meet its stated purpose, need, and desires of the community.

On June 27th, staff presented to Council a draft Resolution and set of Conditions of Approval (COAs) in support of the MLPA for discussion. The COAs were developed based on desired outcomes from the Program as defined by Council via Resolution M-4140 approved July 26, 2021, Council Resolution M-4171 approved June 6, 2022 regarding greenhouse gas reduction goals defined by Council, previous conditions defined by the City through the CRC project, and community feedback. Staff has refined the COAs since June 27th to address feedback from that workshop and a track changes version of the COAs are included as Attachment B to this Staff Report.

Advantage(s)

1. The IBRP implements goals identified in the City's Strategic Plan, Comprehensive Plan, Transportation System Plan, and Vancouver City Center Vision.
2. A Resolution stating the City's support for the IBR Program's recommendation for a Modified Locally Preferred Alternative establishes a framework for further analysis and stakeholder engagement to achieve a design that addresses Council and community

priorities and also meets the program's defined Purpose and Need.
3. Support for a MLPA represents the City's partnership with other regional Program agencies to seek additional funding to plan and construct all components of the Program.

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

- Council updates on Executive Steering Group outcomes under Mayor and City Manager Communications on a regular basis (generally once a month) Jan. 2021 – May 2022
- August and September, 2022 Consent item to approve an IGA with WSDOT that defined City of Vancouver commitments and responsibilities related to IBRP work for which there would be reimbursement by the IBRP
- January 24, 2022 Council workshop to provide a status update on the IBR Program
- June 6, 2022 Council workshop on recommended Modified Locally Preferred Alternative
- June 27, 2022 Council workshop on draft Resolution, IBR Program Commitments, and City of Vancouver Conditions of Approval

Action Requested

Adopt Attachment A, a Resolution stating the City's support for the Interstate Bridge Replacement Program recommendation for a Modified Locally Preferred Alternative with attached Program Commitments and City of Vancouver Conditions of Approval.

Katherine Kelly, Senior Transportation Policy Advisor, (360) 487-7947

ATTACHMENTS:

- Attachment A - MLPA Resolution and Exhibits
- Attachment B - Conditions of Approval with Track Changes

7-11-22

RESOLUTION NO. _______

A RESOLUTION relating to selection of a Modified Locally Preferred Alternative (MLPA) for the Interstate 5 Bridge Replacement (IBR) Program, and authorizing action by the City of Vancouver's delegates to the C-TRAN Board, Regional Transportation Council Board, and Metro Joint Policy Advisory Committee on Transportation guided by the principles herein, in support of a MLPA.

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 sea ports; 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; and

WHEREAS, the two existing Interstate 5 bridge spans are functionally obsolete and do not meet current seismic standards; and

WHEREAS, frequent crashes on the Interstate 5 corridor and on the bridge affect public safety; and

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, bicycle and pedestrian facilities on the Interstate 5 bridge are unsafe and do not meet Americans with Disabilities Act standards; 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; and

WHEREAS, a Memorandum of Intent was signed by Oregon and Washington Governors Brown and Inslee on November 18, 2018 to begin joint efforts between the two states to replace the Interstate 5 bridge; and

WHEREAS, a program called the Interstate Bridge Replacement Program (IBRP) to plan, design, and construct a replacement bridge across the Columbia River including associated multimodal and urban design enhancements was begun in 2018 by an Oregon-Washington Bi-State Legislative Committee; and

WHEREAS, the IBR Program is a collaboration between the Washington and Oregon Departments of Transportation, the Southwest Washington Regional Transportation Council, Portland

Metro, C-TRAN, TriMet, the Ports of Vancouver and Portland, the Cities of Vancouver and Portland, the Federal Highway Administration, and the Federal Transit Administration; and

WHEREAS, the City of Vancouver is a Participating Agency in the federal environmental review process under the National Environmental Policy Act (NEPA); and

WHEREAS, the City of Vancouver has identified equity and inclusion, safety, innovation, climate sustainability and resiliency, livability, connectivity, aesthetics, and community trust and relationships as guiding principles for the IBRP program; and

WHEREAS, the City of Vancouver adopted Resolution M-4171 on June 6, 2022, acknowledging climate change as threat to the future of our community and directing the City to use City investments to advance infrastructure approaches that achieve significant, long-term GHG reductions and consider alignment with and support of the City's adopted goals in selecting preferred alternatives for large-scale infrastructure projects and developments; and

WHEREAS, Vancouver's adopted comprehensive land use plan, including the transportation element, identify and plan for a comprehensive multimodal project to relieve congestion on I-5, enhance safety for all modes on all transportation facilities, and call for enhancing regional high-capacity transit; and

WHEREAS, there has been broad and comprehensive public engagement on IBR Program options by the citizens of Vancouver; and

WHEREAS, the IBR Program with guidance from the Executive Steering Committee, Community Advisory Group, Equity Advisory Group, and Partner Agencies have developed and evaluated a range of potential solutions; and

WHEREAS, doing nothing is not an acceptable option because it would result in unpredictable and increasing travel delay in the I-5 corridor as a result of increased congestion, bridge lifts and collisions, and would leave in place the ever-present latent risk of bridge failure in a seismic event; and

WHEREAS the IBR Program has recommended a MLPA that is included as Exhibit 1 to this Resolution and that revises and modifies the original LPA adopted by City of Vancouver Council in 2008 as part of the Columbia River Crossing project; and

WHEREAS, identification of a MLPA is one "narrowing" step in a multi-step process and an important opportunity for Vancouver City Council to articulate concerns which need to be weighed at this and subsequent steps; and,

WHEREAS, the IBR Program has committed to addressing issues identified by Program partners during the next phase of the Program and identified in Exhibit 2 to this Resolution, "Commitments"; and

Attachment A: Resolution Supporting Interstate Bridge Replacement Program Modified Locally Preferred Alternative

WHEREAS, the City of Vancouver has identified issues requiring further study and cumulative project impacts that exceed those identified in the MLPA and presents, in Exhibit 2 to this Resolution, "Conditions of Approval";

BE IT RESOLVED that:

The City of Vancouver hereby endorses the Modified Locally Preferred Alternative for the Interstate Bridge Replacement Program, attached as Exhibit 1 to this Resolution, along with the Commitments and Conditions of Approval attached as Exhibit 2 to this Resolution.

ADOPTED by the City of Vancouver Council this 11th day of July 2022.

RESOLUTION ___
EXHIBIT 1

DRAFT MODIFIED LOCALLY PREFERRED ALTERNATIVE RECOMMENDATION

MAY 27, 2022

After regional support is reached on a Modified Locally Preferred Alternative for the Interstate Bridge Replacement (IBR)Program, the program commits to continuing work with the partner agencies and community to identify and refine program elements that have yet to be finalized. The **IBR Program** recommends the following components for the Modified LPA:

1. A replacement of the current I-5 Bridge with a seismically sound bridge.

2. A commitment to increase and implement attractive transit options across the Columbia River by supporting a variety of transit services that meet the needs of customers traveling between varied markets through:

   i. Continuation of C-TRAN express bus service from markets north of the Bridge Influence Area (BIA) to the downtown Portland area utilizing new bus on shoulder facilities, where available, within the BIA.

   ii. Continuation of C-TRAN's current and future Bus Rapid Transit lines as described in adopted regional plans and known as the Vine.

   iii. New Light Rail Transit (LRT) service as the preferred mode for the dedicated High-Capacity Transit improvement within the BIA.

   iv. An alignment of LRT that begins with a connection at the existing Expo Center LRT station in Portland, OR, extends north, with a new station at Hayden Island, continues across the Columbia River on a new I-5 bridge, and generally follows I-5 with an interim Minimum Operable Segment not extending north of E. Evergreen Boulevard, in Vancouver, WA. There will be multiple stations in the City of Vancouver to be decided by the Vancouver City Council in consultation with C-TRAN, the Port of Vancouver, and TriMet.

3. Active transportation and multimodal facilities that adhere to universal design principles to facilitate safety and comfort for all ages and abilities. Exceptional regional and bi-state multi-use trail facilities and transit connections will be created within the BIA. Opportunities will be identified to enhance active transportation facilities, with specific emphasis on local and cross-river connections between the region's Columbia River Renaissance Trail and the 40-mile Loop.

4. The construction of a seismically sound replacement crossing for the North Portland Harbor Bridge with three through lanes, northbound and southbound.

5. The construction of three through lanes northbound and southbound on I-5 throughout the BIA.

6. The inclusion of one auxiliary lane northbound and one southbound between Marine Drive in Portland and E. Mill Plain Boulevard in Vancouver to accommodate the safe movement of freight and other vehicles.

7. A partial interchange at Hayden Island, and a full interchange at Marine Drive, designed to minimize impacts on the Island's community; and improve freight, workforce traffic, and active transportation on Marine Drive.

8. A commitment to study improvements of other interchanges within the BIA.

9. Variable Rate Tolling will be used for funding, such as constructing the program, managing congestion, and improving multi-modal mobility within the BIA. The Program will study and recommend a low-income toll program, including exemptions and discounts, to the transportation commissions.

10. A commitment to establish a greenhouse gas (GHG) reduction target relative to regional transportation impact, and to develop and evaluate design solutions that contribute to achieving program and state-wide climate goals.

11. A commitment to evaluate program design options according to their impact on equity priority areas with screening criteria such as air quality, land use, travel reliability, safety, and improved access to all transportation modes and active transportation facilities. The Program also commits to measurable and actionable equity outcomes and to the development of a robust set of programs and improvements that will be defined in Community Benefits Agreement.

RESOLUTION ___
EXHIBIT 2

Interstate Bridge Replacement Program Commitments and City of Vancouver Conditions of Approval for a Modified Locally Preferred Alternative

July 11, 2022

Overview
Endorsement of a Locally Preferred Alternative is one step of many that enables a program to proceed with further analysis of a reduced range of alternatives. The Interstate Bridge Replacement (IBR) Program, in collaboration with Program partners, have identified a set of "Commitments" that describe further actions to be accomplished as part of refining alternatives identified in the Program Modified Locally Preferred Alternative (MLPA) and in preparation for a Supplemental Environmental Impact Statement (SEIS). The City of Vancouver has identified additional action items, "Conditions of Approval" (COAs), that are not captured in the Program Commitments in a manner that specifically or thoroughly enough addresses desired outcomes as defined by the City.

The following are IBR Program Commitments and City of Vancouver COAs:

A. Process

IBR Program Commitment:

1. The IBR program will develop a workplan to address partner requests and conditions of approval. The workplan will address any conflicts that arise between partner agencies independent conditions of approval and will provide a timeline for responding to partner agency requests.

B. Community and Stakeholder Engagement

IBR Program Commitments:

2. Authentically engage with the program's advisory groups in all major program decisions, timelines, and milestones.
3. Commit to partner engagement to help shape a communications strategy and execution, environmental process, and the development of the program design.
4. Commit to a robust community engagement program to solicit and obtain public input for all stages of the program including establishing public priorities for design and evaluation of impacts to the built and natural environment, and input on design options.
5. Develop a Community Benefits Program.

City of Vancouver Condition of Approval:

6. Engagement must be accessible and open to a wide variety of stakeholders and all community members.

C. Climate

IBR Program Commitments:

7. Provide a high level of sustainable design and construction practices including a stormwater strategy and minimal impact on fish, wildlife, and watershed health.
8. Prepare an in-depth Greenhouse Gas (GHG) analysis including climate change, air quality, carbon emissions and Vehicle Miles Traveled (VMT).

City of Vancouver Conditions of Approval:

9. In collaboration with Program partners define a GHG reduction goal that is Program-specific and supports state, regional, and local GHG emission reduction goals, including the City's goal of carbon neutrality by 2040.
10. The GHG analysis committed to by the IBR Program shall include data related to changes in travel behavior (modal splits and induced demand), modeled vehicle miles traveled at years 2030, 2040,

and 2050, and assumptions regarding tolling consistent with Oregon and Washington State Departments of Transportation toll programs.

11. Collaborate with Partners to define mitigation strategies for urban heat island effects and air pollutants associated with the infrastructure and vehicular traffic of the Program.
12. Prepare and present a plan that shows how Program-related GHG will be monitored and reported during and after construction, and how it will be mitigated plus funding options for mitigations. There shall be regular updates on progress, including annual reporting on the status of the GHG target and mitigation efforts to offset emissions.

D. Equity

IBR Program Commitments:

13. Prepare an Equity Report that assesses the impact of tolls on low-income people, including toll avoidance and limited access to technology for payment of tolls; the impact of the project on low-income and minority populations in regard to affordable housing and employment; and the impact of the project on populations at or below the poverty level. It entails an examination of access to jobs and services, physical accessibility, potential negative impacts related to construction and/or property acquisition, and other elements in alignment with our equity objectives.
14. Implement an accountability tracking tool that will include regular staff reports to the program and the Equity Advisory Group regarding how the Equity Framework (and equity more broadly) has shaped decisions and activities.
15. Prioritize access, influence, and decision-making power for marginalized and underserved communities throughout the program in establishing objectives, design, implementation and evaluation of success.

City of Vancouver Conditions of Approval:

16. The IBR Program shall assess the impacts of the Program on Black, Indigenous and People of Color (BIPOC) communities, low- and moderate-income residents, renters, people with disabilities and mobility challenges, and other equity-priority populations in the region using partner agreed-upon methodologies and data. This analysis should include an assessment of the distribution of program impacts and benefits (as defined by the Program Equity and Mobility Advisory Committee- #18 below), potential outcomes, and mitigations for equity priority communities at 2030, 2040 and 2050.
17. Evaluate equitable outcomes using performance measures developed by the IBRP Equity Advisory Group to measure benefits and impacts to equity priority communities (including BIPOC).
18. Prioritize historically marginalized and underserved communities within the Program area to establish objectives, design, implement and evaluation of success of the project.

E. Bridge Replacement

IBR Program Commitments ("Design"):

19. Employ high quality architectural design for the North Portland Harbor Bridge and Columbia River main span.
20. Design a bridge that is aesthetically pleasing, cost efficient, and sustainable.
21. Design and construct the program following principles of sustainability, cost efficiency, context sensitivity, and avoidance and minimization of impacts.

City of Vancouver Conditions of Approval:

22. Further analysis is needed to determine design of a bridge that meets the defined Program Purpose and Need.
23. Confirm the constraints on bridge design related to navigation and airspace.
24. The bridge shall have the highest quality architecture for the project allowable by engineering limitations and within reasonable cost to produce a signature design.
25. The bridge cannot negatively impact City of Vancouver's ability to convert Washington Street to a two-way street or any other future changes to the local road network and related facilities as defined by the City through the design phase of the IBR Program.

F. Transit

IBR Program Commitments:

26. Develop the high-capacity transit terminus, station placement, alignment and design to allow for future extensions and connections.
27. Develop options and define impacts and costs for the high-capacity transit alignment accounting for development opportunities, safety and efficiency, traffic movement, construction costs and impacts.
28. Conduct further analysis on the size and design of park and rides accounting for ridership and cost-effectiveness, impacts on the street network and integration with the surrounding land uses; document in the Supplemental Final Environmental Impact Statement (SFEIS).
29. Develop stations, furnishings, roadwork and sidewalk elements in character appropriate to Vancouver and Hayden Island.
30. Refine station locations accounting for safety, compatibility with surrounding uses, cost-effectiveness and efficiency of operations.
31. Develop a plan for Transit Operations & Maintenance funding sources.
32. Optimize the HCT option selected to maximize ridership potential and improve the transit network to meet the region's needs today and into the future; and that fits within the operating plans of the two partner transit agencies: C-TRAN and TriMet.

City of Vancouver Conditions of Approval:

33. Safety and Security is a primary objective of the transit system and specific improvements, strategies and measures should be deployed to ensure maximum security and safety for transit patrons and the adjacent community.
34. All park and ride location(s) within the City of Vancouver will be determined in partnership with the City of Vancouver and C-TRAN, be designed to integrate with the community character and landscape, and not negatively impact multimodal access, safety, and circulation.
35. Ensure that design of the transit guideway allows for access and use by buses and emergency vehicles in addition to light rail transit.

