

MEMORANDUM

DATE: June 26, 2023

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

CC: Shannon Williams, Senior Planner; Angélica Martínez, Associate Planner; Rebecca Kennedy, Deputy Director, Community Development Department

RE: **Fourth Plain for All Investment Strategy**

This memo is intended to provide an overview of the planning process for the Fourth Plain for All Investment Strategy, with a focus on an overview of engagement activities to date and a preliminary list of potential short-term and long-term investment options. A fourth City Council workshop is scheduled for August 21, 2023, which will focus on the investment strategy draft.

Introduction

The American Rescue Plan Act (ARPA) was passed in 2021 to deliver immediate relief for American workers and families and build a bridge to an equitable economic recovery. On November 15, 2021, the Vancouver City Council endorsed an investment framework for the City's allotment of ARPA funds that allocates around 75% of the total funds to the Fourth Plain area in central Vancouver, or approximately \$30 million. This funding will focus on the largest, most socially and economically vulnerable areas in Vancouver that have experienced disproportionate health and economic impacts from the COVID-19 pandemic.

The Fourth Plain for All project aims to co-create a 10-year investment strategy with the local community that incorporates the dedicated ARPA funding, as well as prepares the City to take advantage of other future funding sources and opportunities to continue advancing equity, safety, mobility, access to jobs and services, a thriving small business ecosystem, and improved parks and open spaces for the Fourth Plain community.

Community Engagement Process

Community input will be instrumental to the creation of the investment strategy which aims to concentrate resources to make a lasting impact for the people who live and work within nine (9) established central Vancouver neighborhoods: Bagley Downs, Van Mall, Meadow Homes, Central Park, Maplewood, Rose Village, Fourth Plain Village, Ogden, and Walnut Grove. The project includes two main phases of engagement, though opportunities for feedback are ongoing throughout the first half of this year.

The community engagement strategy includes a diverse set of actions and activities including community-wide outreach (postcards, social media posts, surveys, Hello Lamp Post signs) and more targeted outreach that allows for more detailed back-and-forth conversations between the community and project team (stakeholder briefings, small group meetings, in-person canvassing, tabling at community events). In order to foster more in-depth conversations with key stakeholders in the community, the project team hired project ambassadors and created an Investment Strategy Committee (ISC), which is comprised of a diverse set of 15 community members, including

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residents, business owners, multiple youth members, neighborhood association members, and representatives from multiple culturally-specific and community-based organizations whose work focuses on supporting the Fourth Plain community.

Phase 1

Phase 1 (February-April 2023): Discussions with the community focused on understanding the current challenges, needs and hopes of the Fourth Plain community. This input was used to create a list of potential investment options.

Based on discussions with the ISC and community feedback during Phase 1 engagement, the project team has highlighted five key categories of potential investment options:

- Community building & public health
- Economic development
- Parks and public spaces
- Housing
- Transportation and safety

Phase 2

Phase 2 (May-July 2023): The project team is taking the list of potential investment options compiled from Phase 1 back out to the community to:

- Confirm that staff interpreted input from Phase 1 correctly and created investment options that the community would like to see implemented.
- Invite the community to help prioritize projects and programs that they would like to see implemented using ARPA funding between now and 2026. This has included participatory budgeting activities and input will be used to create the final Investment Strategy.

In Phase 2 the project team dedicated ISC meeting #3 for a participatory budgeting exercise where ISC members allocated funding among the five key investment categories that were informed by Phase 1 engagement. ISC members selected housing as the top investment priority, followed by community building and public health, parks and public space, economic development, and transportation and safety.

Community-wide engagement activities conducted during Phase 2—including a public open house and jar voting activities at community events—showed a strong alignment in terms of priority investment areas as compared to results from the ISC’s participatory budgeting exercise. Additional feedback on investment priorities will be gathered through an updated survey and continued engagement with the community.

Short-Term Investment Strategy

Short-term investment strategy actions will include projects prioritized by the community that will use ARPA funds and will be implemented before the end of 2026. The short-term investment project list will be informed by Council feedback, input from Phase 2 engagement activities, and the investment evaluation criteria, which was co-created with the ISC. Potential short-term investment options include:

- Housing: Land acquisition, affordable housing project financing, homeownership and wealth building programs.
- Parks & Public Space: Improvements to existing parks, community gathering spaces.
- Community Building & Public Health: Community grants and training programs, support for kids and education, support for childcare programs, mental and behavioral health rapid response.
- Economic Development: Small business support & stabilization and small business incubator program.

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- Transportation: Neighborhood traffic calming, safety, and accessibility improvements, and improved lighting.

Long Term Investment Strategy

The long-term investment strategy will define investment options that may be implemented over approximately the next 10 years and are dependent on securing funding and capacity to implement. Potential long-term investment options support or expand projects on the short-term investment strategy and are included as a long-term investment because they are either not eligible or feasible under ARPA or because they are desired investments that the community ranked lower in priority.

Timeline and Next Steps

The project team will continue to collaborate with the ISC to refine the list of projects for the short- and long-term investment strategy. Community engagement will continue through mid-July 2023 to help refine investments to be included in the final investment strategy, which is expected to be completed August 2023.

The overall timeline for this project is as follows:

- July 2023: Phase 2 engagement ends
- July-August 2023: Draft investment strategy
- August 21, 2023: Council workshop to present investment strategy draft
- August-September 2023: Bring final investment strategy to Council for approval
- September 2023 thru 2026: Implement ARPA-funded investments
- 2027 and beyond: Seek funding and partners to implement long-term investment

Attachments:



Fourth Plain for All Proposed Investment Strategy

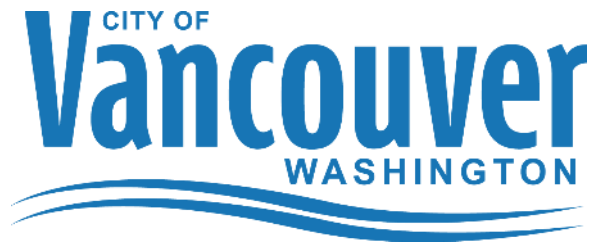
Shannon Williams, Senior Planner, City of Vancouver

Ryan Farncomb, Parametrix

Monica Santos-Pinacho, PointNorth

Rhey Haggerty, Cascadia Partners

Vancouver City Council Workshop | July 10, 2023



Fourth
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Investing in Our Future

Agenda

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- Project Background and Overview
- Community Engagement Summary
- Proposed Short-Term Investment Strategy
- Long-Term (10-Year) Investment Strategy Approach
- Next Steps
- Discussion

Meet the Team

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Shannon Williams
Project Manager