G. Active Transportation

IBR Program Commitments:

36. Undertake additional design to include robust active transportation facilities on the bridge, approaches and throughout the program area; meet or exceed standards; meet the active transportation demand considering tolls and other transportation demand measures.
37. Provide good active transportation connections to HCT stations including infill of missing sections.
38. Retain and enhance multimodal transportation especially in the vicinity of highway overcrossings.

City of Vancouver Conditions of Approval:

39. Active transportation facilities shall be designed to facilitate a comfortable, low stress experience during all seasons and in all types of weather, prioritize safety of vulnerable users and ensure safe and convenient access from the local network to new facilities.
40. Active transportation facilities shall be designed to minimize users' exposure to roadway pollutants such as particulate matter and hazardous chemical compounds.

H. Interchanges and Roadway Design

City of Vancouver Conditions of Approval:

41. More detailed design of interchanges in Vancouver is required to fully evaluate potential community impact, urban development potential, and enhanced access for all users.
42. Interchanges and roadways must be designed with a goal to not impact any properties outside of WSDOT ROW.

I. Freight

IBR Program Commitments:

43. Confirm the configurations of the Marine Drive/Hayden Island and Mill Plain interchanges allow for unimpeded, safe and efficient movement of freight and workforce traffic and complement current and future operations at the region's Port's Marine Terminals and key industrial districts.
44. Ensure the auxiliary lane design and configuration on the bridge allows for safe and efficient movement of freight and general-purpose traffic. Develop the design of the bridge to consider adequate shoulder width and grade to allow for high, wide and heavy and general industrial freight and containers.

City of Vancouver Conditions of Approval:

45. Preserve and enhance freight access in a manner that is safe, efficient, and does not negatively impact community design or character.

J. **Transportation Demand Management (TDM) and Tolling**

IBR Program Commitments:

46. Develop a comprehensive TDM program that includes variable-rate tolling.
47. Use TDM to help manage peak period auto demand.
48. Implement tolling on I-5 as soon as legally and practically permissible.
49. Develop a plan to educate the public about tolls.
50. Evaluate and seek authorization for pre-completion tolling of the existing bridge under Title 23 Section 129 while the replacement bridge is under construction.

City of Vancouver Conditions of Approval:

51. The Program shall further refine scenarios with variable rate tolls on the existing I-5 Bridge.
52. Demand management strategies shall be developed with the goals to manage auto demand and congestion during peak traffic periods, support downtown Vancouver's circulation goals, reduce greenhouse gas emissions, and must include the use of variable rate tolling.
53. Freeway access streets should receive additional traffic management as warranted and agreed to by the City.

K. Urban Design

City of Vancouver Conditions of Approval:

54. The bridge river crossing shall be an iconic design, connect the historical and interpretive artifacts and landscape elements, and not harm the landscape or existing archeological or cultural resources.
55. Recreational and open space design shall be determined in collaboration with Program partners and the community.
56. The bridge design shall improve the existing user experience in downtown Vancouver, accounting for the health, safety and welfare of the general public. In circumstances where nuisances are reasonably expected from the project design, impacts will be mitigated to the maximum extent practicable.
57. Community connections shall be designed to connect the historical and cultural landscape elements. These include but are not limited to a lid over I-5 connecting Downtown to the Historic Reserve, extension of Main Street, and redevelopment or re-use of land unencumbered by physical structure for the bridge itself or supporting water treatment facilities (5th Street to north bank of the Columbia River).

L. Community Enhancement, Impact Avoidance, and Mitigation

IBR Program Commitments:

58. (General) Right size and develop a transportation program that is responsive to community needs, environmentally responsible, resilient to future climate and social changes, and satisfies the Purpose and Need.

59. (HIA) Work with Multnomah County and other interested agencies to develop a Health Impact Assessment to evaluate the potential impacts and benefits to human health from the program.
60. (NEPA) Prepare a Supplemental Environmental Impact Statement (SEIS) pursuant to the National Environmental Policy Act (NEPA) that assesses potential impacts to the built and natural environments including as assessment of climate change and greenhouse gas emissions; the SEIS will include mitigation measures to avoid or reduce potential impacts as feasible. The SDEIS will include opportunity for public input and comment during a public review period and at public hearing(s).
61. Prepare a sustainability plan.

City of Vancouver Conditions of Approval:

62. The IBR Program shall provide the highest model of environmentally and socially friendly design and construction for a bridge of its proposed size and scale. Temporary screening of construction and staging areas will be aesthetically appealing and help tell the story of the bridge and community.
63. The Program must respect properties outside of WSDOT ROW and have a goal to avoid both short- and long-term impacts to those properties during and after construction. If impacts are unavoidable they must be mitigated to the full extent practicable and as required by prevailing federal, state or local laws and ordinances.
64. The Program must identify proposed mitigation for any potential adverse human or natural health impacts.
65. The City of Vancouver must be included in any Health Impact Assessment (HIA) work included as part of the Program.

M. Construction and Contracting

IBR Program Commitments:

66. Develop a construction management approach that includes appropriate requirements to reduce GHGs and carbon footprint during construction.
67. Set targets to achieve DBE utilization and employ innovative strategies to achieving workforce diversity goals.

City of Vancouver Conditions of Approval

68. The Program shall implement a robust workforce training and apprenticeship program that provides opportunities to Vancouver and Clark County residents.
69. The Program shall minimize and mitigate disruptions to residents, businesses, roadway users and the built environment resulting from construction and staging activities, including maintaining multimodal access and circulation.

N. Financing Plan

IBR Program Commitments:

70. Develop a financial plan including capital sources and uses of funds for presentation to the program partners and the public that indicates federal, state, and local funding.
71. Prepare a Level 2 toll traffic and revenue study.
72. Prepare an investment grade (Level 3) toll traffic and revenue study.

CITY OF VANCOUVER RESOLUTION ___
EXHIBIT 2

Interstate Bridge Replacement Program Commitments and City of Vancouver Conditions of Approval for a Modified Locally Preferred Alternative

July 11, 2022

Overview

Endorsement of a Locally Preferred Alternative is one step of many that enables a program to proceed with further analysis of a reduced range of alternatives. The Interstate Bridge Replacement (IBR) Program, in collaboration with Program partners, have identified a set of "Commitments" that describe further actions to be accomplished as part of refining alternatives identified in the Program Modified Locally Preferred Alternative (MLPA) and in preparation for a Supplemental Environmental Impact Statement (SEIS). The City of Vancouver has identified additional action items, "Conditions of Approval" (COAs), that are not captured in the Program Commitments in a manner that specifically or thoroughly enough addresses desired outcomes as defined by the City.

The following are ~~proposed~~ IBR Program Commitments and City of Vancouver COAs:

A. Process

IBR Program Commitment:

1. The IBR program will develop a workplan to address partner requests and conditions of approval. The workplan will address any conflicts that arise between partner agencies independent conditions of approval and will provide a timeline for responding to partner agency requests.

B. Community and Stakeholder Engagement

IBR Program Commitments:

2. Authentically engage with the program's advisory groups in all major program decisions, timelines, and milestones.
3. Commit to partner engagement to help shape a communications strategy and execution, environmental process, and the development of the program design.
4. Commit to a robust community engagement program to solicit and obtain public input for all stages of the program including establishing public priorities for design and evaluation of impacts to the built and natural environment, and input on design options.
5. Develop a Community Benefits Program.

City of Vancouver Condition of Approval:

6. Engagement must be accessible and open to a wide variety of stakeholders and all community members.

C. Climate

IBR Program Commitments:

7. Provide a high level of sustainable design and construction practices including a stormwater strategy and minimal impact on fish, wildlife, and watershed health.
8. Prepare an in-depth Greenhouse Gas (GHG) analysis including climate change, air quality, carbon emissions and Vehicle Miles Traveled (VMT).

City of Vancouver Conditions of Approval:

9. In collaboration with Program partners define a GHG reduction goal that is Program-specific and supports state, regional, and local GHG emission reduction goals, including the City's goal of carbon neutrality by 2040.
10. The GHG analysis committed to by the IBR Program shall include data related to changes in travel behavior (modal splits and induced demand), modeled vehicle miles traveled at years 2030, 2040,

and 2050, and assumptions regarding tolling consistent with Oregon and Washington State Departments of Transportation toll programs.

11. Collaborate with Partners to define mitigation strategies for urban heat island effects and air pollutants associated with the infrastructure and vehicular traffic of the Program.
12. Prepare and present a plan that shows how Program-related GHG will be monitored and reported during and after construction, and how it will be mitigated plus funding options for mitigations. There shall be regular updates on progress, including annual reporting on the status of the GHG target and mitigation efforts to offset emissions.

D. Equity

IBR Program Commitments:

13. Prepare an Equity Report that assesses the impact of tolls on low-income people, including toll avoidance and limited access to technology for payment of tolls; the impact of the project on low-income and minority populations in regard to affordable housing and employment; and the impact of the project on populations at or below the poverty level. It entails an examination of access to jobs and services, physical accessibility, potential negative impacts related to construction and/or property acquisition, and other elements in alignment with our equity objectives.
14. Implement an accountability tracking tool that will include regular staff reports to the program and the Equity Advisory Group regarding how the Equity Framework (and equity more broadly) has shaped decisions and activities.
15. Prioritize access, influence, and decision-making power for marginalized and underserved communities throughout the program in establishing objectives, design, implementation and evaluation of success.

City of Vancouver Conditions of Approval:

16. The IBR Program shall assess the impacts of the Program on Black, Indigenous and People of Color (BIPOC) communities, low- and moderate-income residents, renters, people with disabilities and mobility challenges, and other equity-priority populations in the region using partner agreed-upon methodologies and data. This analysis should include an assessment of the distribution of program impacts and benefits (as defined by the Program Equity and Mobility Advisory Committee- #18 below), potential outcomes, and mitigations for equity priority communities at 2030, 2040 and 2050.
17. Evaluate equitable outcomes using performance measures developed by the IBRP Equity Advisory Group to measure benefits and impacts to equity priority communities (including BIPOC).
18. Prioritize historically marginalized and underserved communities within the Program area to establish objectives, design, implement and evaluation of success of the project.

E. Bridge Replacement

IBR Program Commitments ("Design"):

19. Employ high quality architectural design for the North Portland Harbor Bridge and Columbia River main span.
20. Design a bridge that is aesthetically pleasing, cost efficient, and sustainable.
21. Design and construct the program following principles of sustainability, cost efficiency, context sensitivity, and avoidance and minimization of impacts.

City of Vancouver Conditions of Approval:

22. Further analysis is needed to determine ~~the "appropriately sized" bridge and all multimodal components~~design of a bridge that meets the defined Program Purpose and Need.
23. Confirm the constraints on bridge design related to navigation and airspace.
24. The bridge shall have the highest quality architecture for the project allowable by engineering limitations and within reasonable cost to produce a signature design.

25. The bridge cannot negatively impact City of Vancouver's ability to convert Washington Street to a two-way street or any other future changes to the local road network and related facilities as defined by the City through the design phase of the IBR Program.

F. Transit

IBR Program Commitments:

26. Develop the high-capacity transit terminus, station placement, alignment and design to allow for future extensions and connections.
27. Develop options and define impacts and costs for the high-capacity transit alignment accounting for development opportunities, safety and efficiency, traffic movement, construction costs and impacts.
28. Conduct further analysis on the size and design of park and rides accounting for ridership and cost-effectiveness, impacts on the street network and integration with the surrounding land uses; document in the Supplemental Final Environmental Impact Statement (SFEIS).
29. Develop stations, furnishings, roadwork and sidewalk elements in character appropriate to Vancouver and Hayden Island.
30. Refine station locations accounting for safety, compatibility with surrounding uses, cost-effectiveness and efficiency of operations.
31. Develop a plan for Transit Operations & Maintenance funding sources.
32. Optimize the HCT option selected to maximize ridership potential and improve the transit network to meet the region's needs today and into the future; and that fits within the operating plans of the two partner transit agencies: C-TRAN and TriMet.

City of Vancouver Conditions of Approval:

33. Safety and Security is a primary objective of the transit system and specific improvements, strategies and measures should be deployed to ensure maximum security and safety for transit patrons and the adjacent community.
34. All park and ride location(s) within the City of Vancouver will be determined in partnership with the City of Vancouver and C-TRAN, be designed to integrate with the community character and landscape, and not negatively impact multimodal access, safety, and circulation.
35. Ensure that design of the transit guideway allows for access and use by buses and emergency vehicles in addition to light rail transit.

G. Active Transportation

IBR Program Commitments:

36. Undertake additional design to include robust active transportation facilities on the bridge, approaches and throughout the program area; meet or exceed standards; meet the active transportation demand considering tolls and other transportation demand measures.
37. Provide good active transportation connections to HCT stations including infill of missing sections.
38. Retain and enhance multimodal transportation especially in the vicinity of highway overcrossings.

City of Vancouver Conditions of Approval:

39. Active transportation facilities shall be designed to facilitate a comfortable, low stress experience during all seasons and in all types of weather, prioritize safety of vulnerable users and ~~-~~ ensure safe and convenient access from the local network to new facilities.
40. Active transportation facilities shall be designed to minimize users' exposure to roadway pollutants such as particulate matter and hazardous chemical compounds.

H. Interchanges and Roadway Design

City of Vancouver Conditions of Approval:

41. More detailed design of interchanges in Vancouver is required to fully evaluate potential community impact, urban development potential, and enhanced access for all users.

42. Interchanges and roadways must be designed with a goal to not impact any properties outside of WSDOT ROW.

I. Freight

IBR Program Commitments:

43. Confirm the configurations of the Marine Drive/Hayden Island and Mill Plain interchanges allow for unimpeded, safe and efficient movement of freight and workforce traffic and complement current and future operations at the region's Port's Marine Terminals and key industrial districts.
44. Ensure the auxiliary lane design and configuration on the bridge allows for safe and efficient movement of freight and general purpose traffic. Develop the design of the bridge to consider adequate shoulder width and grade to allow for high, wide and heavy and general industrial freight and containers.

City of Vancouver Conditions of Approval:

45. Preserve and enhance freight access in a manner that is safe, efficient, and does not negatively impact community design or character.

J. Transportation Demand Management (TDM) and Tolling

IBR Program Commitments:

46. Develop a comprehensive TDM program that includes variable-rate tolling.
47. Use TDM to help manage peak period auto demand.
48. Implement tolling on I-5 as soon as legally and practically permissible.
49. Develop a plan to educate the public about tolls.
50. Evaluate and seek authorization for pre-completion tolling of the existing bridge under Title 23 Section 129 while the replacement bridge is under construction.

City of Vancouver Conditions of Approval:

51. The Program shall further refine scenarios with variable rate tolls on the existing I-5 Bridge.
52. Demand management strategies shall be developed with the goals to manage auto demand and congestion during peak traffic periods, support downtown Vancouver's circulation goals, reduce greenhouse gas emissions, and must include the use of variable rate tolling.
53. Freeway access streets should receive additional traffic management as warranted and agreed to by the City.

K. Urban Design

City of Vancouver Conditions of Approval:

54. The bridge river crossing shall be an iconic design, connect the historical and interpretive artifacts and landscape elements, and not harm the landscape or existing archeological or cultural resources.
55. Recreational and open space design shall be determined in collaboration with Program partners and the community.
56. The bridge design shall ~~not significantly deteriorate or impact~~improve the existing user experience in downtown Vancouver, ~~or degrade the~~accounting for the health, safety and welfare of the general public. In circumstances where nuisances are reasonably expected from the project design, impacts will be mitigated to the maximum extent practicable.
57. Community connections shall be designed to connect the historical and cultural landscape elements. These include but are not limited to a lid over I-5 connecting Downtown to the Historic Reserve, extension of Main Street, and redevelopment or re-use of land unencumbered by physical structure for the bridge itself or supporting water treatment facilities (5th Street to north bank of the Columbia River).