Ryan Farncomb
Consultant PM



Nadine Appenbrink
Investment
Strategy



Monica Santos-Pinacho
Engagement Lead



Victor Tran
Housing and
Development



Angélica Martínez
City Planner



Eddie Montejo
Engagement and
Planning



Erin David
Investment
Strategy



Jennifer Lutman
Engagement
Coordinator



Rhey Haggerty
Housing and
Development



POINT**NORTH**

Investment Area

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Investment Area

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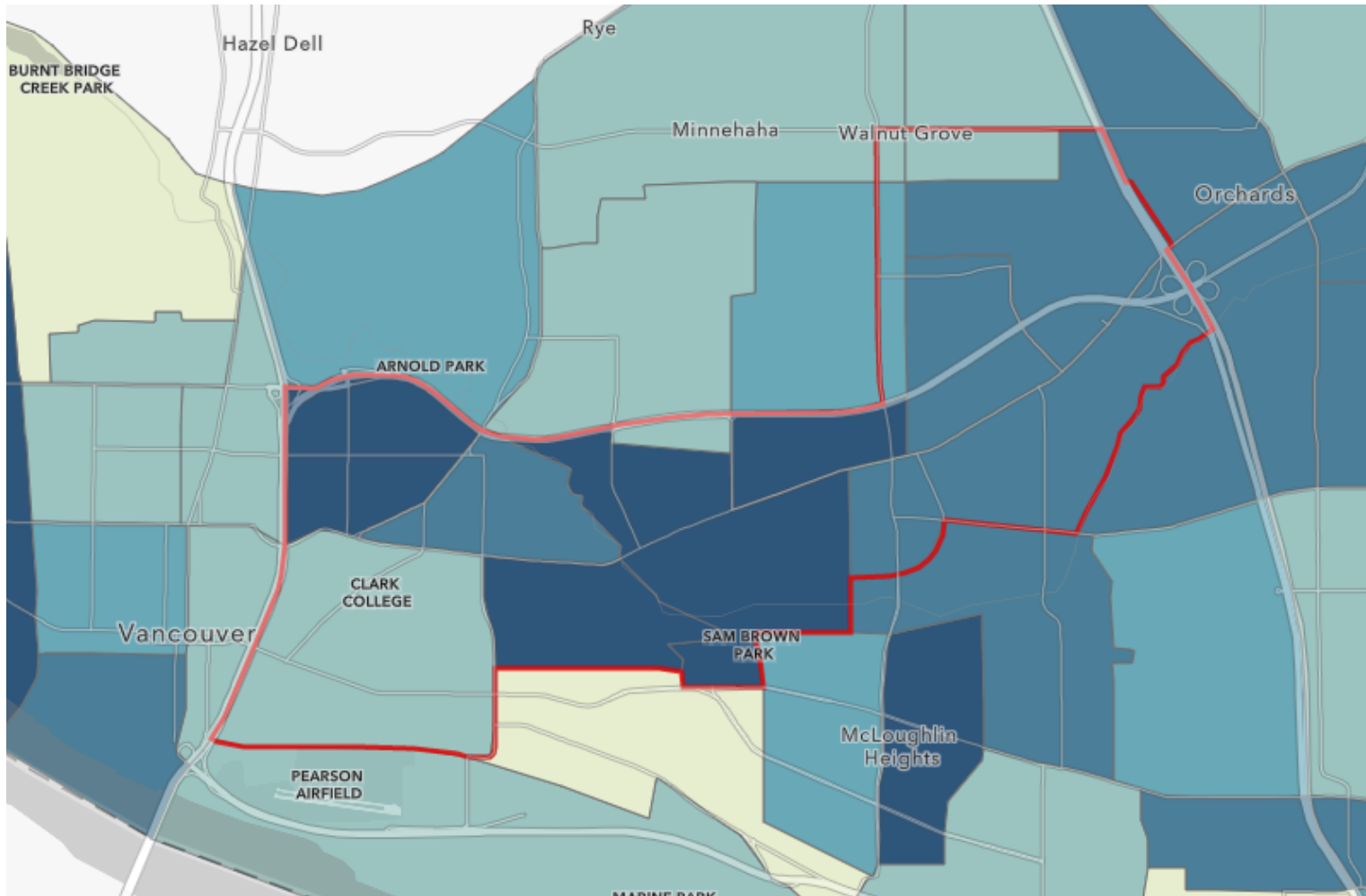
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Legend

 Project Boundary

Equity Index 2020 Census

 Highest
 High
 Average
 Low
 Lowest



Funding & Limitations

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- Total amount: ~\$30 million of American Rescue Plan Act (ARPA) funds
- Must be *obligated* by end of 2024 and *spent* by end of 2026
- Funds can be spent on a wide variety of investments.
- Key considerations:
 - There must be a negative public health or economic impact resulting from or made worse by COVID; and
 - The use of funds must be reasonably used to address the impact

Vision Statement

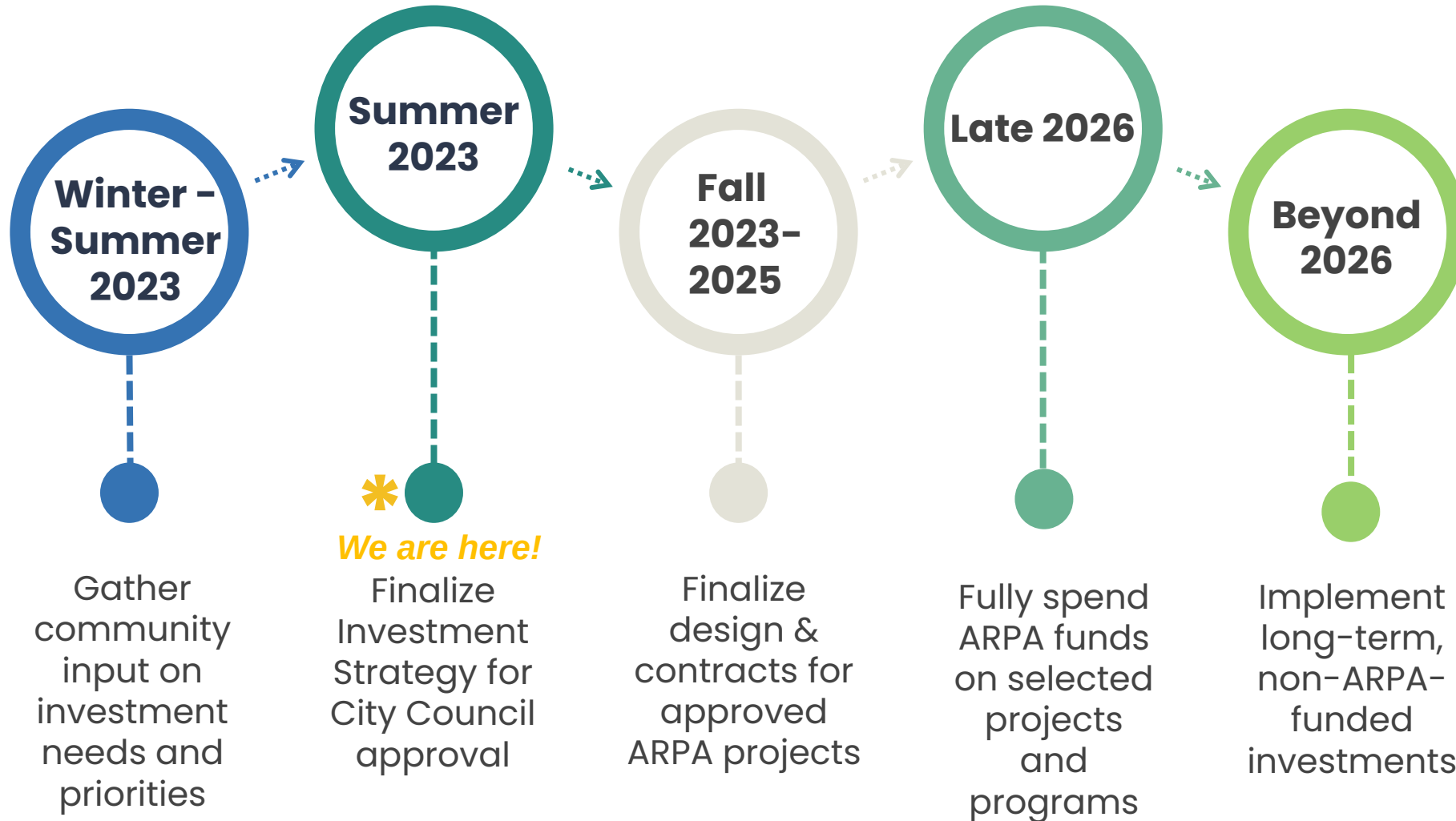


Through continued investment, the people who live, work, and go to school in our community are **healthy, safe, and have greater access to opportunities**. Our ties to one another are strengthened through spaces to celebrate diverse cultures. People feel safe and are safe – whether walking, taking the bus, or visiting a park. Our neighborhoods are not only a local hub, but an international district that people love to visit – **a Fourth Plain For All.**