L. Community Enhancement, Impact Avoidance, and Mitigation

IBR Program Commitments:

CITY OF VANCOUVER RESOLUTION ___
EXHIBIT 2

58. (General) Right size and develop a transportation program that is responsive to community needs, environmentally responsible, resilient to future climate and social changes, and satisfies the Purpose and Need.
59. (HIA) Work with Multnomah County and other interested agencies to develop a Health Impact Assessment to evaluate the potential impacts and benefits to human health from the program.
60. (NEPA) Prepare a Supplemental Environmental Impact Statement (SEIS) pursuant to the National Environmental Policy Act (NEPA) that assesses potential impacts to the built and natural environments including as assessment of climate change and greenhouse gas emissions; the SEIS will include mitigation measures to avoid or reduce potential impacts as feasible. The SDEIS will include opportunity for public input and comment during a public review period and at public hearing(s).
61. Prepare a sustainability plan.

City of Vancouver Conditions of Approval:

62. The IBR Program shall provide the highest model of environmentally and socially friendly design and construction for a bridge of its proposed size and scale. Temporary screening of construction and staging areas will be aesthetically appealing and help tell the story of the bridge and community. ~~.~~
63. The Program must respect properties outside of WSDOT ROW and have a goal to avoid both short- and long-term impacts~~-~~ to those properties during and after construction. If impacts are unavoidable they must be mitigated to the full extent practicable and as required by prevailing federal, state or local laws and ordinances.
64. The Program must identify proposed mitigation for any potential adverse human or natural health impacts.
65. The City of Vancouver must be included in any Health Impact Assessment (HIA) work included as part of the Program.

M. Construction and Contracting

IBR Program Commitments:

66. Develop a construction management approach that includes appropriate requirements to reduce GHGs and carbon footprint during construction.
67. Set targets to achieve DBE utilization and employ innovative strategies to achieving workforce diversity goals.

City of Vancouver Conditions of Approval

68. The Program shall implement a robust workforce training and apprenticeship program that provides opportunities to Vancouver and Clark County residents.
69. The Program shall minimize and mitigate disruptions to residents, businesses, roadway users and the built environment resulting from construction and staging activities, including maintaining multimodal access and circulation.

N. Financing Plan

IBR Program Commitments:

70. Develop a financial plan including capital sources and uses of funds for presentation to the program partners and the public that indicates federal, state, and local funding.
71. Prepare a Level 2 toll traffic and revenue study.
72. Prepare an investment grade (Level 3) toll traffic and revenue study.

~~IBR Program construction, operation and maintenance costs should be divided between Washington and Oregon according to the proportion of the Program elements within each state.~~

Commented [KK1]: Delete - this level of determination is premature for the MLPA phase. Cost responsibilities will be discussed through SEIS.

Staff Report: 090-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/11/2022
7/18/2022

SUBJECT Amendments to VMC 8.22 - Camping

Key Points

- Staff is proposing amendments to VMC 8.22 to address additional impacts of homelessness.
- One proposed amendment changes the chapter name of VMC 8.22 from "Camping" to "Outside Habitation and Camping" to better reflect that the behaviors covered by the chapter are primarily associated with individuals experiencing homelessness and their attempts to shelter themselves from the elements.
- Another proposed amendment designates additional areas as Camping and Outside Habitation Impact Areas, with the same limitations on camping that already exist in the established Camping and Outside Habitation Areas, with the purpose of protecting all Vancouver residents from the danger posed by wildland fire.

Strategic Plan Alignment

Goal 2: Provide effective, innovative, and well-resourced police, fire, and emergency medical services

Objective 3.2: Improve services available to underserved or vulnerable residents

Goal 4: Ensure that Vancouver's parks and trails system is the highest quality and most complete in the region

Present Situation

In September 2021, Council approved amendments to VMC 8.22 to support the establishment of the Safe Stay Communities by further specifying times during which it is unlawful to camp or occupy camping facilities in publicly owned places. At the time Council was told that their action preserved the broadest range of policy options for the Council's future consideration relative to public camping. At this time, staff are suggesting additional amendments to Chapter 8.22 to further address the broader impacts of homelessness.

One issue of great concern to both individuals experiencing homelessness and the greater Vancouver community is the danger posed by fire. The Vancouver Fire Department has observed a substantial increase in the amount of outside fire ignitions over the last several years, an increase of almost 600% since 2016. The Burnt Bridge Creek drainage is particularly vulnerable to a dangerous wildfire event. The area would fit the parameters of what is commonly understood as the wildland urban interface. Heavy vegetation, limited access, and limited water supply with residences in proximity, all contributes to a potentially serious wildfire condition that could endanger life and property. The steep slopes coupled with the usual afternoon onshore winds, has the potential to allow an uncontrolled wildfire to not only threaten the lives of anyone recreating or residing in the canyon, but could also damage or destroy homes adjacent to the Burnt Bridge Creek trail system. Figures 8.22-1 and 8.22-2 of the Ordinance are maps showing the proposed additional Camping and Outside Habitation Impact Areas.

These new additions would have the same limitations that already exist in the established Camping and Outside Habitation Impact Areas.

Advantage(s)

1. Protects public and private property from danger of wildland fire
2. Protects unhoused community from danger of wildland fire

Disadvantage(s)

Further limitation of where individuals experiencing homelessness can be within the City of Vancouver.

Budget Impact

None

Prior Council Review

Council was sent a memo as part of the June 6th Council packet explaining these proposed amendments, the rationale behind them, and the role of HART in reducing the risk of fire by engaging with individuals experiencing homelessness throughout the City, including within the Burnt Bridge Creek drainage, monitoring unsanctioned encampments for health and safety issues, and removal of encampments located within designated Fire Impact Areas.

Action Requested

On July 11, 2022, approve ordinance on first reading, setting date of second reading and public hearing for July 18, 2022.

Aaron Lande, Program and Policy Development Manager, 360-487-8612

ATTACHMENTS:

- Ordinance

7-11-2022
7-18-2022

ORDINANCE NO. M- ________

AN ORDINANCE of the City of Vancouver, Washington renaming Chapter 8.22 of the Vancouver Municipal Code, protecting certain areas that are particularly vulnerable to a dangerous wildfire event by prohibiting camping and outside habitation in those areas; amending VMC 8.22.010 “Findings”, VMC 8.22.020 “Purpose”, VMC 8.22.030 “Definitions”, VMC 8.22.040 “Unlawful Camping”, VMC 8.22.050 “Unlawful Storage of Personal Property in Public Places”, VMC 8.22.070 “Permit”; providing for severability; and providing for an immediate effective date.

WHERAS, homelessness is a serious problem in Clark County and the number of people experiencing homelessness and engaging in outside habitation is increasing; and

WHEREAS, although Chapter 8.22 VMC is titled “Camping,” the activities covered by Chapter 8.22 VMC are not exclusively activities related to “camping”, which connotes a voluntary recreational activity, and are instead often associated with individuals experiencing homelessness and their attempts to shelter themselves from the elements; and

WHEREAS, “Supportive Campsites,” as authorized under VMC 8.22.040 and VMC 8.22.070, are more properly called “Safe Stay Communities”, since the term “campsites” suggests a recreational purpose rather than a place of habitation; and

WHEREAS, both community members who are experiencing homelessness and housed individuals are at increased risk of fire hazards when camping and outside habitation occurs in areas that are vulnerable to dangerous wildfires; and

WHEREAS, the Vancouver Fire Department has observed an almost 600% increase since 2016 in the amount of outside fire ignitions; and

WHEREAS, the Burnt Bridge Creek drainage area, which is a wildland urban interface, is particularly vulnerable to a dangerous wildfire event since the area is heavily vegetatated, has limited access and limited water supply, and there are residential homes in close proximity; and

WHEREAS, the steep slopes that exist along the Burnt Bride Creek, coupled with the usual afternoon onshore winds, has the potential to allow an uncontrolled wildfire to not only threaten the lives of anyone recreating or residing outside in the canyon, but could also damage or destroy homes adjacent to the Burnt Bridge Creek trail system; and

WHEREAS, there is an immediate need to protect the public from the heightened risk of fires caused by outside ignitions since it is currently wildfire season in the Pacific Northwest, when the City is at the highest risk of dangerous wildfires; and

WHEREAS, 24-hour daily bans on outside habitation in certain public spaces are only permissible if adequate shelter is available free of charge, or adequate public space remains unrestricted from outside habitation (*Martin v. Boise*, 920 F.3d 584); and

WHEREAS, following an opportunity for public testimony, it is apparent that expanding the areas in which camping and outside habitation is prohibited 24 hours daily to include areas that are particularly vulnerable to a dangerous wildfire event will increase public health and safety, benefiting both individuals experiencing homelessness and the greater Vancouver community.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. The title of Chapter 8.22 of the Vancouver Municipal Code, as last amended by Ordinance M-3323 on 10/06/1997, is hereby amended to read as follows:

Chapter 8.22

CAMPING <u>AND OUTSIDE HABITATION</u>

Section 2. The Vancouver City Council hereby adopts the factual record supplied within Staff Report SR _______ as findings in support of this Ordinance and Section 8.22.010 of the Vancouver Municipal Code entitled "Findings," as last amended by Ordinance M-4348 on 9/20/2021, is hereby amended to read as follows:

Section 8.22.010 Findings

It is the purpose of this chapter to address:

A. *Adverse Public Impacts of Camping and Outside Habitation*. People camping and habitating outside on public property and on public right-of-way create a public health and safety hazard due to the lack of proper food storage, cooking, electrical and/or sanitary facilities. People without proper sanitary facilities have openly urinated, defecated, and littered on private and public property and on the public right-of-way. Use of public property for purposes of camping, outside habitation, ~~purposes~~ or storage of personal property interferes with the rights of others to use the areas for the purposes for which they were intended and creates public health and safety dangers to the city's sensitive ecological areas, including the city's water sources, through illegal dumping and improper disposal of human waste. People cooking with open flames while camping or habitating outside endanger the lives and property of those nearby through uncontrolled fire. There is an increased risk of a dangerous wildfire event in certain areas along the Burnt Bridge Creek, due to the existence of one or more of the following characteristics: steep slopes, typical afternoon onshore winds, heavy vegetation, limited vehicle access, limited water supply, and the presence of nearby residences.

B. *Adverse Impacts of Camping and Outside Habitation on the Poor and Infirm*. Many individuals who ~~camp or~~ habitate outside on public property do so, not by choice, but due to a lack of financial means to afford adequate shelter. These individuals are also adversely mentally and physically impacted by being unsheltered ~~camping~~. Single females who habitate outside ~~camp occupants~~

experience a disproportionately high incidence of violent crime as compared to other people. Families with children who habitate outside ~~camp~~ as a result of a lack adequate shelter are also disproportionately adversely impacted through risk of physical danger and impediments to childhood education.

C. *Constitutional Limitations on Available Remedies*. The Eighth Amendment to the United States Constitution prohibits "cruel and unusual punishment"; the Ninth Circuit Court of Appeals has interpreted this prohibition to forbid cities from criminalizing camping and outside habitation in all places, at all times, by those who lack the financial means to pay for adequate shelter unless adequate shelter is available to such person free of charge.

D. *Safe Stay Communities ~~Supportive Campsites~~*. The establishment of Safe Stay Communities ~~Supportive Campsites~~ creates a means of connecting individuals to services that reduce barriers to obtaining shelter and housing while providing options for lawful camping which are incidental to the receipt of such services.

E. *Need for Specific Population Safe Stay Communities ~~Themed Supportive Campsites~~*. The City has an important government interest in protecting the physical safety and emotional well-being of residents of Safe Stay Communities~~campsites~~ occupied by single occupant females, and families with children. The establishment of Specific Population Safe Stay Communities ~~Themed Supportive Campsites~~ as defined herein reserved for members of these groups serves that important government interest and is substantially related to accomplishing those objectives.

Section 3. Section 8.22.020 of the Vancouver Municipal Code entitled "Purpose" as last amended by Ordinance M-4348 on 9/20/2021 is hereby amended to read as follows:

Section 8.22.020 Purpose.

It is the purpose of this chapter to:

A. Prevent harm to the health and safety of individuals who ~~camp~~ habitate outside due to a lack of financial means to afford adequate shelter by establishing Safe Stay Communities ~~supportive campsites~~ where adequate shelter is provided to the poor or infirm at no cost.

B. Prevent harm to the health and safety of the public and to promote the public health, safety and general welfare by prohibiting camping within all C~~c~~amping and Outside Habitation I~~i~~mpact A~~a~~reas at all times, except as allowed within a Safe Stay Community ~~supportive campsite~~.

C. Prevent harm to the health or safety of the public and to promote the public health, safety and general welfare by making public streets and other areas readily accessible to the public and to prevent use of public property for camping and outside habitation purposes or storage of personal property which interferes with the rights of others to use the areas for which they were intended.

Section 4. Section 8.22.030 of the Vancouver Municipal Code entitled "Definitions" as last amended by Ordinance M-4348 on 9/20/2021 is hereby amended to read as follows:

Section 8.22.030 Definitions.

The following definitions are applicable in this chapter unless the context otherwise requires:

"Camp" or "camping" means to pitch, create, use, or occupy camp and outside habitation facilities for recreational ~~the~~ purposes ~~of habitation, as evidenced by the use of camp paraphernalia~~.

"Camp and outside habitation facilities" include, but are not limited to, tents, huts, temporary shelters, or vehicles.

~~"Camp paraphernalia" includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks, or non-city designated cooking facilities and similar equipment.~~

"Camping and Outside Habitation I~~i~~mpact A~~a~~rea" means the areas specified within VMC 8.22.040(B).

"Camp and outside habitation paraphernalia" includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks, or non-city designated cooking facilities and similar equipment.

"Family" means two or more "Family or Household Members" as defined by RCW 26.52.010.

"Outside habitation" means to pitch, create, use, or occupy camp and outside habitation facilities for purposes of shelter for habitation.

"Park" means the same as defined in VMC 15.04.020.

~~"Store" means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.~~

~~"Street" means any highway, lane, road, street, right of way, boulevard, alley, and every way or place in the City of Vancouver that is publicly owned or maintained for public vehicular travel.~~

"Safe Stay Community~~Supportive campsite~~" means a camp and outside habitation facility for which a permit has been sought and obtained from the Vancouver city manager, or their designee, pursuant to VMC 8.22.070(B), and/or a city-sponsored Safe Stay Community~~supportive campsite~~ established under VMC 8.22.070(F).

"Safe Stay Community~~supportive campsite~~ O~~o~~perator" means a person, firm, corporation, or municipal corporation with a valid ~~Supportive Campsite~~ Safe Stay Community operator permit issued pursuant to VMC 8.22.070 or, in the case of a city-sponsored Safe Stay Community~~supportive campsite~~, an approved Safe Stay Community~~Camp~~ facility operator as designated by the city manager or their designee.

"Specific Population Safe Stay Community~~Themed Supportive Campsite~~" means a Safe Stay Community~~supportive campsite~~ with spaces reserved for either (A) a single occupant identifying as female; or (B) a Family with one or more children under eighteen years of age at the time of admission to the Safe Stay Community~~supportive campsite~~.

"Store" means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

"Street" means any highway, lane, road, street, right of way, boulevard, alley, and every way or place in the City of Vancouver that is publicly owned or maintained for public vehicular travel.

"Vehicle" means the same as defined in RCW 46.04.670, as adopted by Ordinance M-3276.

Section 5. Section 8.22.040 of the Vancouver Municipal Code entitled "Unlawful Camping" as last amended by Ordinance M-4348 on 9/20/2021 is hereby amended to read as follows:

Section 8.22.040 Unlawful ~~c~~Camping and Outside Habitation.

A. *Safe Stay Communities*~~*Supportive Campsites*~~. ~~Camping~~ Outside habitation shall be allowed at all times within Safe Stay Communities~~supportive campsites~~ by those residing therein. Residence in a ~~Supportive Campsite~~ Safe Stay Community shall be at the approval of the Safe Stay Community ~~supportive campsite~~ O~~o~~perator.

B. *Camping and Outside Habitation Impact Areas*. Except to the extent expressly allowed pursuant to Section A, it shall be unlawful to camp or habitate outside at any time within a C~~c~~amping and Outside Habitation I~~i~~mpact A~~a~~rea. The following locations are C~~c~~amping and Outside Habitation I~~i~~mpact A~~a~~reas:

1. Within one thousand (1,000) feet of the nearest point of any Safe Stay Community~~supportive campsite~~;

2. Upon any land used to operate a public water station, wastewater or stormwater facility;

3. Within two hundred (200) feet of the nearest edge of the Columbia River, Vancouver Lake, Burton Channel, Peterson Channel, Fisher's Creek, or Burnt Bridge Creek;

4. Upon the following land:

(a) all of the Burnt Bridge Creek drainage area from Vancouver Lake to East Fourth Plain Boulevard, as depicted in Figure 8.22-1; and

(b) portions of the southern slope of the Burnt Bridge Creek drainage area, from the ridgeline north to the paved trail of the Burnt Bridge Creek drainage, between East Fourth Plain Boulevard and NE Burton Road, as depicted in Figure 8.22-2.

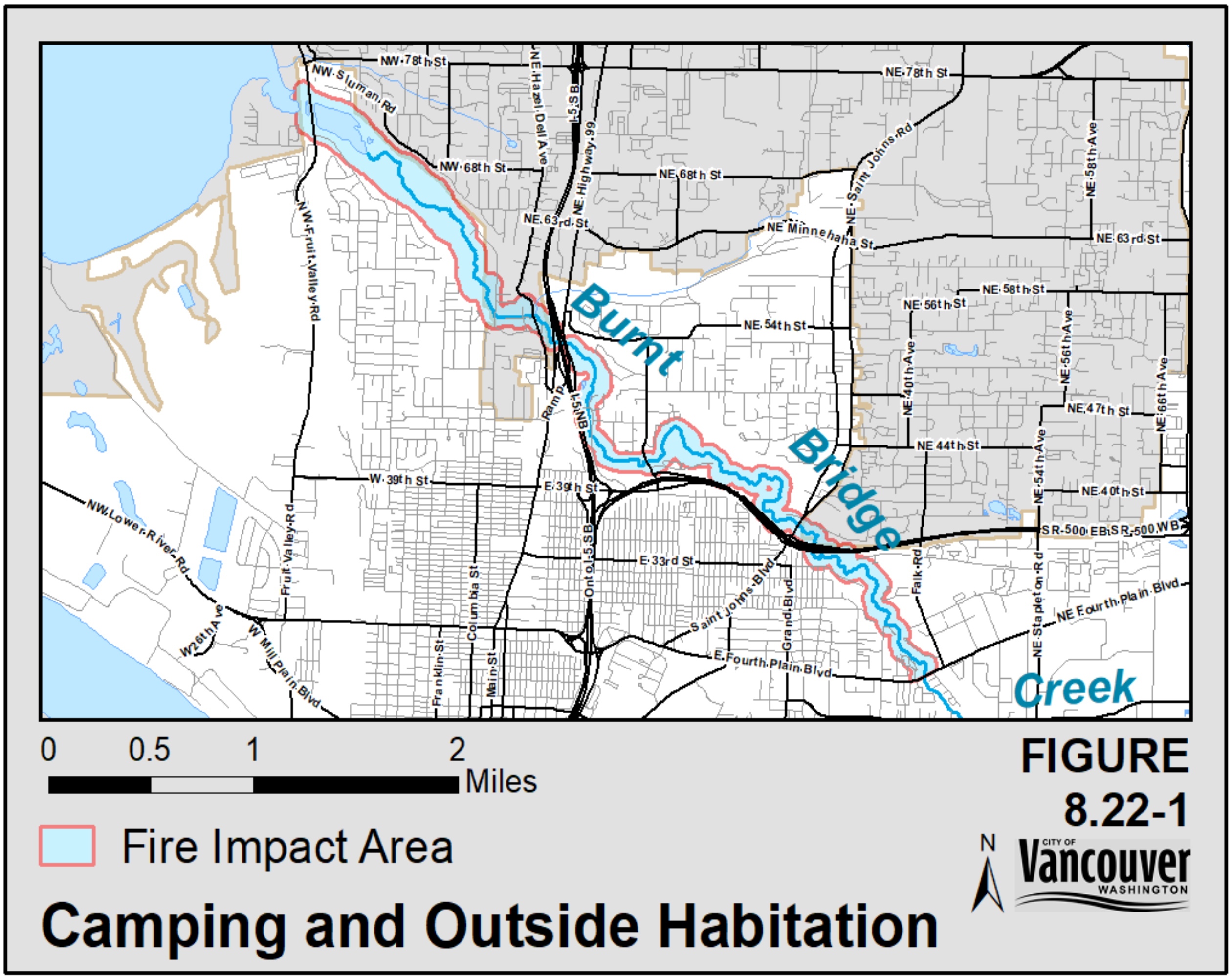


FIGURE 8.22-1

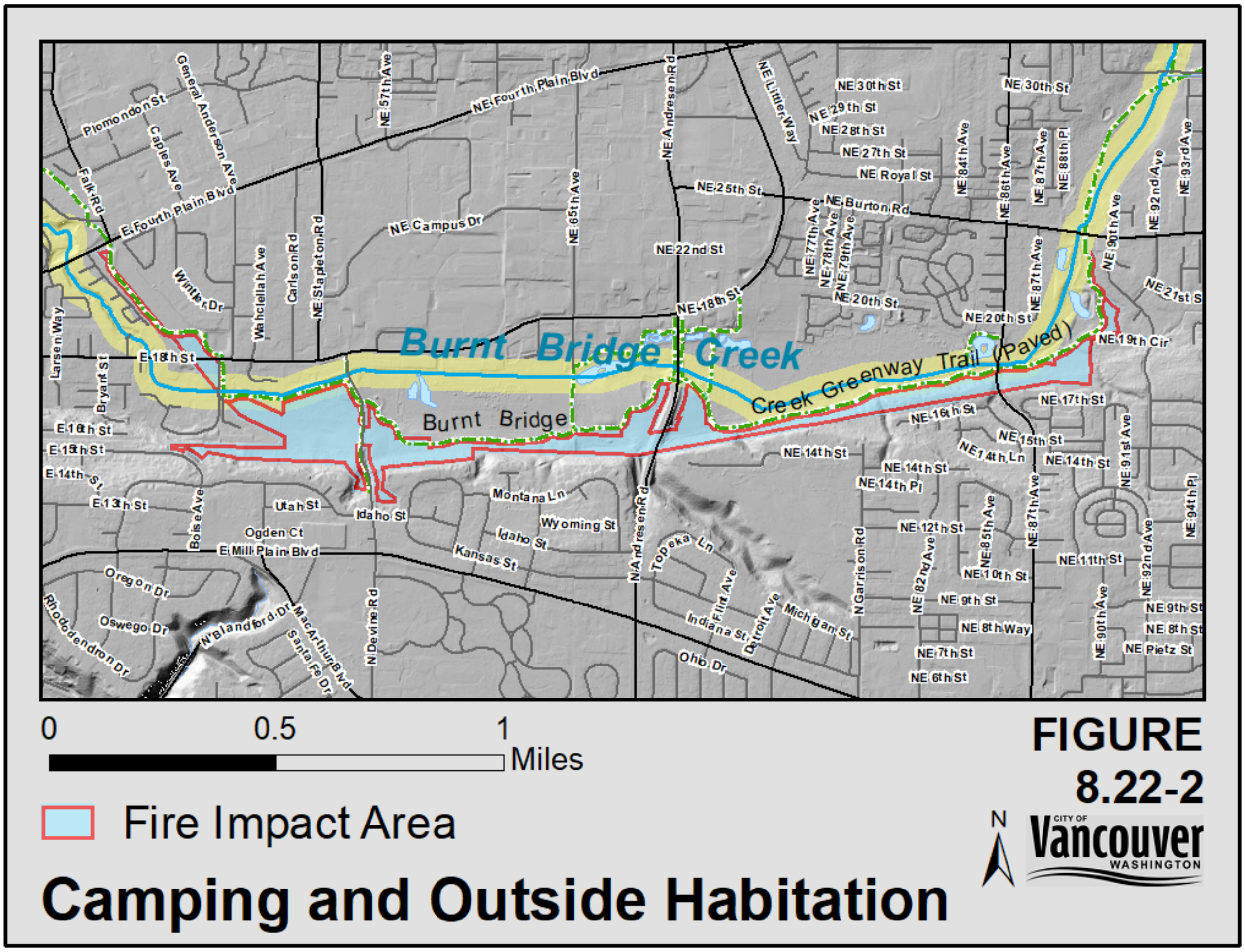


FIGURE 8.22-2

Camping and Outside Habitation

C. *Daytime Camping <u>and Outside Habitation</u> Prohibited*. Except as otherwise provided within this chapter, during the hours of 6:30 a.m. to 9:30 p.m., it shall be unlawful for any person to camp, occupy camp <u>and outside habitation</u> facilities for purposes of habitation, or use camp <u>and outside habitation</u> paraphernalia in the following areas~~, except as otherwise provided by ordinance or as permitted pursuant to Section 8.22.070 of this ordinance~~:

1. Any park;

2. Any street; or

3. Any publicly owned or maintained parking lot or other publicly owned or maintained area, improved or unimproved.

D. *Daytime Camping and Habitation in Vehicles Prohibited*. Except as otherwise provided within this chapter, during the hours of 6:30 a.m. to 9:30 p.m., it shall be unlawful for any person to occupy a vehicle for the purpose of camping or habitating while that vehicle is parked in the following areas~~, except as otherwise provided by ordinance or as permitted pursuant to Section 8.22.070 of this ordinance~~:

1. Any park;
2. Any street; or
3. Any publicly owned or maintained parking lot or other publicly owned or maintained area, improved or unimproved.

Section 6. Section 8.22.050 of the Vancouver Municipal Code entitled "Unlawful storage of personal property in public places" as last amended by M-4348 on 9/20/2021 is hereby amended to read as follows:

Section 8.22.050 Unlawful storage of personal property in public places.

Except as otherwise provided within this chapter, during the hours of 6:30 a.m. to 9:30 p.m., it shall be unlawful for any person to store personal property, including camp and outside habitation facilities (other than vehicles) and camp and outside habitation paraphernalia, in the following areas~~, except as otherwise provided by ordinance or as permitted pursuant to Section 8.22.070 of this ordinance~~:

1. Any park;

2. Any street; or

3. Any publicly owned or maintained parking lot or publicly owned or maintained area, improved or unimproved.

Section 7. Section 8.22.070 of the Vancouver Municipal Code entitled "Permit" as last amended by M-4348 on 9/20/2021 is hereby amended to read as follows:

Section 8.22.070 Permit.

A. *Authority of the City Manager*. The City Manager is authorized to:

1. Promulgate procedures and policies necessary for the acceptance of applications, investigation, issuance, denial, and revocation of all camping permits of the types specified in this chapter and the establishment of city-sponsored Safe Stay Communities~~supportive campsites~~;

2. Issue, deny, and revoke outside habitation permits and Safe Stay Community Operator ~~camping~~ permits in furtherance of the purposes of this chapter;

3. Delegate any or all functions under this chapter; and

4. Request the assistance of other city departments to investigate, administer, and enforce the provisions of this chapter.

B. *Types of Outside Habitation ~~Camping~~ Permits*. The following types of ~~camping~~ outside habitation permits are established and may be issued by the city manager, or their designee, pursuant to procedures and policies promulgated under this chapter:

1. *Nighttime Employment Outside Habitation ~~Camping~~ Permit*. The city manager, or their designee, is authorized to permit persons who present satisfactory evidence of nighttime employment to camp, occupy camp and outside habitation facilities, use camp and outside habitation paraphernalia, or store personal property in parks, streets, or any publicly owned parking lot or publicly owned area, improved or unimproved, in the city of Vancouver, except within C~~c~~amping and Outside Habitation I~~i~~mpact A~~a~~reas as prohibited by VMC 8.22.040(B).

2. *Safe Stay Community ~~Supportive Campsite~~ Operator Permit*. The city manager, or their designee, is authorized to issue a Safe Stay Community ~~supportive campsite~~ O~~o~~perator P~~p~~ermit to a person, firm, corporation, or municipal corporation upon receipt of satisfactory evidence that the applicant possesses suitable qualifications to operate a Safe Stay Community~~supportive campsite~~ in compliance with the provisions of this chapter. The duration of a Safe Stay Community ~~supportive campsite~~ ~~o~~Operator ~~p~~Permit shall be for an initial period of not more than one year. A ~~supportive campsite~~ Safe Stay Community ~~o~~Operator ~~p~~Permit may be renewed no more than twice by the city manager for a period not to exceed one year each. The request for an extension shall be processed in the same manner as an initial Safe Stay Community~~supportive campsite~~ ~~o~~Operator ~~p~~Permit application.

a. Upon receipt of an application for a Safe Stay Community ~~supportive campsite~~ O~~o~~perator P~~p~~ermit under this chapter, the city manager, or their designee, shall provide notice to all owners and residents of record of property, as shown on the most recent property tax assessment roll, located within 1,200 feet of the proposed supportive campsite and shall send a copy of the application to the city departments of police, parks, public works, community development, and fire. Each of these departments shall inspect the application and each such department shall report to the city manager, or their designee, any problems which the proposed activity is expected to pose for the public. Such reports shall make any necessary recommendations for protecting the public peace, health, safety, life, property, and welfare in the event a permit is, or was, issued.

b. In evaluating whether to grant or deny an application for a Safe Stay Community ~~supportive campsite~~ O~~o~~perator P~~p~~ermit, the City Manager, or their designee, shall evaluate whether the resulting Safe Stay Community ~~Supportive Campsite~~ will be (i) equitably dispersed throughout the City in relation to other existing Safe Stay Communities ~~Supportive Campsites~~, (ii) located where the Safe Stay Community ~~Supportive Campsite~~ will avoid areas of highest economic vulnerability within surrounding residential areas in the City, (iii) afford accessibility in compliance with the Americans with Disabilities Act, (iv) be located within one half mile of public transit, and (v) comply will all requirements of the State Environmental Policy Act.

c. The city manager, or their designee, shall review and approve rules and regulations regarding the admission to, and operation of, all Safe Stay Communities ~~supportive campsites~~.

C. The city manager, or their designee, may approve a permit as provided under this section when, from a consideration of the application, reports from other city departments, and from such other information as may otherwise be obtained, the City Manager, or their designee, finds that:

1. Adequate sanitary facilities are provided and accessible at or near the proposed Safe Stay Community ~~camp~~ site;

2. Adequate trash receptacles and trash collection are provided; and

3. The ~~camping~~outdoor habitation activity will not unreasonably disturb or interfere with the safety, peace, comfort and repose of private property owners.

D. The city manager, or their designee, is authorized to revoke a permit that has been issued if the city manager, or their designee, finds lack of compliance with any requirement of subsection C, above, or evidence that a Safe Stay Community ~~supportive campsite~~ O~~o~~perator has failed or refused to require ~~campsite~~community residents comply with any rule or regulation promulgated under subsection (B)(2)(c), above, or of any ordinance or statute.

E. Any person who is denied a permit, or had their permit revoked, may appeal the denial/revocation to a hearings examiner appointed by the city manager, or their designee. Notice of appeal must be in writing, and filed with the city clerk within seven (7) working days from the date of the denial or revocation.

F. City staff may propose city-sponsored Safe Stay Communities~~supportive campsites~~. Such proposals will be evaluated for approval by the city manager, or their designee, applying the criteria under subsection (B)(2) and (C) of this section and the availability of city resources.