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Project Timeline



Community Engagement Summary

Engagement Phases

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Phase 1 (February to April 2023): Refine understanding of needs, challenges, opportunities to inform vision, goals, and potential investment options

Phase 2 (May to July 2023): Confirm and prioritize the investments to move forward with, both now with ARPA funding and over the next 10 years

Investment Strategy Committee (ISC) and Engagement Phases

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Phase 1

Meeting #1 (March 21): Define vision & inform Investment Strategy goals

Meeting #2 (April 27): Discuss investment options that address vision and goals, evaluation criteria, long and short term impacts

Phase 2

Meeting #3 (May 30): Review refined investment options; participatory budgeting exercise to aid in setting priorities

Meeting #4 (June 27): Review Draft Investment Strategy

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Investment Evaluation Criteria

Community & ISC Support

**Supports
Vision &
Goals**

Clearly supports
project goals
and helps realize
the vision

**Promotes
Equity**

Supports
underserved or
marginalized
people and
businesses

Feasible

Meets ARPA
requirements
and can be
accomplished
by 2026

**Cost
Effective**

Makes good
use of catalytic
public funds

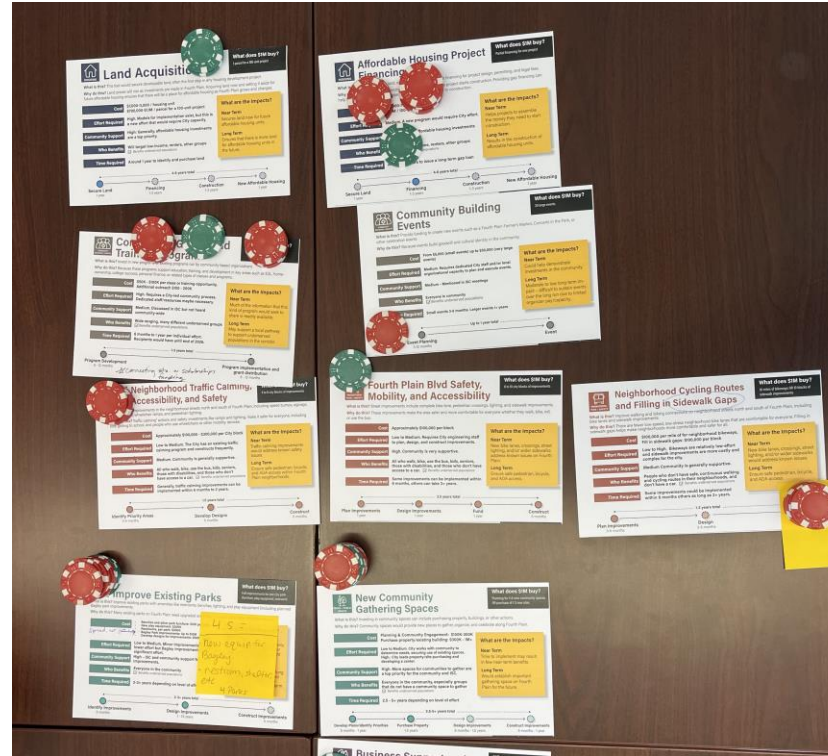
**Minimizes
Risk**

Limits
unknowns, has
a clear path to
implementation

ISC Meeting #4: June 27

Purpose: Review Draft Investment Strategy; discuss outcomes and specific programs

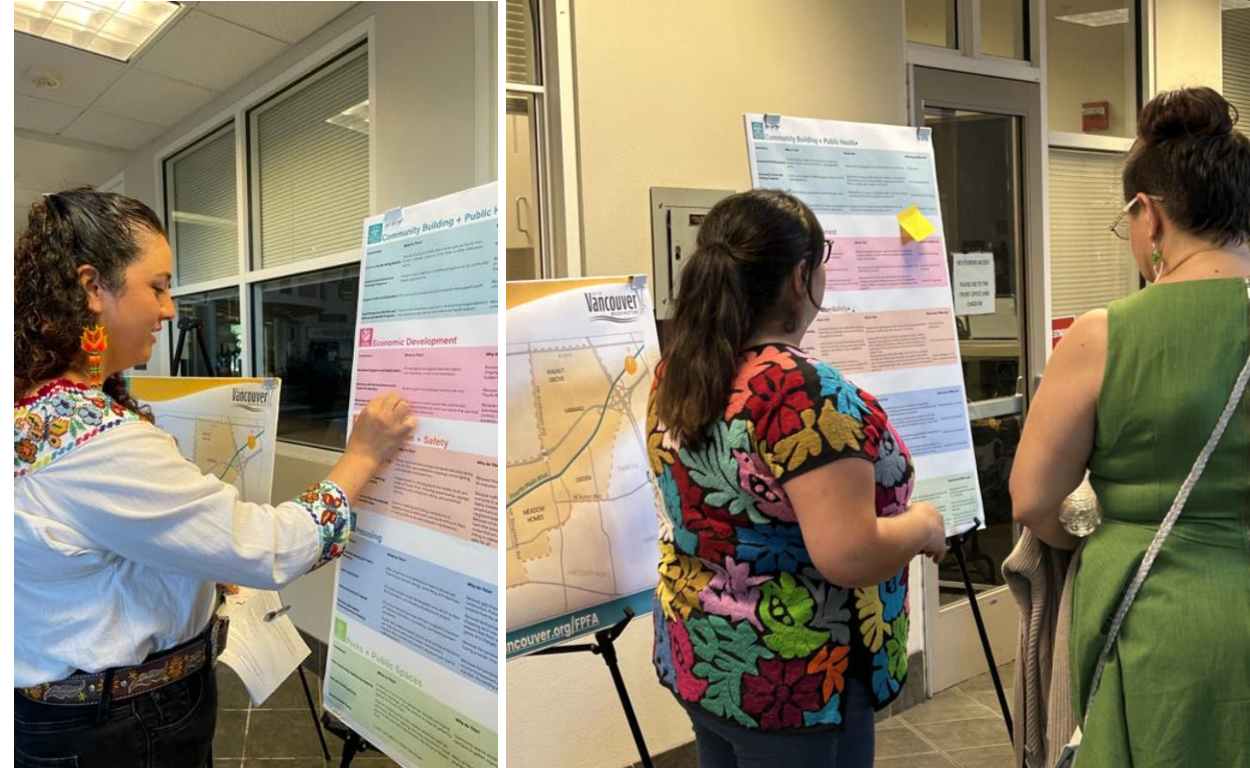
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Public Open House – June 3, 2023

- Activity focused on categories only, not specific investments
 - Information was shared about types of investments within each
- Similar trends in terms of priority investment areas as compared to ISC



Phase 2 Community Engagement

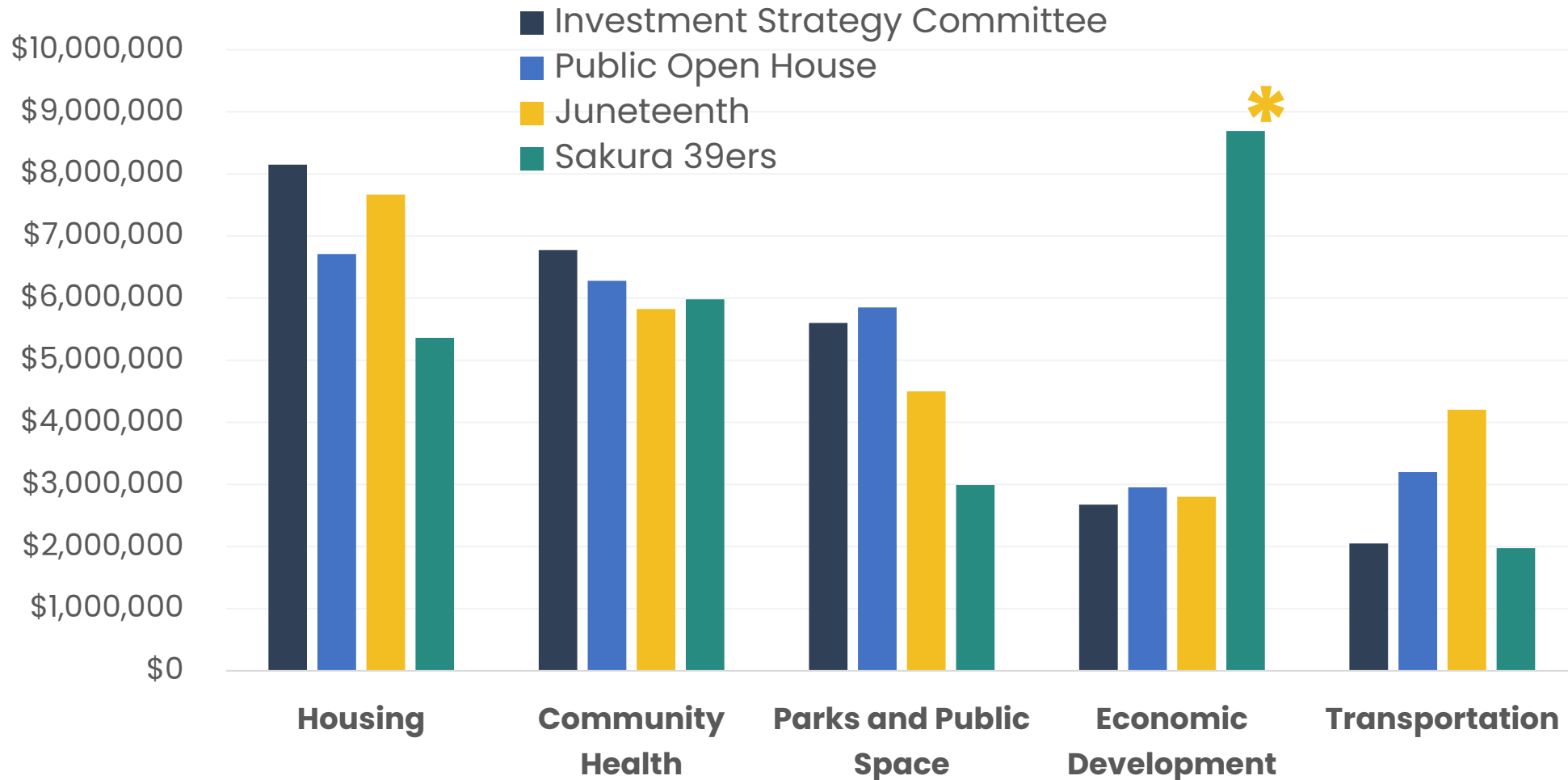
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Community Event Tabling

- Bagley Downs Neighborhood Assoc.: June 7
- Juneteenth Freedom Celebration: June 17
- Sakura 39ers – 2nd Anniversary Celebration: June 24



Alignment in Priorities



* Note: **Economic Development** received many 2nd and 3rd place votes at this event.

Community Health was the top priority by 1st place votes.

Short Term Investment Strategy

Short Term Investment Strategy

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- Priority Projects and Investments using ARPA funds
- Funding must be used before end of 2026
- Investment may represent first step toward larger effort

How We Got Here

- Evaluation Criteria, informed by Vision and Goals
- Council Feedback and Priorities
- ISC and Community Budgeting Workshop
- Public Open House and Community Budgeting
- ARPA Feasibility/Eligibility

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Investment Evaluation Criteria

Community & ISC Support

**Supports
Vision &
Goals**

Clearly supports
project goals
and helps realize
the vision

**Promotes
Equity**

Supports
underserved or
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people and
businesses

Feasible

Meets ARPA
requirements
and can be
accomplished
by 2026

**Cost
Effective**

Makes good
use of catalytic
public funds

**Minimizes
Risk**

Limits
unknowns, has
a clear path to
implementation

Potential Short-Term Investment Options

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Economic Development

- Small Business Support & Stabilization
- Small Business Incubator

Parks & Public Space

- Improve Existing Parks
- Community Gathering Spaces

Transportation

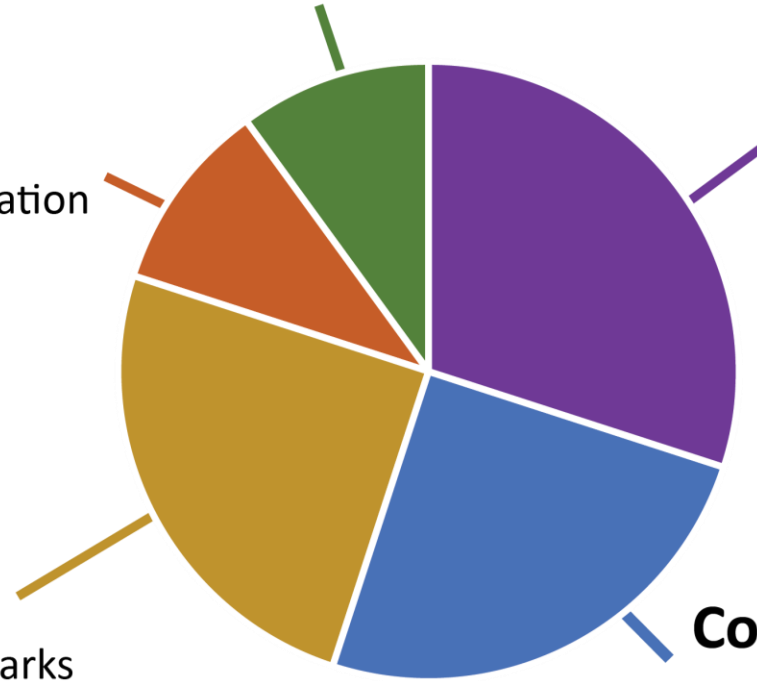
- Traffic Calming, Safety, and Accessibility Improvements
- Lighting

Housing

- Land Acquisition
- Affordable Housing Project Financing
- Homeownership Programs

Community Building & Public Health

- Community Grants/Training
- Support Kids/Education
- Mental/Behavioral Health Support



Housing

Land Acquisition

- Identify sites and conduct site-specific due diligence
- Determine holding strategy and disposition strategy

Affordable Housing Project Financing

- Determine funding rules and evaluate projects
- Sign and secure agreements

Homeownership and Wealth Building Programs

- Determine partner organizations to implement programs
- Sub-grant funds, support in implementation and outcomes reporting

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Parks & Public Space

Improve Existing Parks

- Bagley Park Playground
- Restrooms, Shelters, Lighting, Trash Cans

Community Gathering Spaces

- Support for youth, multi-generational, multicultural spaces
- May include programming support for existing spaces

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Community Building & Public Health

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Community Grants and Training Programs

- Support education, training, and development in key areas such as ESL, homeownership, college success, and personal finance

Support for Kids and Education

- Support youth programs and explore partnerships to improve outcomes related to education
- Support childcare programs

Mental/Behavioral Health Community Response Team

- Mobile crisis intervention to provide access for mental and behavioral health services
- Work with partners and providers to support program implementation

Economic Development

Small Business Support & Stabilization

- Funding for technical and financial assistance to businesses

Small Business Start-up Support

- Funding to help with formation of businesses, including market studies, resource fairs, business plan development

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Transportation

Neighborhood Traffic Calming, Safety, Accessibility, and Improved Lighting

- Identify specific safety projects and locations
- Develop designs and advance construction

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Investment Strategy Refinement

Critical Questions:

- What does success look like?
- What specific projects, programs and improvements would the Council and community members like to see?
- What's missing?