Section 8. 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.

Section 9. Effective Date. This Ordinance is required for the immediate preservation of the public health and safety and shall become effective immediately upon final passage.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this ______ day of July, 2022.

____
Anne McEnerny-Ogle, Mayor

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. ________

AN ORDINANCE of the City of Vancouver, Washington renaming Chapter 8.22 of the Vancouver Municipal Code, protecting certain areas that are particularly vulnerable to a dangerous wildfire event by prohibitng camping and outside habitation in those areas; amending VMC 8.22.010 “Findings”, VMC 8.22.020 “Purpose”, VMC 8.22.030 “Definitions”, VMC 8.22.040 “Unlawful Camping”, VMC 8.22.050 “Unlawful Storage of Personal Property in Public Places”, VMC 8.22.070 “Permit”; providing for severability; and providing for an immediate effective date.

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).

Item #5.

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/11/2022

SUBJECT Appointment to the Clark County Historic Preservation Commission

Present Situation

The Clark County Historic Preservation Commission is a joint city/county commission. Five members are appointed by Clark County Board of Councilors and two members are appointed by Vancouver City Council.

The seven-member citizen advisory body is responsible for:

- reviewing nominations to the National Register of Historic Places
- reviewing nominations and designating properties to the Clark County Heritage Register
- conducting design review for changes to buildings and sites on the local register
- deciding on applications for the Special Valuation Tax Incentive for historic properties
- overseeing education and outreach efforts

Council Committee 2 recently reviewed applications for this commission, and the nomination letter from the sitting commissioners. They recommend accepting the commissioner's nomination by appointing Heidi Mandler-Huff. That appointment would begin immediately and expire June 30, 2023.

Action Requested

Appoint Heidi Mandler-Huff to the Clark County Historic Preservation Commission; term beginning immediately and expiring June 30, 2023.

Council Committee 2

ATTACHMENTS:

VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

$ 14,202,403.31 this 11th day of July 2022.

DocuSigned by:
Anne McEnerny-Ogle
6C00D0000EC5424...
MAYOR

DocuSigned by:
Ty Stober
5EEB715B42704A7...
COUNCILMEMBER

Cyndi A Turner
AUDITING OFFICER

DocuSigned by:
0202D0BA45A04D2...
COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
June 20, 2022 - July 3, 2022	Accounts Payable Checks (see attached)	**$ 10,378,601.96**
June 20, 2022 - July 3, 2022	Hansen City Payments (see attached)	**$ 398,948.38**
June 20, 2022 - July 3, 2022	Visa Refunds (see attached)	**$ 14,897.05**
June 20, 2022 - July 3, 2022	Payroll Checks (see attached)	**$ 3,409,955.92**
TOTAL		**$ 14,202,403.31**

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Manual Wire	No Reference	6/14/2022	11,616.29	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	6/21/2022	3,108.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	6/21/2022	132,544.98	State of Washington Department of Revenue	
Supplier Payment	Manual Wire	No Reference	6/22/2022	78,816.38	Sun Life Assurance Company of Canada	
Supplier Payment	Manual Wire	No Reference	6/22/2022	982.30	VSP Vision Care Inc	
Supplier Payment	Manual Wire	No Reference	6/23/2022	78,974.24	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire	No Reference	6/24/2022	334,041.53	Kaiser Permanente - Remit-To: Kaiser Permanente	
Supplier Payment	Manual Wire	No Reference	6/24/2022	51,082.43	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	6/24/2022	5,645.70	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	6/25/2022	6,297.14	ICMA 401A	
Supplier Payment	Manual Wire	No Reference	6/25/2022	237,983.96	ICMA Corp	
Supplier Payment	Manual Wire	No Reference	6/25/2022	683.00	Oregon SDU	
Supplier Payment	Manual Wire	No Reference	6/25/2022	1,085.92	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire	No Reference	6/25/2022	23,614.94	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	6/25/2022	5,910.02	Washington SDU	
Supplier Payment	Manual Wire	No Reference	6/25/2022	18,600.00	Washington State Firefighters	
Supplier Payment	Manual Wire	No Reference	6/25/2022	18,103.96	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	6/27/2022	115,170.36	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	6/27/2022	1,003,807.51	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	6/27/2022	14,579.90	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	6/28/2022	8,912.14	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	6/28/2022	35,394.31	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	6/28/2022	345,973.14	State of Washington Department of Revenue	
Supplier Payment	Manual Wire	No Reference	6/30/2022	2,262.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	7/1/2022	3,098.51	Internal Revenue Service	
			Manual Wire Total	**2,538,288.66**		
Supplier Payment	EFT	EFT-00150518	6/23/2022	1,011,617.07	Operations Management International Inc	
Supplier Payment	EFT	EFT-00150519	6/23/2022	1,944.67	Cobblestone Homes LLC	
Supplier Payment	EFT	EFT-00150520	6/23/2022	6,060.75	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00150521	6/23/2022	40.73	Ziply Fiber	
Supplier Payment	EFT	EFT-00150522	6/23/2022	2,960.89	Eagle Newspaper Inc	
Supplier Payment	EFT	EFT-00150523	6/23/2022	138,079.32	Advanced Excavating Specialists LLC	
Supplier Payment	EFT	EFT-00150524	6/23/2022	746,682.44	Tapani Inc	
Supplier Payment	EFT	EFT-00150525	6/23/2022	95,081.98	First Forty Feet LLC	
Supplier Payment	EFT	EFT-00150526	6/23/2022	6,750.00	Arbutus Consulting LLC	
Supplier Payment	EFT	EFT-00150527	6/23/2022	57,472.00	Angelo Property Co., LP - Remit-To: Angelo Property Co., LP	
Supplier Payment	EFT	EFT-00150528	6/23/2022	23,473.30	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	EFT	EFT-00150529	6/23/2022	400.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00152252	6/25/2022	23,344.73	IAFF Local #452	
Supplier Payment	EFT	EFT-00152253	6/25/2022	9,937.63	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00152254	6/25/2022	14,271.20	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00152255	6/25/2022	1,368.96	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00152256	6/25/2022	133.22	Legal Shield	
Supplier Payment	EFT	EFT-00152372	6/30/2022	7,174.63	Power Systems West	

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	EFT	EFT-00152373	6/30/2022	7,753.18	Fire Systems West	
Supplier Payment	EFT	EFT-00152374	6/30/2022	23,058.00	Salazar Architect Inc	
Supplier Payment	EFT	EFT-00152375	6/30/2022	21,693.95	Metereaders LLC	
Supplier Payment	EFT	EFT-00152376	6/30/2022	5,000.00	Mead and Hunt Inc	
Supplier Payment	EFT	EFT-00152377	6/30/2022	213,555.05	Operations Management International Inc	
Supplier Payment	EFT	EFT-00152378	6/30/2022	8,674.75	Sequence Graphics LLC	
Supplier Payment	EFT	EFT-00152379	6/30/2022	4,571.46	Eagle Newspaper Inc	
Supplier Payment	EFT	EFT-00152380	6/30/2022	51,745.17	Outsiderinn.org	
Supplier Payment	EFT	EFT-00152381	6/30/2022	2,718.10	Rockford H. Lang	
Supplier Payment	EFT	EFT-00152382	6/30/2022	8,930.00	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00152383	6/30/2022	16,638.25	Atlas Technical Consultants LLC	
Supplier Payment	EFT	EFT-00152384	6/30/2022	996.22	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00152385	6/30/2022	4,106.51	Linguava Interpreters Inc	
Supplier Payment	EFT	EFT-00152386	6/30/2022	3,500.00	Advanced Excavating Specialists LLC	
Supplier Payment	EFT	EFT-00152387	6/30/2022	3,150.00	JCI Jones Chemicals, Inc.	
Supplier Payment	EFT	EFT-00152388	6/30/2022	1,837,395.61	Rotschy Inc	
Supplier Payment	EFT	EFT-00152389	6/30/2022	12,500.00	Vancouver Downtown Association	
Supplier Payment	EFT	EFT-00152390	6/30/2022	1,784.86	RELX Inc. - Remit-To: LexisNexis - Chicago	
Supplier Payment	EFT	EFT-00152391	6/30/2022	2,472.00	Rapid Response Bio Clean Inc.	
Supplier Payment	EFT	EFT-00152392	6/30/2022	609,258.15	Kirby Nagelhout Construction Company	
Supplier Payment	EFT	EFT-00152393	6/30/2022	38,181.97	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00152394	6/30/2022	27,136.00	Opsis Architecture LLP	
Supplier Payment	EFT	EFT-00152395	6/30/2022	109,599.39	First Forty Feet LLC	
Supplier Payment	EFT	EFT-00152396	6/30/2022	221.34	Harrys Key Service Inc	
Supplier Payment	EFT	EFT-00152397	6/30/2022	68,528.58	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00152398	6/30/2022	924.65	Consolidated Supply Co	
Supplier Payment	EFT	EFT-00152399	6/30/2022	1,853.00	Universal Field Services Inc	
Supplier Payment	EFT	EFT-00152400	6/30/2022	3,919.00	ConvergeOne Inc	
Supplier Payment	EFT	EFT-00152401	6/30/2022	2,054.84	Canopy Wellbeing	
Supplier Payment	EFT	EFT-00152402	6/30/2022	27,075.00	Liberty Mutual Group Inc.	
Supplier Payment	EFT	EFT-00152403	6/30/2022	5,699.00	Sumuri LLC	
Supplier Payment	EFT	EFT-00152404	6/30/2022	1,504.25	Net Transcripts Inc	
Supplier Payment	EFT	EFT-00152405	6/30/2022	551.18	Metro Overhead Door Inc	
Supplier Payment	EFT	EFT-00152406	6/30/2022	431,115.64	Halme Excavating Inc	
			EFT Total	**5,704,658.62**		
Expense Payment	Direct Deposit	EFT-00150507	6/23/2022	280.80	Wynter Ross	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00150508	6/23/2022	59.25	Justin Box	Travel Advance
Expense Payment	Direct Deposit	EFT-00150509	6/23/2022	66.88	Timothy McMillan	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00150510	6/23/2022	62.00	Zachary Ripp	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00150511	6/23/2022	154.99	Dale Ihrig	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00150512	6/23/2022	408.43	Anne McEnerny-Ogle	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00150513	6/23/2022	381.44	Richard Gamble	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00150514	6/23/2022	130.02	Jordan Macfarlane	Employee Reimbursement

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Expense Payment	Direct Deposit	EFT-00150515	6/23/2022	748.01	Lyle Mann	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00150516	6/23/2022	60.70	Eric Schadler	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00150517	6/23/2022	704.13	Scott Woodhouse	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00152407	6/30/2022	222.43	Bryce Livesay	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00152408	6/30/2022	304.00	Mike Elliott	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00152409	6/30/2022	51.75	Eric Holmes	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00152410	6/30/2022	384.50	Sean Donaldson	Travel Advance
Expense Payment	Direct Deposit	EFT-00152411	6/30/2022	208.64	Shane McKee	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00152412	6/30/2022	144.78	Kady Bieber	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00152413	6/30/2022	8.00	Ty Stober	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00152414	6/30/2022	21.51	Robert Givens	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00152415	6/30/2022	249.00	Erin Jacobson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00152416	6/30/2022	181.35	Cody Uskoski	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00152417	6/30/2022	100.00	Kory Sorenson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00152418	6/30/2022	59.25	Matt Hoover	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00152419	6/30/2022	121.83	Wynter Ross	Employee Reimbursement
			Direct Deposit Total	**5,113.69**		
Supplier Payment	Check	3914	6/22/2022	6,058.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	3915	6/22/2022	82,211.38	Avaya Inc - Remit-To: Avaya New York	
Supplier Payment	Check	3916	6/22/2022	2,240.00	Bret M Young	
Supplier Payment	Check	3917	6/22/2022	10,159.35	Brown & Wilson Partnership LLC	
Supplier Payment	Check	3918	6/22/2022	200.00	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	3919	6/22/2022	7,966.25	Cascadia Consulting Group Inc	
Supplier Payment	Check	3920	6/22/2022	42.08	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	3921	6/22/2022	6,440.00	Century West Engineering Corp	
Supplier Payment	Check	3922	6/22/2022	995.46	Chicago Title Company of WA	
Supplier Payment	Check	3923	6/22/2022	1,125.00	City of Beaverton	
Supplier Payment	Check	3924	6/22/2022	15.35	Clark County - Remit-To: Clark County - Treasurer Seattle	
Supplier Payment	Check	3925	6/22/2022	327,473.48	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	3926	6/22/2022	13.68	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	3927	6/22/2022	188.29	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	3928	6/22/2022	275.00	ERF Company Inc	
Supplier Payment	Check	3929	6/22/2022	17,870.56	Esther Short Commons LLP	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	3930	6/22/2022	1,514.26	Gray & Osborne Inc	
Supplier Payment	Check	3931	6/22/2022	16,709.99	Kennedy Jenks Consultants - Remit-To: Kennedy Jenks Consulting	
Supplier Payment	Check	3932	6/22/2022	10,420.26	Kittelson & Associates Inc	
Supplier Payment	Check	3933	6/22/2022	817.50	LSW Architects PC	
Supplier Payment	Check	3934	6/22/2022	600.00	Nagra & Atwal Corporation	
Supplier Payment	Check	3935	6/22/2022	4,626.88	National Park Service - Remit-To: National Park Service - Pearson Lease	
Supplier Payment	Check	3936	6/22/2022	787.90	National Safety Inc	
Supplier Payment	Check	3937	6/22/2022	7,388.55	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	3938	6/22/2022	120.00	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	3939	6/22/2022	35.00	Performance Occupational Health Services, LLC	
Supplier Payment	Check	3940	6/22/2022	8,835.00	Prestige Care & Rehabilitation - Camas	
Supplier Payment	Check	3941	6/22/2022	172,189.50	SDB Contracting Services	
Supplier Payment	Check	3942	6/22/2022	1,410.54	Shrums Pest Control	
Supplier Payment	Check	3943	6/22/2022	446.43	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	3944	6/22/2022	60.00	State of Washington Secretary of State	
Supplier Payment	Check	3945	6/22/2022	556.07	Triple J Enterprises	
Supplier Payment	Check	3946	6/22/2022	143.41	United States Dosimetry Technology Inc	
Supplier Payment	Check	3947	6/22/2022	23,955.00	Washington State Criminal Justice Training Commission	
Supplier Payment	Check	3948	6/22/2022	14,152.69	Western Water Works Supply Co Inc	
Supplier Payment	Check	3949	6/22/2022	68.12	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Ad Hoc Payment	Check	3950	6/22/2022	785.33	14 Commerce at Coldcreek Condo Assoc	Utility Refunds: 0000003446-01
Ad Hoc Payment	Check	3951	6/22/2022	191.12	Adams,Karen	Utility Refunds: 0067022124-15
Ad Hoc Payment	Check	3952	6/22/2022	1,370.00	AMBROSIA QSR WASHINGTON, LLC	COVID-19 Bus Lic Fee Refund
Ad Hoc Payment	Check	3953	6/22/2022	737.74	Anthony Gomez	FRI-292641 refund
Ad Hoc Payment	Check	3954	6/22/2022	360.00	AUSAME LLC	Bus Lic Fees Ref COVID-19 Surch Ref prog
Ad Hoc Payment	Check	3955	6/22/2022	26.87	Baldwin,Brandon	Utility Refunds: 0015005057-03
Ad Hoc Payment	Check	3956	6/22/2022	47.28	Barazowski,April or Zachary	Utility Refunds: 0010071100-03
Ad Hoc Payment	Check	3957	6/22/2022	54.00	Barlow Booster Club	CIVICGOV cust dup paidinv 77042736 cust 769179
Ad Hoc Payment	Check	3958	6/22/2022	522.00	Benjamin Clapa Jr or Freya Clapa	Utility Refunds: 0009075300-15 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	3959	6/22/2022	49.84	Blandford,Derek or Keisha	Utility Refunds: 0000005990-02
Ad Hoc Payment	Check	3960	6/22/2022	275.90	Bowers,Michael	Utility Refunds: 0037002200-07 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	3961	6/22/2022	23.52	Brian or Kate Dugan	Utility Refunds: 0005012100-05
Ad Hoc Payment	Check	3962	6/22/2022	187.00	Burlison,Jill	Utility Refunds: 0009082300-23 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	3963	6/22/2022	360.00	Burnt Bridge Cellars, LLC	Bus Lic Fees Ref COVID-19 surch ref prog
Ad Hoc Payment	Check	3964	6/22/2022	159.73	Caitlin Giamello or Noel Giamello Jr	Utility Refunds: 0016004200-11
Ad Hoc Payment	Check	3965	6/22/2022	68.64	Capitol Electric	MPE-322033
Ad Hoc Payment	Check	3966	6/22/2022	68.64	Capitol Electric	MPE-322022
Ad Hoc Payment	Check	3967	6/22/2022	50.80	Catamount Properties 2018 LLC	Utility Refunds: 0011045804-02
Ad Hoc Payment	Check	3968	6/22/2022	155.08	Celustka,Robert or Tara	Utility Refunds: 0015048400-08
Ad Hoc Payment	Check	3969	6/22/2022	20.00	Christine Olson	Alarm billing ovrpymt acct 20252 inv 99477616
Ad Hoc Payment	Check	3970	6/22/2022	170.00	Christopher Lack	Utility Refunds: 0009050100-17 Consolidated refund created from multiple refunds