August Meeting: Draft Investment Strategy



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Long-Term Strategy

Long Term Investment Strategy

- Investment priorities beyond ARPA
- Approximately 10-year timeline
- Dependent on funding and capacity

What's Included:

- Continued support or expansion for short-term investments
- Priority investments not eligible/feasible under ARPA
- Desired investments that are lower in priority



Next Steps

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Next Steps

- **July 2023:** Phase 2 engagement ends
- **July–August 2023:** Draft investment strategy
- **August 21, 2023:** Council workshop to present investment strategy draft
- **August–September 2023:** Bring final investment strategy to Council for approval
- **September 2023 thru 2026:** Implement ARPA-funded investments
- **2027 and beyond:** Seek funding and partners to implement long-term investments



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Thank You!

To learn more, visit www.beheardvancouver.org/fpfa

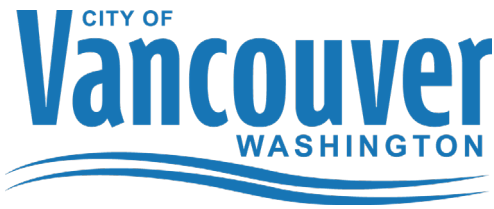




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Council Discussion



MEMORANDU

DATE: July 10, 2023

TO: Mayor McEnerny-Ogle, City Council

FROM: Eric Holmes, City Manager, City Manager's Office

CC: Kate Drennan, Principal Planner, Community Development Department; Rebecca Kennedy, Deputy Director, Community Development Department

RE: **Vancouver TSP Modal Networks, Project List, and Street Typologies**

Introduction

The Vancouver Transportation System Plan (TSP) workshop will primarily cover the TSP project list and its prioritization. The team will first revisit the transportation modal networks, previously reviewed with Council, as table setting for introducing the project list. To assist in readability, the Project Team has created five geographies across the city to display the modal networks and uses the same geographic zones to display project maps (*see attachments*). While most of this workshop focuses on the TSP project list and its prioritization, the Project Team will also briefly share information about upcoming work to create street typologies and update street standards.

Modal Networks

The modal networks include: the pedestrian, bicycle and small mobility, transit, and freight networks. Updates to parking policies after collaboration with the parking team are also included in this discussion. The modal networks set the vision for investments in walking, rolling, transit speed and reliability treatments, and freight access. The networks for each mode of transportation provide a framework for policy, programs and capital investment over the next two decades. The networks set a vision for a density of corridors that feel safe and comfortable for people moving outside of personal vehicles and help direct investment and design to achieve the goal of safe and comfortable facilities for all users. The walking and bicycle and small mobility networks are the basis for the capital project list (discussed below) that will be integrated into the TIP.

TSP Project List

The modal networks define the long-term vision for supporting different types of transportation mobility throughout the city. The [NACTO standards](#) endorsed by Council, along with the forthcoming update to the street standards provide guidance on facility design on a given road type. The delta between the roadway cross section today, guidance such as the pedestrian

crossing policy, and the proposed modal networks for walking and bicycle and small mobility lead to the identified projects on TSP project list. The list is long and ambitious because of the ambitious goals and policies identified in the Vancouver TSP; however, a prioritization framework is used to identify the highest priority locations and determine the phasing of capital projects. Locations are prioritized by criteria that include consideration of the City's Equity Index map, collision rates and severity, access to essential places (a close proxy for density), and future growth areas (linked to Comprehensive Plan centers). The phasing prioritization considers whether there are upcoming paving program projects on a corridor, if there are coordination opportunities with other agencies, if it can fill an identified gap in an existing pedestrian or small mobility network to create a 'quick win', or if there are environmental or right-of-way impacts that may add time and cost complexity.

Through consideration of these factors, the project list has been organized into near-, medium-, and long-term timing. When Council endorsed this prioritization framework, Council expressed a desire to maintain flexibility to advance specific high-priority projects that may face high complexities and cost. The draft project list is a living document, and Council and Staff will have the ability to move projects up or down, and advance high-priority projects to the near-term Transportation Improvement Program (TIP) through the annual update.

Street Typologies

As part of the TSP update, the Project Team is creating street typologies to inform the form and function of roadways throughout the city. Street typologies are a policy framework that considers the adjacent land uses of a roadway in addition to functional classification – a traditional assignment of roadway type that considers speed, vehicle volume, and purpose. A street typology framework is useful because it recognizes that a roadway classified as a 'collector' may require a different cross-section when it serves a small commercial district versus one that is lined by low-density residential homes. The typologies framework will create a menu of design options for a roadway, meant to provide policy guidance in capital and maintenance projects and subarea plans. These typologies set the policy to guide the update to Vancouver street standards. The street standards are the detailed designs for each street typology, including elements of required cross sections and design speeds. This workshop introduces the concept of street typologies and informs Council about work the Project team is undertaking in late summer and fall to create the typologies and update the existing street standards.

Next Steps

This is the final workshop focused on standalone elements of the Transportation System Plan. Future workshops will focus on the Draft Plan and on feedback collected during the public comment period– tentatively planned for mid-September to mid-November. In the interim, the Project Team will continue to engage the Transportation and Mobility Commission on elements such as the street typologies and standards update.

Memo Title

Date

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Attachment(s):

PDF: Bicycle and Small Mobility Network Maps

PDF: TSP Capital Project List Handout

Memo: 220912 WS TSP Project Prioritization

Kate Drennan, Principal Transportation Planner, Community Development Department

Kate.Drennan@cityofvancouver.us, (360)487-7959



Transportation System Plan Update

City Council Workshop

July 10, 2023



Kate Drennan

Principal Transportation Planner
Community Development Department

Stephanie Wright

Principal
Nelson\Nygaard Consulting

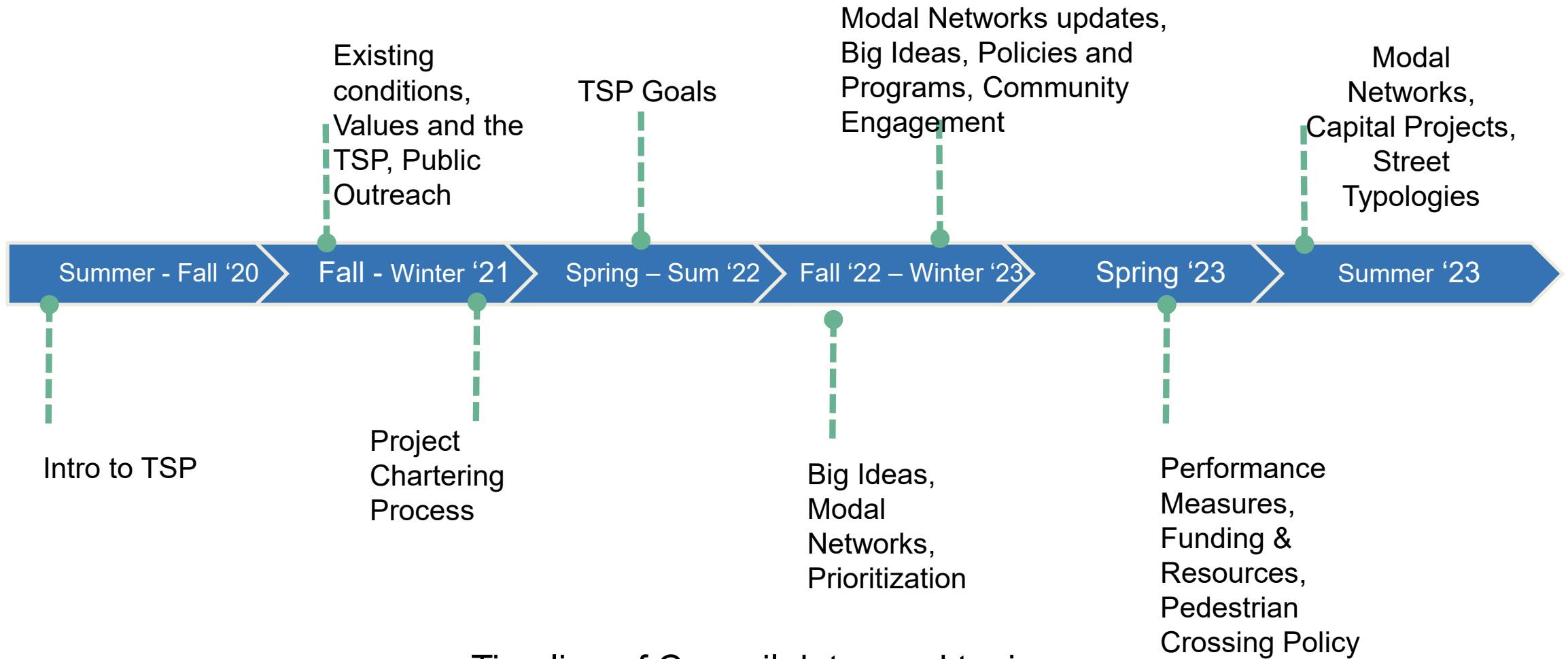
Agenda

Presentation purpose: gather feedback on the following Transportation System Plan elements:

- Modal networks
- Capital projects
- Street typologies



Prior Council Review



Timeline of Council dates and topics

TSP Chartering Process

Project Phase	Elements	Council and TMC Action	Completed Dates/Tentative Dates
Project Baseline	- State of mobility - Existing conditions - Vulnerability analysis - Community input	TMC review	Jan 5, 2021; Mar 2, 2021; Jun 1, 2021; Jul 6, 2021
		Council workshop	Jun 14, 2021
Values and Goals	- Enhanced Transit Corridor analysis - Community input on project values and associated project opportunities	TMC review	Sep 7, 2021; Jan 4, 2022
		Council workshop	Apr 25, 2022
Final Goals and Priorities	- TSP Goals - Project prioritization process	TMC review	Mar 1, 2022; Jul 5, 2022; Sep 6, 2022
		Council workshop	Jul 18, 2022; Sep 12, 2022
		Council resolution	September 26, 2022
Solutions	- Policies and programs - Modal networks	TMC review	Jul 5, 2022; Sep 6, 2022; Dec 6, 2022
		Council workshop	Jul 18, 2022; Sep 12, 2022; Jan 9, 2023
		Council resolution	January 2023
Implementation Guidance	- Street typology and standards update - Pedestrian crossing policy - Performance measures - Funding recommendations	TMC review	March 7, 2023; May 2, 2023; June 6, 2023
		Council workshop	May 22, 2023
		Council resolution	May/June 2023
Plan Adoption	- Review of draft plan - Community input on draft plan - Plan adoption	TMC action item	September 5, 2023; December 5, 2023
		Council workshop	July 10, 2023; October 9, 2023; November 20, 2023; December 4, 2023
		Council resolution	December 18, 2023

Alignment with Universal Policy Priorities



Climate

Our transportation system helps to reduce our impact on the climate and our natural environment.



Equity

Transportation in Vancouver supports the needs of all and investment counteracts historic and current inequities.



Safety

Our transportation system keeps people safe when they walk, roll, bicycle or use other small mobility devices, take transit, or drive.

Modal Networks



**Low-Stress
Active
Transportation
Networks**



**Enhanced
Transit
Network**



Parking



Freight

Modal Networks

Focus on policy, programs, and capital projects

- Walking and Rolling
- Bicycle and Small Mobility

Focus on policy and programs

- Transit
- Freight
- Parking

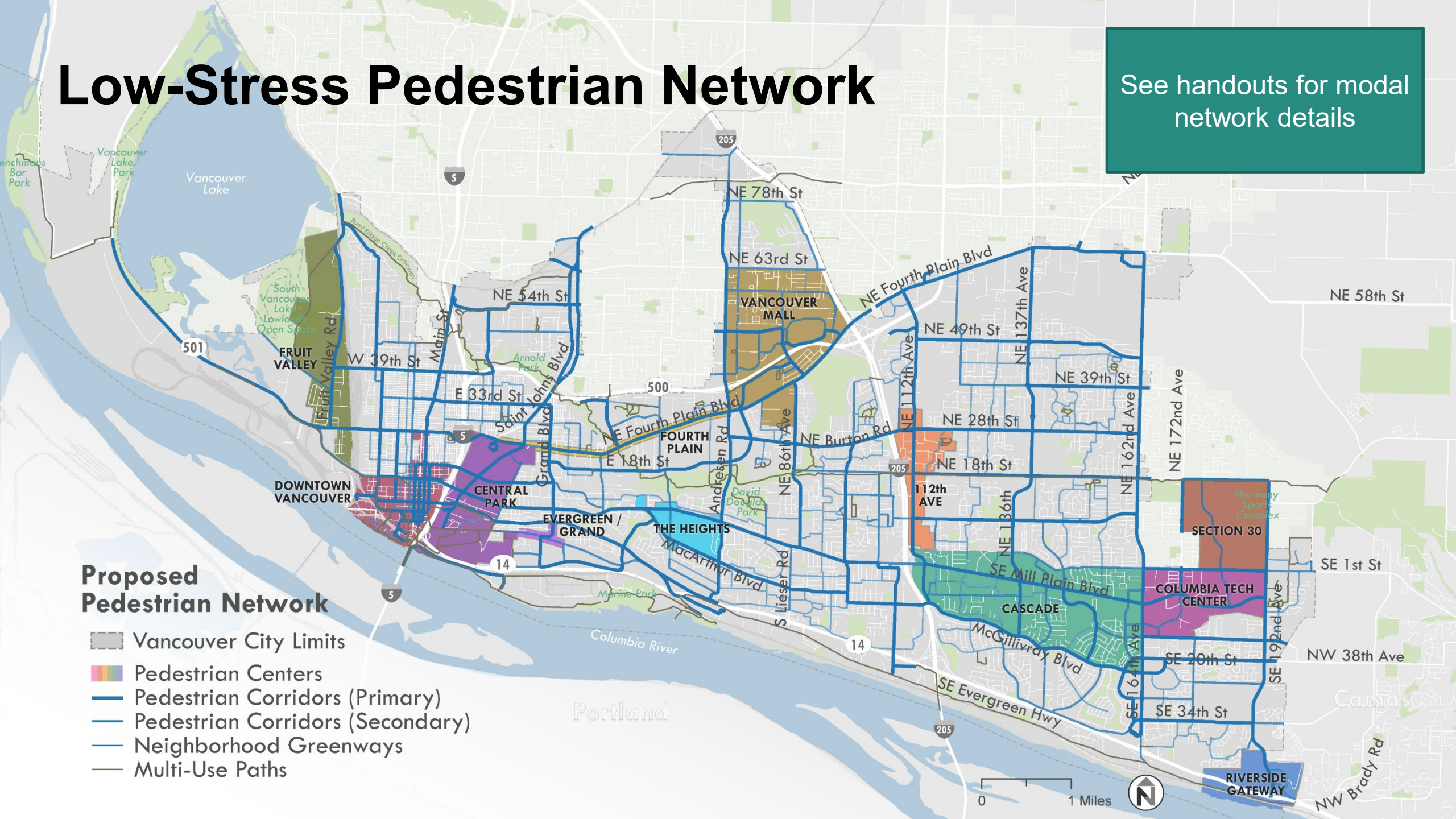
Networks for each type of multimodal transportation provide a framework for policy and capital investment.