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Ad Hoc Payment	Check	3971	6/22/2022	398.88	Christopher P Carter	Utility Refunds: 0000001178-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	3972	6/22/2022	61.47	Cook Security Group INC	MPE-322836
Ad Hoc Payment	Check	3973	6/22/2022	61.47	CROWN ELECTRIC	MPE-322473
Ad Hoc Payment	Check	3974	6/22/2022	144.00	Curtis Johnson or Susanne Reynolds	Utility Refunds: 0000009187-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	3975	6/22/2022	32.50	Daniel Zavedyuy	COV11880 Cust cancelled
Ad Hoc Payment	Check	3976	6/22/2022	109.15	Day,Roger or Becky	Utility Refunds: 0056001500-06
Ad Hoc Payment	Check	3977	6/22/2022	121.34	Devlin,Sara or Amythest	Utility Refunds: 0009065500-04
Ad Hoc Payment	Check	3978	6/22/2022	67.30	Diomedes Cristobal Jr or Marissa Cristobal	Utility Refunds: 0000007539-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	3979	6/22/2022	5,208.00	Earthworks Excavating Services Inc.	SCIP Prog Kelly Bergquist 9008 Boulder Ave
Ad Hoc Payment	Check	3980	6/22/2022	116.19	Eelis,Nathaniel or Eliyah	Utility Refunds: 0018033000-08
Ad Hoc Payment	Check	3981	6/22/2022	172.46	Eric Orwoll	Utility Refunds: 0008035900-03
Ad Hoc Payment	Check	3982	6/22/2022	33.31	Estate of Josephine McMurtry	Utility Refunds: 0000003667-01
Ad Hoc Payment	Check	3983	6/22/2022	149.17	Fehrer,David	Utility Refunds: 0000009182-02
Ad Hoc Payment	Check	3984	6/22/2022	26.38	Fiskum,Michael or Kelli	Utility Refunds: 0015009900-05
Ad Hoc Payment	Check	3985	6/22/2022	616.43	Forward Livestories	Utility Refunds: 0116031027-04
Ad Hoc Payment	Check	3986	6/22/2022	60.82	Gajer,Kevin and Angela	Utility Refunds: 0106080098-12
Ad Hoc Payment	Check	3987	6/22/2022	235.99	Galina or Daniel Shtefanio	Utility Refunds: 0000005822-01
Ad Hoc Payment	Check	3988	6/22/2022	180.00	Glenn Frances Catering LLC	Bus Lic Fees Ref COVID-19 such ref prog
Ad Hoc Payment	Check	3989	6/22/2022	79.69	Haimi Cohen,Aviad	Utility Refunds: 0004028000-18
Ad Hoc Payment	Check	3990	6/22/2022	208.56	Hammond,Andrew	Utility Refunds: 0038045100-01
Ad Hoc Payment	Check	3991	6/22/2022	448.00	Hardison,Tiffany or Michael	Utility Refunds: 0000008278-02
Ad Hoc Payment	Check	3992	6/22/2022	181.59	Hosman,Mark or Teresa	Utility Refunds: 0015005801-04
Ad Hoc Payment	Check	3993	6/22/2022	239.68	Hylton,Kiara	Utility Refunds: 0074040300-20
Ad Hoc Payment	Check	3994	6/22/2022	211.00	Jean or Bryan Miller	Utility Refunds: 0005010010-06 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	3995	6/22/2022	163.00	Jean or Bryan Miller	Utility Refunds: 0005037200-14 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	3996	6/22/2022	125.00	Jewel Winters	Utility Refunds: 0000002079-03
Ad Hoc Payment	Check	3997	6/22/2022	426.78	Jill S Brown or David T Viuhkola	Utility Refunds: 0059037680-12 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	3998	6/22/2022	51.62	Joshua & Laura Aranda	Utility Refunds: 0126000172-05
Ad Hoc Payment	Check	3999	6/22/2022	142.36	Joshua or Tracey Castleberry	Utility Refunds: 0000005008-01
Ad Hoc Payment	Check	4000	6/22/2022	22.32	Judy Bruce	Utility Refunds: 0000003984-03
Ad Hoc Payment	Check	4001	6/22/2022	68.64	Just-In-Time Electrical Inc	MPE-322652
Ad Hoc Payment	Check	4002	6/22/2022	2,074.00	Kenny Pearrow	Cemetery cust changed mind grave W-605-4
Ad Hoc Payment	Check	4003	6/22/2022	128.00	Knapp,Dorothy or Charles	Utility Refunds: 0045000214-05 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4004	6/22/2022	131.00	Kromminga,Dan or Doris	Utility Refunds: 0015032800-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4005	6/22/2022	6.00	Landscape Mgmt & Services Inc	CIVICGOV cust dup paid inv 77040568 cust 755090
Ad Hoc Payment	Check	4006	6/22/2022	106.00	Lawrence,Hope or Myron	Utility Refunds: 0000001074-03
Ad Hoc Payment	Check	4007	6/22/2022	11.68	Lechner,Shane & Emily	Utility Refunds: 0077001700-10
Ad Hoc Payment	Check	4008	6/22/2022	25,000.00	Ledger Law Firm in Trust For Barbara Daley-Burnett	Claim Payment - DOL: 07/05/19 - Risk
Ad Hoc Payment	Check	4009	6/22/2022	33.72	Lee,Michael or Younghee	Utility Refunds: 0038006400-01
Ad Hoc Payment	Check	4010	6/22/2022	101.28	Le Ferme LLC	Utility Refunds: 0500004853-01
Ad Hoc Payment	Check	4011	6/22/2022	283.00	Legacy 6 Inc	FRI-279536 refund
Ad Hoc Payment	Check	4012	6/22/2022	283.00	Legacy 6 Inc	FRI-279535 refund
Ad Hoc Payment	Check	4013	6/22/2022	200.00	Lynn Godfrey and Glenn Deal	Ovrpymt citation 7203500012

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Ad Hoc Payment	Check	4014	6/22/2022	123.82	Martin,Cecelia	Utility Refunds: 0000007114-03
Ad Hoc Payment	Check	4015	6/22/2022	47.47	Michael Lee or Yujin Jung	Utility Refunds: 0000001802-03
Ad Hoc Payment	Check	4016	6/22/2022	61.12	Morgan,John and Lori	Utility Refunds: 0072067400-08
Ad Hoc Payment	Check	4017	6/22/2022	61.47	Mr. Electric of Clark County	MPE-320952
Ad Hoc Payment	Check	4018	6/22/2022	65.41	Nhan Phung or Trang Truong	Utility Refunds: 0000007140-03
Ad Hoc Payment	Check	4019	6/22/2022	100.00	North Image Neighborhood Association	20190703
Ad Hoc Payment	Check	4020	6/22/2022	98.82	Orwoll,Eric	Utility Refunds: 0018023800-08
Ad Hoc Payment	Check	4021	6/22/2022	151.78	Pashby, Gloria or Kathleen	Reissue of Check 3876
Ad Hoc Payment	Check	4022	6/22/2022	98.56	Patricia Kenny	Utility Refunds: 0000001121-03
Ad Hoc Payment	Check	4023	6/22/2022	20.00	PCS	Alarms billing WINFORD SUELL acct 50690 inv 99407131
Ad Hoc Payment	Check	4024	6/22/2022	42.82	Petr or Nadezhda Drokin	Utility Refunds: 0000003969-02
Ad Hoc Payment	Check	4025	6/22/2022	335.31	Picone,Allan or Frank or John	Utility Refunds: 0000007324-03
Ad Hoc Payment	Check	4026	6/22/2022	39.73	Primm,Timothy	Utility Refunds: 0000007968-02
Ad Hoc Payment	Check	4027	6/22/2022	566.00	Rhine,Bruce or Martha	Utility Refunds: 0012031250-03
Ad Hoc Payment	Check	4028	6/22/2022	24.36	Sarah or Steven Kirschbaum	Utility Refunds: 0000001229-03
Ad Hoc Payment	Check	4029	6/22/2022	36.12	Scheel,Judith or Lee	Utility Refunds: 0124000376-03
Ad Hoc Payment	Check	4030	6/22/2022	165.00	Sharon or Vic Tiehen	Utility Refunds: 0005036000-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4031	6/22/2022	23.99	Shekhar Battan	Utility Refunds: 0000003314-03
Ad Hoc Payment	Check	4032	6/22/2022	150.00	Shellie D Brann	Utility Refunds: 0002000112-01
Ad Hoc Payment	Check	4033	6/22/2022	26.33	Smith,Kurt	Utility Refunds: 0009089500-02
Ad Hoc Payment	Check	4034	6/22/2022	21.43	Sprauer,Julia	Utility Refunds: 0017063400-02
Ad Hoc Payment	Check	4035	6/22/2022	168.37	Stonehaven Properties LLC	Utility Refunds: 0000001104-02
Ad Hoc Payment	Check	4036	6/22/2022	87.60	Stutzman,Robin	Utility Refunds: 0500001803-02
Ad Hoc Payment	Check	4037	6/22/2022	96.67	Talents Construction LLC	Utility Refunds: 0000009335-08
Ad Hoc Payment	Check	4038	6/22/2022	239.20	Tapani Inc	Utility Refunds: 0000009350-04
Ad Hoc Payment	Check	4039	6/22/2022	26.67	Team Construction LLC	Utility Refunds: 0000008165-08
Ad Hoc Payment	Check	4040	6/22/2022	91.32	The Estate of Betty Jo Evans	Utility Refunds: 0000001794-02
Ad Hoc Payment	Check	4041	6/22/2022	197.00	The Foreman Family Trust	Utility Refunds: 0000005055-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4042	6/22/2022	120.19	The Gray or Peterson Family Trust	Utility Refunds: 0003043200-19
Ad Hoc Payment	Check	4043	6/22/2022	35.00	The Mighty Bowl	COV11922 cust req to cancel
Ad Hoc Payment	Check	4044	6/22/2022	88.12	Thompson,Renee or Matthew	Utility Refunds: 0072010900-08
Ad Hoc Payment	Check	4045	6/22/2022	80,000.00	Trust Account of CCRS Law	Claim Payment - DOL: 003/03/20 - Risk
Ad Hoc Payment	Check	4046	6/22/2022	49.02	Vo,Thao	Utility Refunds: 0000006006-02
Ad Hoc Payment	Check	4047	6/22/2022	73.98	Walters,Justin or Brynn	Utility Refunds: 0000005980-03
Ad Hoc Payment	Check	4048	6/22/2022	180.00	Washington Taprooms LLC	Bus Lic fees ref COVID-19 surch ref prog
Ad Hoc Payment	Check	4049	6/22/2022	634.32	Willette,Daniel or Sherri	Utility Refunds: 0000009122-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4050	6/22/2022	55.00	William Miller	Personal training refund - medical
Ad Hoc Payment	Check	4051	6/22/2022	70.00	Winston,Rhonda	Utility Refunds: 0069080160-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4052	6/22/2022	91.71	Wong,Ngan	Utility Refunds: 0000007444-02
Ad Hoc Payment	Check	4053	6/22/2022	1,530.00	Woody's Tacos LLC	Bus Lic Fees ref COVID-19 Surch Ref Prog
Ad Hoc Payment	Check	4054	6/22/2022	532.50	Woody's Tacos LLC	Bus Lic Fees Ref COVID-19 surch ref prog
Ad Hoc Payment	Check	4055	6/22/2022	140.27	Yong Joon Heo & Kiryeon Jung	Utility Refunds: 0137001536-04
Supplier Payment	Check	4056	6/23/2022	379,210.60	Clark Public Utility District No. 1	
Supplier Payment	Check	4057	6/23/2022	113.55	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	4058	6/25/2022	7,421.45	Aflac	
Supplier Payment	Check	4059	6/25/2022	4,820.46	AFSCME Local #307	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	4060	6/25/2022	700.00	IAM Local #1374	
Supplier Payment	Check	4061	6/25/2022	8,386.77	Life Insurance Company of North America	
Supplier Payment	Check	4062	6/25/2022	500.00	MFS Service Center Inc	
Supplier Payment	Check	4063	6/25/2022	3,915.96	OPEIU Local #11	
Supplier Payment	Check	4064	6/25/2022	704.00	Teamsters Local #58	
Supplier Payment	Check	4065	6/25/2022	759.24	U.S. Department of Treasury	
Supplier Payment	Check	4066	6/25/2022	297.50	UA Local #290	
Supplier Payment	Check	4067	6/25/2022	3,060.94	Western Conference of Teamsters	
Supplier Payment	Check	4068	6/25/2022	1,254.42	Western Metal Industry Pension Plan	
Ad Hoc Payment	Check	4069	6/29/2022	57.06	Albuquerque,Berenice	Utility Refunds: 0128000194-02
Ad Hoc Payment	Check	4070	6/29/2022	22.92	Allen,John W	Utility Refunds: 0070069800-04
Ad Hoc Payment	Check	4071	6/29/2022	323.44	Almer,Dennis or Michael	Utility Refunds: 0020023400-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4072	6/29/2022	26.19	Anthony T & Nikole E Shaver	600 SCIP Loan ovrpymt paid off 6000577
Ad Hoc Payment	Check	4073	6/29/2022	19.47	Atwood,Linda or Nicky	Utility Refunds: 0012057524-09
Ad Hoc Payment	Check	4074	6/29/2022	50.14	Aw,Doris	Utility Refunds: 0067028016-07
Ad Hoc Payment	Check	4075	6/29/2022	106.47	Bailey,Laura	Utility Refunds: 0018053800-13
Ad Hoc Payment	Check	4076	6/29/2022	117.03	Bean,Martha	Utility Refunds: 0036052000-08
Ad Hoc Payment	Check	4077	6/29/2022	131.85	Bethany Patton	ovrpymt paid off loan 6000343
Ad Hoc Payment	Check	4078	6/29/2022	43.83	Better Apts at Neals Lane Townhomes	Utility Refunds: 0022008508-22
Ad Hoc Payment	Check	4079	6/29/2022	46.71	Bolden,Kevin	Utility Refunds: 0074016100-04
Ad Hoc Payment	Check	4080	6/29/2022	226.86	Carlos Delrio	600 SCIP Loan ovrpymt paid off 6000178
Ad Hoc Payment	Check	4081	6/29/2022	56.08	Carol L Needham	600 SCIP Loan ovrpymt paid off 600319
Ad Hoc Payment	Check	4082	6/29/2022	90.44	Carrasco,Myette or Thomas	Utility Refunds: 0067020496-03
Ad Hoc Payment	Check	4083	6/29/2022	247.31	Christina Yogerst or Amy Brodhead	Utility Refunds: 0030073300-14
Ad Hoc Payment	Check	4084	6/29/2022	84.00	Cody Staffing	CIVICGOV cust dup paid inv 77042822 cust 517152
Ad Hoc Payment	Check	4085	6/29/2022	189.00	Coleman,Michael	Utility Refunds: 0019064800-07 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4086	6/29/2022	968.00	Columbia Anesthesia Group	Claim Payment - DOL: 08/28/19 - Risk
Ad Hoc Payment	Check	4087	6/29/2022	61.09	Constance Albin Foster	Utility Refunds: 0500002619-0, 42668827-30010602 -
Ad Hoc Payment	Check	4088	6/29/2022	120.00	Countryside Woods Neighborhood Association	RecycleU Grant - 2022
Ad Hoc Payment	Check	4089	6/29/2022	100.00	Countryside Woods Neighborhood Association	Resource Conservation Challenge - 2022
Ad Hoc Payment	Check	4090	6/29/2022	140.00	Cowperthwait,Joseph	Utility Refunds: 0023006500-01
Ad Hoc Payment	Check	4091	6/29/2022	114.00	Creekside T 6115 BLDG	CIVICGOV ovrpymt inv 77042056 cust 729918
Ad Hoc Payment	Check	4092	6/29/2022	174.28	Curtiss,George	Utility Refunds: 0500003349-02
Ad Hoc Payment	Check	4093	6/29/2022	27.18	Cynthia L Wirth	600 SCIP Loan ovrpymt paid off loan 6000582
Ad Hoc Payment	Check	4094	6/29/2022	112.46	Daran,Alena or William	Utility Refunds: 0040038500-01
Ad Hoc Payment	Check	4095	6/29/2022	26.02	Dawson,Hope or Cole	Utility Refunds: 0024001100-04
Ad Hoc Payment	Check	4096	6/29/2022	41.22	Debra Puppo Revocable Living Trust	Utility Refunds: 0141005686-02
Ad Hoc Payment	Check	4097	6/29/2022	16.44	Dial,Patricia M	Utility Refunds: 0101000139-02
Ad Hoc Payment	Check	4098	6/29/2022	55.00	DuBois Park Neighborhood Association	BBQ Refund
Ad Hoc Payment	Check	4099	6/29/2022	310.00	Ebel,Karen or Kenneth	Utility Refunds: 0023041000-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4100	6/29/2022	29.75	Edwards,Michael	Utility Refunds: 0024045200-07
Ad Hoc Payment	Check	4101	6/29/2022	77.29	Elias & Rita R Mendez	ovrpymt paid off loan 6000328
Ad Hoc Payment	Check	4102	6/29/2022	70.00	Estate of Phyllis L Burkart	Utility Refunds: 0110004020-00
Ad Hoc Payment	Check	4103	6/29/2022	50.14	Fitzgerald,Jason	Utility Refunds: 0075004571-18
Ad Hoc Payment	Check	4104	6/29/2022	68.99	Fletcher,Willa	Utility Refunds: 0023032913-09
Ad Hoc Payment	Check	4105	6/29/2022	167.35	Gina Helland or Teresa Schlosser	Utility Refunds: 0026010801-09
Ad Hoc Payment	Check	4106	6/29/2022	25.14	Guevara,Noe	Utility Refunds: 0020032300-29