Low-Stress Pedestrian Network

See handouts for modal network details

Proposed Pedestrian Network

- Vancouver City Limits
- Pedestrian Centers
- Pedestrian Corridors (Primary)
- Pedestrian Corridors (Secondary)
- Neighborhood Greenways
- Multi-Use Paths



Low-Stress Bike and Small Mobility Network

Proposed Bicycle and Small Mobility (BSM) Network

- Vancouver City Limits
- Vancouver UGA

PROPOSED BSM NETWORK*

- Protected BSM Lanes
- Buffered BSM Lanes
- BSM Lanes
- Neighborhood Greenways
- Multi-Use Paths
- Unpaved Trails

*Routes that are currently low-stress are indicated with a solid line, while routes that are proposed as low-stress facilities are indicated with a dashed line.

CLARK COUNTY PLANNED BICYCLE NETWORK

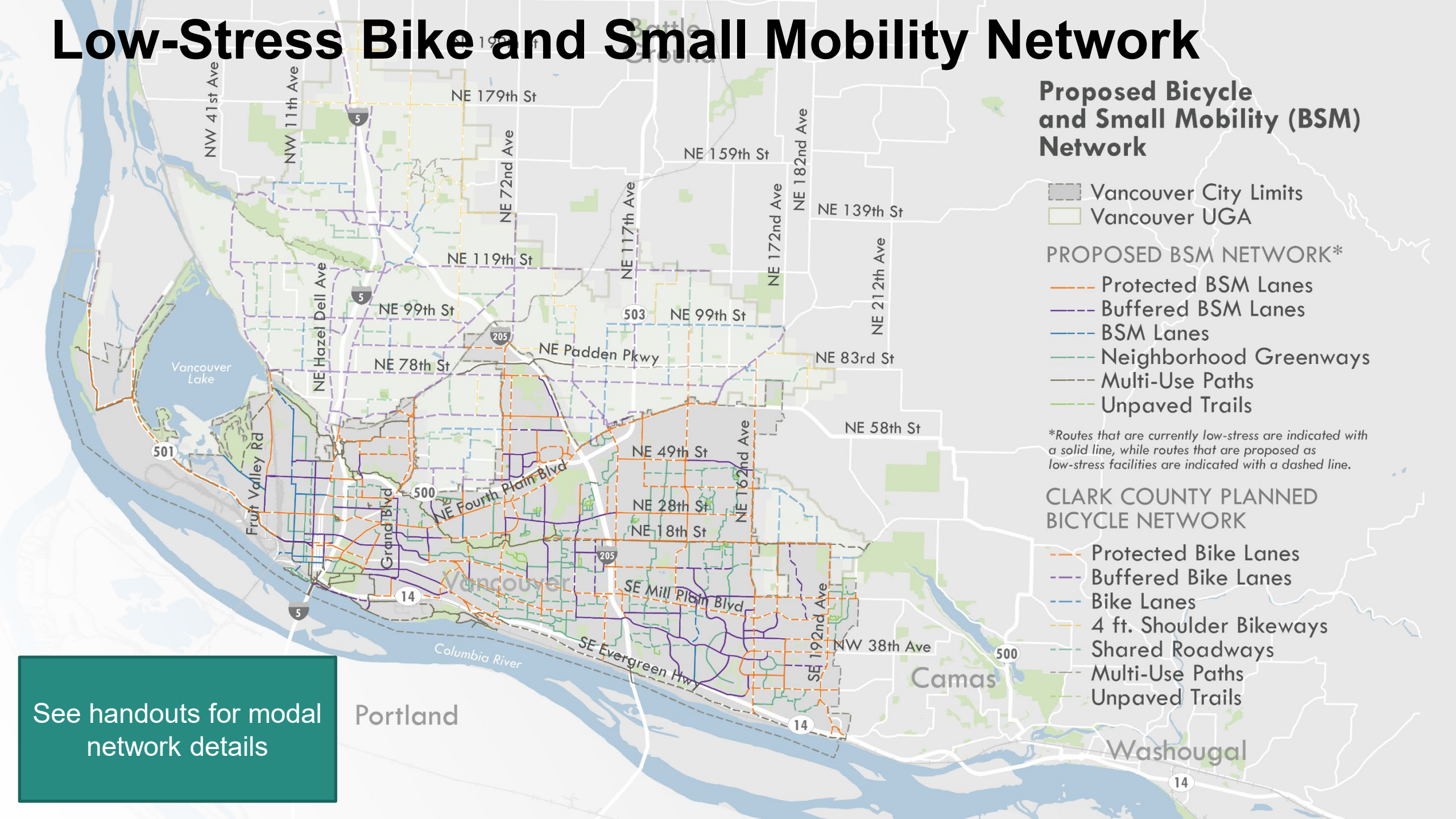
- Protected Bike Lanes
- Buffered Bike Lanes
- Bike Lanes
- 4 ft. Shoulder Bikeways
- Shared Roadways
- Multi-Use Paths
- Unpaved Trails

See handouts for modal network details

Portland

Camas

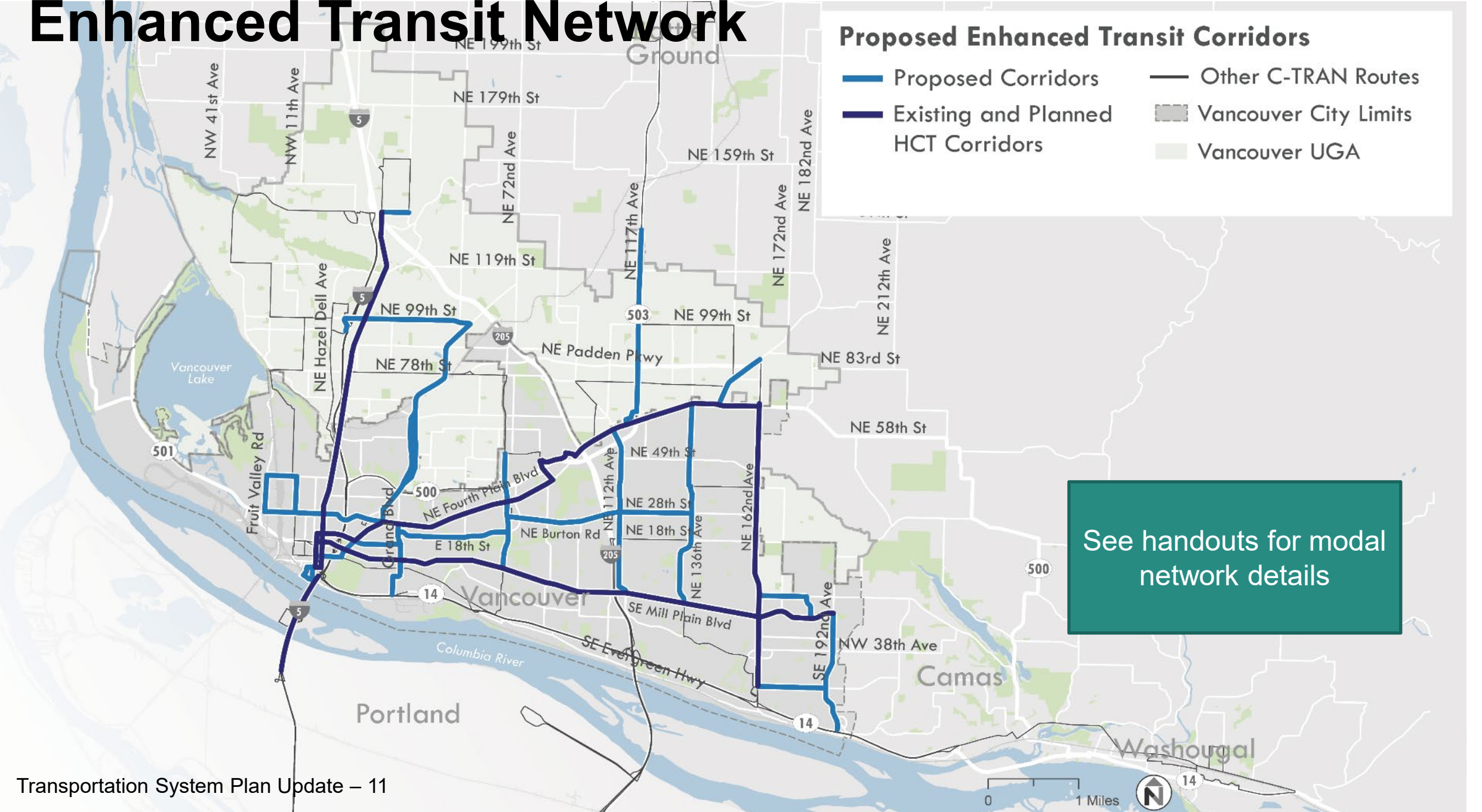
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From Networks to a Capital Project List