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Ad Hoc Payment	Check	4107	6/29/2022	192.92	Haddock Properties LLC	Utility Refunds: 0022082400-05
Ad Hoc Payment	Check	4108	6/29/2022	44.76	Hadfield,Michael or Jennifer	Utility Refunds: 0500001228-01
Ad Hoc Payment	Check	4109	6/29/2022	133.66	Harrison Christopher Leaf	Refund: 600 SCIP loan 6000459
Ad Hoc Payment	Check	4110	6/29/2022	6.00	Hilton Hotel - Vancouver	CIVICGOV dup paid inv 77042765 cust 312789
Ad Hoc Payment	Check	4111	6/29/2022	171.00	Hilton Hotel - Vancouver	CIVICGOV dup paid inv 77042763 cust 312789
Ad Hoc Payment	Check	4112	6/29/2022	327.68	Hubert & Marilyn D Swanson	600 SCIP Loan ovrpymt paid off 6000227
Ad Hoc Payment	Check	4113	6/29/2022	22.13	Hunter,Aimee	Utility Refunds: 0020019200-20
Ad Hoc Payment	Check	4114	6/29/2022	67.87	Hyde-Moore,Cameron or Tiffany	Utility Refunds: 0106016880-19
Ad Hoc Payment	Check	4115	6/29/2022	38.51	James P Knight, Trustee	Utility Refunds: 0101000126-02
Ad Hoc Payment	Check	4116	6/29/2022	70.00	Jason Parker	ovrpymt paid off loan 6000514
Ad Hoc Payment	Check	4117	6/29/2022	46.97	Judith & David Donaldson	600 SCIP Loan ovrpymt paid off 6000372
Ad Hoc Payment	Check	4118	6/29/2022	57.49	Julia Vance	Reissue of check #3424
Ad Hoc Payment	Check	4119	6/29/2022	225.97	Kaarin Bohrnsen or Joseph Whiting	Utility Refunds: 0037045500-02
Ad Hoc Payment	Check	4120	6/29/2022	75.00	Karena Ratcliff	Damage Deposit Refund
Ad Hoc Payment	Check	4121	6/29/2022	25.00	Kristin N Dorsett	ovrpymt paid off loan 9070061
Ad Hoc Payment	Check	4122	6/29/2022	27.49	Kurt Carlsen II or Kattie Cutter	Utility Refunds: 0036050707-05
Ad Hoc Payment	Check	4123	6/29/2022	32.30	Ling,Kathi or Steve	Utility Refunds: 0500002016-02
Ad Hoc Payment	Check	4124	6/29/2022	9.73	Lionne & Kristen Decker	600 SCIP Loan ovrpymt paid off 6000130
Ad Hoc Payment	Check	4125	6/29/2022	117.66	Lopiccolo,Janice L	Utility Refunds: 0124001166-08
Ad Hoc Payment	Check	4126	6/29/2022	174.00	Losty,Tamara or Michael	Utility Refunds: 0026018800-20
Ad Hoc Payment	Check	4127	6/29/2022	500.00	Maria Rodriguez	Damage Deposit Refund
Ad Hoc Payment	Check	4128	6/29/2022	60.80	Matthew D & Charlene L Kovaschetz	600 SCIP Loan ovrpymt paid off 6000315
Ad Hoc Payment	Check	4129	6/29/2022	44.98	McGurk,Catherine or WIlliam	Utility Refunds: 0040072310-02
Ad Hoc Payment	Check	4130	6/29/2022	453.31	Michael & Laura Plymale	ovrpymt paid off loan 6000008
Ad Hoc Payment	Check	4131	6/29/2022	196.00	MICHAELA CURTIS-JOYCE	Activity Refund
Ad Hoc Payment	Check	4132	6/29/2022	1,222.19	Michael Lyons	Non-Employee Travel Expense Reimburse
Ad Hoc Payment	Check	4133	6/29/2022	402.45	Molly Ann Hess	Claim Payment - DOL: 06/19/22 - Risk
Ad Hoc Payment	Check	4134	6/29/2022	82.28	Motil,Gary or Nicole	Utility Refunds: 0039013004-07
Ad Hoc Payment	Check	4135	6/29/2022	68.64	Mr. Electric of Clark County	MPE-314797
Ad Hoc Payment	Check	4136	6/29/2022	500.00	MVHS Boosters 2022 c/o Tiffany Chou	Damage deposit refund
Ad Hoc Payment	Check	4137	6/29/2022	32.05	Neubert,Brian or Melissa	Utility Refunds: 0037016300-06
Ad Hoc Payment	Check	4138	6/29/2022	81.00	O'Connor,Colleen J	Utility Refunds: 0067016300-01 Consolidated refund created from multiple refunds, 40979099-30008918
Ad Hoc Payment	Check	4139	6/29/2022	982.11	Patrick Kelly	Non-Employee Travel Expense Reimburse
Ad Hoc Payment	Check	4140	6/29/2022	2,198.28	Penelope G Campbell	ovrpymt paid off loan 9070052
Ad Hoc Payment	Check	4141	6/29/2022	38.19	PIne,Amber	Utility Refunds: 0138002026-01
Ad Hoc Payment	Check	4142	6/29/2022	500.00	Prairie High School Seniors	Damage Deposit Refund
Ad Hoc Payment	Check	4143	6/29/2022	101.30	RBRT Properties LLC	Utility Refunds: 0024013100-09
Ad Hoc Payment	Check	4144	6/29/2022	5.00	Rebecca L Swedblom	600 SCIP Loan ovrpymt paid off 6000457
Ad Hoc Payment	Check	4145	6/29/2022	76.62	Redman,Phyllis I	Utility Refunds: 0054027334-01
Ad Hoc Payment	Check	4146	6/29/2022	201.87	Richard & Dorothy Truax	600 SCIP Loan ovrpymt paid off 6000581
Ad Hoc Payment	Check	4147	6/29/2022	100.81	Ritter,Amy	Utility Refunds: 0046027300-02
Ad Hoc Payment	Check	4148	6/29/2022	52.35	Roduner,Lisa	Utility Refunds: 0044081656-05 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4149	6/29/2022	41.64	ROSS,JILL A	Utility Refunds: 0161007210-01
Ad Hoc Payment	Check	4150	6/29/2022	231.03	Ryan,Traci or Sean	Utility Refunds: 0000007572-02
Ad Hoc Payment	Check	4151	6/29/2022	160.00	Ryan Castro	Non-Employee Travel - TEMS Training
Ad Hoc Payment	Check	4152	6/29/2022	72.26	Shawn Swanson	Refund: COV10692 moved to a different site.
Ad Hoc Payment	Check	4153	6/29/2022	31.75	Shelby Bienerth	Reissue of check #2805
Ad Hoc Payment	Check	4154	6/29/2022	106.12	Signpost Homes Inc	Utility Refunds: 0024025600-10

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Ad Hoc Payment	Check	4155	6/29/2022	80.39	Signpost Homes Inc	Utility Refunds: 0010053800-10
Ad Hoc Payment	Check	4156	6/29/2022	206.58	Sites,Timothy	Utility Refunds: 0018089100-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4157	6/29/2022	285.85	Tafoya,Lee or Lezlie	Utility Refunds: 0101021624-09
Ad Hoc Payment	Check	4158	6/29/2022	103.30	Terry L Gentry	ovrpymt paid off loan 6000514
Ad Hoc Payment	Check	4159	6/29/2022	14.14	The Barclay Armitage Second Revocable Trust	Utility Refunds: 0012063740-02
Ad Hoc Payment	Check	4160	6/29/2022	93.61	The Estate of Andrew and Beulah Trammell	Utility Refunds: 0039024000-05
Ad Hoc Payment	Check	4161	6/29/2022	65.52	The Estate of Beverly A Smith	Utility Refunds: 0101001530-01
Ad Hoc Payment	Check	4162	6/29/2022	135.00	The Estate of Elden Dotson	Utility Refunds: 0072023634-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4163	6/29/2022	58.65	The Management Group	Utility Refunds: 0101061250-04
Ad Hoc Payment	Check	4164	6/29/2022	20.00	Tom Waite	Alarm Billing ovrpymt acct 6071 inv 99444277
Ad Hoc Payment	Check	4165	6/29/2022	100.72	Tovar,Humberto	Utility Refunds: 0033082000-20
Ad Hoc Payment	Check	4166	6/29/2022	154.00	Trantham,Adam	Utility Refunds: 0035032100-08 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4167	6/29/2022	157.44	Trevor & Carolyn McCain	600 SCIP Loan ovrpymt paid off 6000358
Ad Hoc Payment	Check	4168	6/29/2022	563.22	Turner Construction	SDP-317788
Ad Hoc Payment	Check	4169	6/29/2022	28.61	Turpin,Paul	Utility Refunds: 0000009274-02, 39825367-30007742
Ad Hoc Payment	Check	4170	6/29/2022	500.00	Umais Omar	Damage deposit refund
Ad Hoc Payment	Check	4171	6/29/2022	250.00	Vancouver United Pentacostal	Damage Deposit Refund
Ad Hoc Payment	Check	4172	6/29/2022	89.29	Villa,Frank or Betty Jean	Utility Refunds: 0106030255-03
Ad Hoc Payment	Check	4173	6/29/2022	25.97	Wagner,Melissa or Ryan	Utility Refunds: 0000004826-04
Ad Hoc Payment	Check	4174	6/29/2022	46.06	Wallace,Gayle or Steven	Utility Refunds: 0028006913-01
Ad Hoc Payment	Check	4175	6/29/2022	42.10	Wallace,Jeffrey	Utility Refunds: 0034026300-01
Ad Hoc Payment	Check	4176	6/29/2022	197.46	Wayne G & Patricia R Fuller	600 SCIP Loan ovrpymt paid off 6000400
Ad Hoc Payment	Check	4177	6/29/2022	31.30	Wesley & Lisa Edmonson	ovrpymt paid off loan 9070059
Ad Hoc Payment	Check	4178	6/29/2022	6.80	William F & Audrey F Toohey	cust paid off loan 9070057 ovpymt
Ad Hoc Payment	Check	4179	6/29/2022	224.28	Wisner,Zachary or Yuki	Utility Refunds: 0000005034-02
Ad Hoc Payment	Check	4180	6/29/2022	115.84	Wisner,Zachary or Yuki	Utility Refunds: 0000005034-02
Ad Hoc Payment	Check	4181	6/29/2022	193.36	Zachary Lafave and Angela Garner	Utility Refunds: 0500001504-01, 39424367-30007497
Ad Hoc Payment	Check	4182	6/29/2022	463.39	ZACH F & SAVANA R ECKERT	Utility Refunds: 0058041348-03 Consolidated refund created from multiple refunds, 41200853-30009089
Supplier Payment	Check	4183	6/29/2022	8,842.50	Action Onsite Inc	
Supplier Payment	Check	4184	6/29/2022	271.01	Airgas, Inc	
Supplier Payment	Check	4185	6/29/2022	11,433.75	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	4186	6/29/2022	104.95	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	4187	6/29/2022	115.50	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	4188	6/29/2022	89.51	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	4189	6/29/2022	75.00	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	4190	6/29/2022	2,623.17	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	4191	6/29/2022	250.25	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	4192	6/29/2022	19,760.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	4193	6/29/2022	74,376.75	Alpine Products Inc	
Supplier Payment	Check	4194	6/29/2022	707.50	Amex Products Inc	
Supplier Payment	Check	4195	6/29/2022	3,670.02	Anixter Inc	

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	4196	6/29/2022	285.56	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	4197	6/29/2022	30,428.28	Arborscape Ltd Inc	
Supplier Payment	Check	4198	6/29/2022	4,181.49	Archaelogical Investigations Northwest Inc	
Supplier Payment	Check	4199	6/29/2022	1,486.45	Atlantic Signal LLC	
Supplier Payment	Check	4200	6/29/2022	1,395.11	BNSF Railway Company	
Supplier Payment	Check	4201	6/29/2022	32.44	Bound Tree Medical LLC	
Supplier Payment	Check	4202	6/29/2022	38,449.50	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	Check	4203	6/29/2022	11,650.00	Cascade Inn	
Supplier Payment	Check	4204	6/29/2022	49,359.77	CECO Inc	
Supplier Payment	Check	4205	6/29/2022	669.41	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	4206	6/29/2022	868.00	Chicago Title Company of WA	
Supplier Payment	Check	4207	6/29/2022	4,622.10	Choice Rest LLC	
Supplier Payment	Check	4208	6/29/2022	10.00	Clark County	
Supplier Payment	Check	4209	6/29/2022	1,368.25	Clark Public Utility District No. 1	
Supplier Payment	Check	4210	6/29/2022	113.55	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	4211	6/29/2022	104.92	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	4212	6/29/2022	8,617.24	Copiers Northwest	
Supplier Payment	Check	4213	6/29/2022	289.91	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	4214	6/29/2022	6,300.00	Davidson Benefits Planning	
Supplier Payment	Check	4215	6/29/2022	5,425.00	Delicious Dishes LLC	
Supplier Payment	Check	4216	6/29/2022	592.04	Distinctive Landscape LLC	
Supplier Payment	Check	4217	6/29/2022	56.40	Experian Marketing Solutions - Remit-To: Experian - Los Angeles	
Supplier Payment	Check	4218	6/29/2022	4,946.17	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	4219	6/29/2022	1,000.49	Genuine Parts Company - Remit-To: NAPA - Vancouver	
Supplier Payment	Check	4220	6/29/2022	8,400.00	Genuine Senior Living	
Supplier Payment	Check	4221	6/29/2022	5,931.25	Geographic Technologies Group	
Supplier Payment	Check	4222	6/29/2022	1,377.50	Gordon Tilden Thomas & Cordell LLP	
Supplier Payment	Check	4223	6/29/2022	21,757.25	GVP Ventures Inc	
Supplier Payment	Check	4224	6/29/2022	98.00	H&H Wood Recyclers	
Supplier Payment	Check	4225	6/29/2022	879.13	H D Fowler Company Inc	
Supplier Payment	Check	4226	6/29/2022	15,472.03	Herrera Environmental Consultants Inc	
Supplier Payment	Check	4227	6/29/2022	1,131.39	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	4228	6/29/2022	329.51	Jamie Shalvey	
Supplier Payment	Check	4229	6/29/2022	55,624.44	KBT Distributing LLC	
Supplier Payment	Check	4230	6/29/2022	11,106.75	Kearns & West Inc	
Supplier Payment	Check	4231	6/29/2022	12,499.20	L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons	
Supplier Payment	Check	4232	6/29/2022	669.35	Legacy Laboratory Services Inc	
Supplier Payment	Check	4233	6/29/2022	36,663.78	Life Insurance Company of North America	
Supplier Payment	Check	4234	6/29/2022	36,022.00	McCain Inc.	
Supplier Payment	Check	4235	6/29/2022	2,689.17	McFarlanes Bark Inc	
Supplier Payment	Check	4236	6/29/2022	699.83	MIWALL CORPORATION	
Supplier Payment	Check	4237	6/29/2022	6,300.17	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	4238	6/29/2022	20,757.69	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	4239	6/29/2022	7,095.29	Parametrix, Inc	
Supplier Payment	Check	4240	6/29/2022	26,476.90	PBS Engineering and Environmental Inc	
Supplier Payment	Check	4241	6/29/2022	544.58	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	Check	4242	6/29/2022	2,344.66	Physio-Control Inc - Remit-To: Stryker Medical	
Supplier Payment	Check	4243	6/29/2022	1,940.95	Portland Adventist Medical Center	
Supplier Payment	Check	4244	6/29/2022	3,110.40	PPC Solutions Inc	
Supplier Payment	Check	4245	6/29/2022	1,864.50	Professional Service Industries	
Supplier Payment	Check	4246	6/29/2022	5,030.39	Proforce Marketing Inc	
Supplier Payment	Check	4247	6/29/2022	355.40	Qwest Corporation - Remit-To: CenturyLink - Phoenix	
Supplier Payment	Check	4248	6/29/2022	730.61	Qwest Corporation - Remit-To: Qwest CABS - Monroe	
Supplier Payment	Check	4249	6/29/2022	6,960.36	Qwest Corporation - Remit-To: Qwest Corp-Seattle	
Supplier Payment	Check	4250	6/29/2022	8,137.50	RiverLine Power, LLC	
Supplier Payment	Check	4251	6/29/2022	9,487.50	S & F Land Services Inc	
Supplier Payment	Check	4252	6/29/2022	3,655.64	Scott Edwards Architecture LLP	
Supplier Payment	Check	4253	6/29/2022	952.09	Security Contractors Services	
Supplier Payment	Check	4254	6/29/2022	6,949.09	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	4255	6/29/2022	19,518.10	Southwest Clean Air Agency	
Supplier Payment	Check	4256	6/29/2022	42,555.00	Southwest Washington Humane Society	
Supplier Payment	Check	4257	6/29/2022	3,975.00	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	4258	6/29/2022	96,400.00	State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology	
Supplier Payment	Check	4259	6/29/2022	56.80	State of Washington Department of Labor & Industries - Remit-To: State of WA LNI - Boiler Pressure Vessel	
Supplier Payment	Check	4260	6/29/2022	4,416.67	State of Washington Department of Natural Resources - Remit-To: Dept of Natural Resources - Box 47041	
Supplier Payment	Check	4261	6/29/2022	85.33	Stericycle Inc	
Supplier Payment	Check	4262	6/29/2022	823.64	Tierra Right of Way Services LTD	
Supplier Payment	Check	4263	6/29/2022	325.50	Towing & Recovering Services Inc	
Supplier Payment	Check	4264	6/29/2022	6,250.00	Trauma Intervention Programs	
Supplier Payment	Check	4265	6/29/2022	1,219.24	Trilogy MedWaste West, LLC	
Supplier Payment	Check	4266	6/29/2022	271.25	Triple J Enterprises	
Supplier Payment	Check	4267	6/29/2022	30.00	Vancouver Aire LLC	
Supplier Payment	Check	4268	6/29/2022	500.00	Vigilant Solutions, LLC	
Supplier Payment	Check	4269	6/29/2022	28,128.50	Wallis Engineering PLLC	
Supplier Payment	Check	4270	6/29/2022	1,897.89	Walter E Nelson Company	
Supplier Payment	Check	4271	6/29/2022	962.00	Washington Amateur Softball Association	
Supplier Payment	Check	4272	6/29/2022	273.14	Washington State Healthcare Authority	
Supplier Payment	Check	4273	6/29/2022	9,230.00	Water Systems Consulting Inc	
Supplier Payment	Check	4274	6/29/2022	5,524.82	Western Systems Inc	
			Check Total	**2,130,540.99**		
			Manual Wire Total	**2,538,288.66**		
			EFT Total	**5,704,658.62**		

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
			Direct Deposit Total	**5,113.69**		
			6/27/2022	26,218.28	City Payments	Posted 06-20-22 to 06-26-22
			7/5/2022	372,730.10	City Payments	Posted 06-27-22 to 07-03-22
			Hansen Total	**398,948.38**		
			6/27/2022	5,526.60	Miscellanous	Parks Class Refunds FCC 06-20-22 to 06-26-22
			6/27/2022	3,054.50	Miscellanous	Parks Class Refunds MCC 06-20-22 to 06-26-22
			7/5/2022	2,207.80	Miscellanous	Parks Class Refunds FCC 06-27-22 to 07-03-22
			7/5/2022	4,108.15	Miscellanous	Parks Class Refunds MCC 06-27-22 to 07-03-22
			VISA Total	**14,897.05**		
			Payroll Total	**3,409,955.92**		
			GRAND TOTAL	**14,202,403.31**		

City of Vancouver
Payroll Council Report
June 20, 2022 - July 3, 2022

Check No.	Date	Explanation	Amount
323 - 352	06/24/22	June 24th Payroll	$ 14,855.20
150530 - 152251	06/24/22	June 24th Direct Deposits	$ 3,348,638.28
353 - 358	06/30/22	6 2022 Pension Payroll	$ 6,202.63
152327 - 152371	06/30/22	6 2022 Pension Direct Deposits	$ 40,259.81

$ 3,409,955.92

MEMORANDUM

DATE: July 11, 2022

TO: Mayor and Council

FROM: Mayor Anne McEnerny-Ogle

RE: **Interstate Bridge Replacement (IBR) Program –**
June 15, 2022 Executive Steering Group Meetings Summary

The Executive Steering Group (ESG) for the Interstate Bridge Replacement Program (IBRP) met on June 15th, 2022. Primary agenda items included an update on Program status, communications with the U.S. Coast Guard, a set of Commitments defined by the Program for future phases of work, and confirming upcoming meeting topics and next steps.

Opening Comments
Partner comments centered around reporting out on recent discussions with jurisdictional Boards, Commissions, and Councils in preparation for Resolutions to support the Program's recommended Modified Locally Preferred Alternative (MLPA). Mayor McEnerny-Ogle also shared that the Metro Joint Policy Advisory Committee on Transportation (JPACT) group trip to Washington, D.C. in early June included discussion on the IBR Program with Senators Cantwell and Murray as well as Representative DeFazio, all of whom shared strong support for the Program moving forward.

Program Administrator Updates
Greg Johnson, Program Administrator, shared brief updates on what has been heard from regional partner Boards, Commissions, and Councils to-date regarding the MLPA. Attachment A summarizes what Mr. Johnson shared as well as near-term next steps to move the MLPA forward.

Mr. Johnson also shared that Program will be applying for federal grant funds for planning within the next few months. Also, the Program anticipates applying for federal grant funds for construction in 2023, following coming discussions with the Oregon legislature regarding state matching funds.

In addition, Mr. Johnson shared that there have been discussions recently with Equity Advisory Group and community members regarding the Program's analysis related to transit equity. He acknowledged that the Program will be running more scenarios in the coming phase of the Program to further define how the Evergreen transit terminus meets regional and Program equity needs and desires.

U.S. Coast Guard Communications – River Navigation Clearance Process
Ray Mabey, Assistant Program Administrator, shared that in late 2021 the Program submitted a Navigation Impact Report to the U.S. Coast Guard (USCG). The report, completed following outreach to river users, included detailed river use information and potential impacts based on a clearance of 116 feet. It evaluated past bridge lift data to determine past, present, and future needs as well as outlining whether that clearance is feasible for bridge, highway, and multimodal design and connection. He noted that the next step is for the USCG to issue a preliminary navigation determination, expected very soon and that it will likely indicate a preliminary determination for significantly higher than 116 feet (*Note: the USCG letter arrived shortly after the June 15th ESG*

meeting and was emailed to Council by the City Manager on 6/27). Mr. Mabey stated that there are challenges with a clearance higher than 116 feet that include airspace restrictions, grade requirements, and connections for freight, transit, and active transportation. He further noted that the Program will continue to work with USCG to consider tradeoffs for users and identify the best way to avoid impacts while addressing the transportation problems identified in the program Purpose and Need. The Program will provide a written response to this effect that will include estimated additional costs associated with constructing, operating, and maintaining a bridge with moveable span.

ESG members inquired how the Program and community will make decisions about design while there is uncertainty about the bridge height. Mr. Mabey and Mr. Johnson noted that there will be an iterative process over the next few years to understand potential impacts, document those, and discuss any necessary ways to avoid, minimize, or mitigate. They noted that iterations will happen prior to submitting for a navigation permit from USCG in roughly 2025 to ensure that issues will be addressed prior.

Program Commitments
Deputy Program Administrator, Frank Green, shared that the Program has developed a list of Commitments developed in response to comments heard from the community and Program partners. He provided a high-level summary of the Commitments and noted that they represent work that must be addressed in both near- and long-term future phases in collaboration with partners and the community. He also noted that there will be additional Commitments if necessary as defined through future phases. Attachment B provides a summary of the Commitments.

Mr. Johnson commented that part of the Finance Plan Commitment is to identify cost escalation and associated risks. He also stated that an investment grade traffic study, which is something requested by some partners to happen now, is not a process done at this phase of the Program. These studies, he explained, are used to satisfy bond holders that the viability of tolling will be able to pay them back and is generally completed a year before bonding is sought on the bond market. Doing it now, he stated, is premature and the process would have to be repeated later which is costly.

Debrief on Advisory Group Tour
The Community Advisory Group (CAG) and the Equity Advisory Group (EAG) participated in a tour of the Program area on June 9th. Members of the tour shared that they gained better perspective of several key aspects of the project, including challenges related to bridge height, complexity of building the project, and a greater awareness of the immediate surrounding community and landscape. Program Administrator Johnson commented that the Program intends to provide similar tours with other groups, in particular the ESG and the Bi-State Legislative Advisory Committee.

Next Steps
Administrator Greg Johnson closed out the meeting by reiterating that the MLPA is one step in many, that it represents roughly two-percent design. He thanked members for their engagement.

The June 15th ESG meeting and associated materials are posted here:
https://www.interstatebridge.org/get-involved-folder/calendar/esg-june-15-2022-meeting/

Staff Contact:
Katherine Kelly, Senior Policy Advisor, Katherine.Kelly@cityofvancouver.us

Attachment A: MLPA Preliminary Feedback from Regional Partners
Attachment B: Summary of IBR Program Commitments

What We've Heard

- **May 10 – June 14: Program Modified LPA briefing and discussion at partner boards, councils, and commissions**
  - May 10, Portland City Council
    - *How IBR has incorporated lessons learned to improve bi-state leadership, governance, finance, and decision-making*
    - *How climate and equity metrics will be developed and achieved, including user experience, environment, and aesthetics*
  - May 12, Metro Council
    - *Right-sizing and limiting bridge footprint is important*
    - *Addressing equity concerns is critical and needs to be continued through meaningful engagement and applying the equity framework to decisions*
    - *Variable rate tolling and light rail transit with bus service are necessary to manage congestion, provide travel options, and meet climate goals*
  - May 16 and June 6, Vancouver City Council
    - *A desire to better understand how the interchanges within the Vancouver BIA will be improved*
    - *Questions about adequate capacity and freight accommodation with the recommended number of lanes*
    - *Ensuring the program is building equity into the program process, as well as tangible outcomes*
  - May 25, TriMet Board of Directors
    - *Maintaining and improving the performance of C-TRAN and TriMet's transit systems to support the Modified LPA is critical*
    - *It is essential to update the project finance plan to identify clear project costs, agreements, and funding sources*

Interstate BRIDGE Replacement Program

June 15, 2022

10

What We've Heard

- **May 10 – June 14: Program Modified LPA briefing and discussion at partner boards, councils, and commissions**
  - June 7, RTC Board of Directors
    - *Finance equity, cost sharing the tolling limits*
    - *Auxiliary lanes to optimize system performance, safety, and freight movement (and high-wide-heavy)*
    - *Economic development opportunities, include aggressive job development and training programs*
    - *Community benefits and respect for archaeology resources on North Bank*
  - June 8, Port of Portland Board of Commissioners
    - *Access to and from Marine Drive is as important as balancing overall height of the bridge with PDX and river navigation needs*
    - *Centering equitable outcomes is essential*
  - June 14, Port of Vancouver Board of Commissioners
  - June 14, C-TRAN Board of Directors

Interstate BRIDGE Replacement Program

June 15, 2022

11

Attachment B:
Summary of IBR Program Commitments

Developing Program Commitments

- **The Modified LPA is a foundation for what to study in the SEIS.**
- **The program is developing a list of commitments for future work and/or analysis:**
  - Active Transportation
    - *Provide active transportation connections to HCT stations*
  - Climate/Sustainability
    - *Prioritize a high level of sustainable design and construction practices*
  - Community
    - *Authentically engage with advisory groups in all major program decisions*
  - Contracting/Construction
    - *Set targets to achieve DBE utilization and workforce diversity.*

Interstate BRIDGE Replacement Program

Developing Program Commitments

- Design
  - *Aesthetically pleasing, cost efficient, and sustainable.*
- Equity
  - *Accountability tracking tool and Equity Framework reporting.*
- Finance Plan
  - *Refining costs and revenue estimate, including federal, state, and local funding.*
- Freight
  - *Ensure auxiliary lane design, interchanges, and bridge configuration meet freight needs.*
- Tolling
  - *Prepare an Equity Report to assess the impact of tolls on low-income travelers.*
- Transit
  - *Work with partner agencies to optimize transit network.*

Interstate BRIDGE Replacement Program