- Designated networks define the long-term vision and lead to capital projects for pedestrian and Bike/Small Mobility
- The TSP provides facility selection policies, design standards, and targets
- Prioritization identifies highest priority locations and determines phasing of capital projects

Enhanced Transit Network



Parking

Right-Size and Manage Parking

- Key objectives
 - Provide access to key destinations
 - Support a growing local economy
 - Allow highest and best use of scarce land
 - Leverage multimodal investments
 - Reduce SOV trips and congestion to meet climate goals through incentives to take transit, walk, bike, or carpool
- Implement city-required and employer-based TDM efforts to mitigate driving trips, meet GHG goals, address transportation inequity, and boost job satisfaction

Parking

Well-managed and right-sized parking helps the City leverage its biking, walking, and transit investments. Parking reform areas will be prioritized:



- In employment centers identified in the Comprehensive Plan



- In and along pedestrian centers and corridors



- Along the enhanced transit network



- In residential areas adjacent to managed parking zones

Transportation Demand Management

Enhance programs and requirements to reduce vehicle trips and meet GHG goals

- Key Objectives
 - Implement city-required and employer-based TDM programs
 - Refresh and expand the CTR program to improve effectiveness and respond to new travel patterns
 - Provide programs to address transportation equity and access needs

Freight

Establish Freight Network

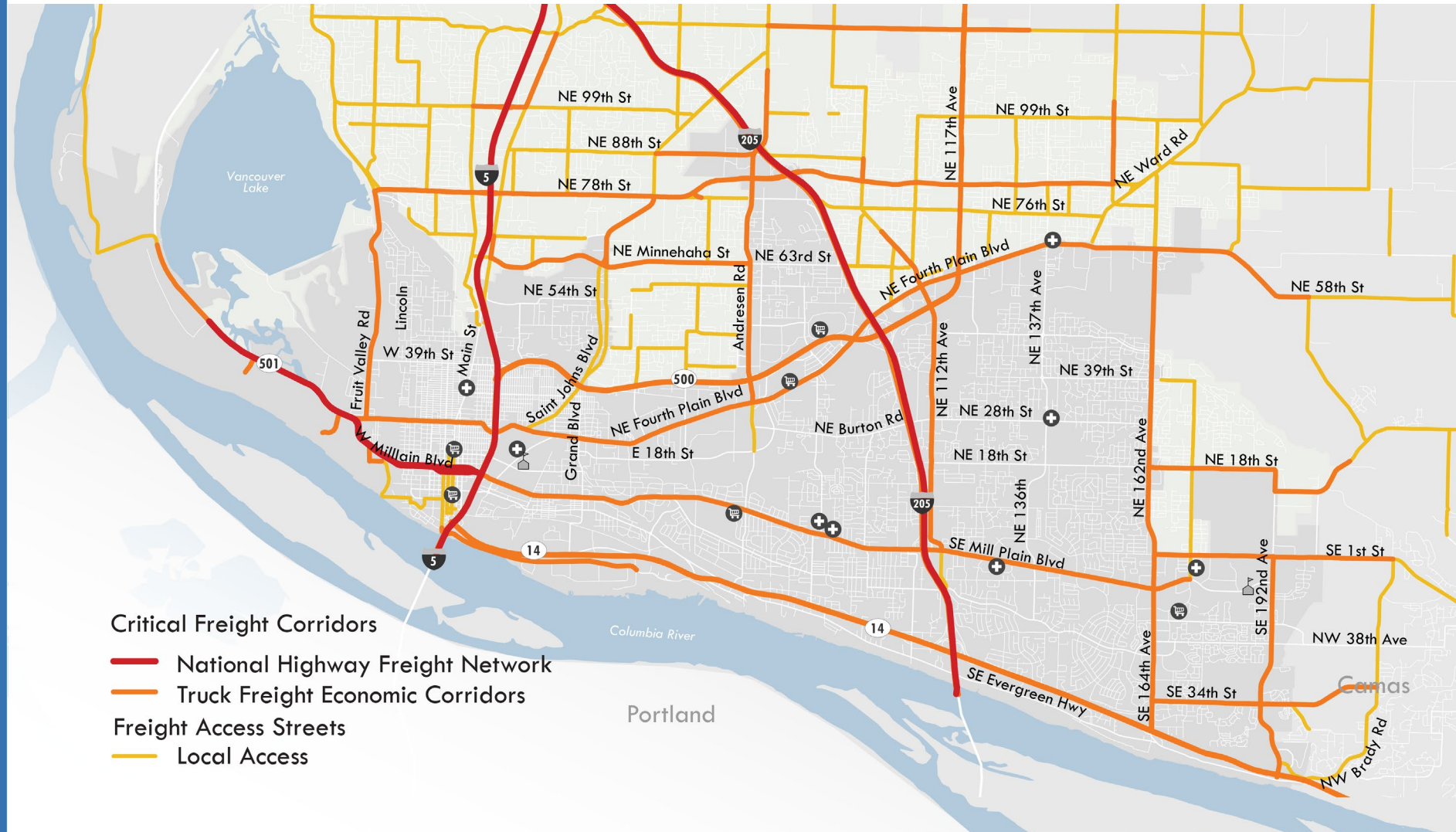
- Key Objectives
 - Identifies freight moving through the area
 - State & regional planning consistency
- Corridor Designation Process
 - Reviewed National, State, Regional Networks and Designations
 - Considered Local Gaps, Use, and Needs
 - Identify the Freight Network

Freight Network Designations

- Two designations that address different objectives
- Critical corridors – Important for through traffic to maintain mobility for regional or national connections
 - Nat. Hwy Freight Network (FAST)
 - Truck Freight Economic Corridors
- Other (lower tier) corridors - Primarily serve local connections and access to/from regional system
 - T3, T4 based on annual tonnage

Freight

Freight Corridors Map

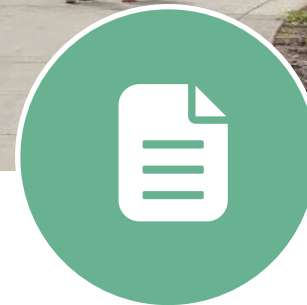


Questions or comments?

TSP Capital Projects



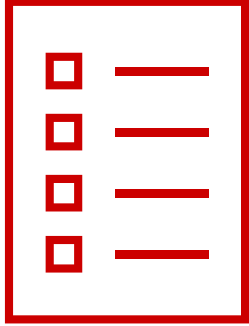
Map



Examples

Capital Projects

TIP Projects



- Mix of programs, roadway projects, complete streets

TSP Projects



- Walking and Small Mobility investments

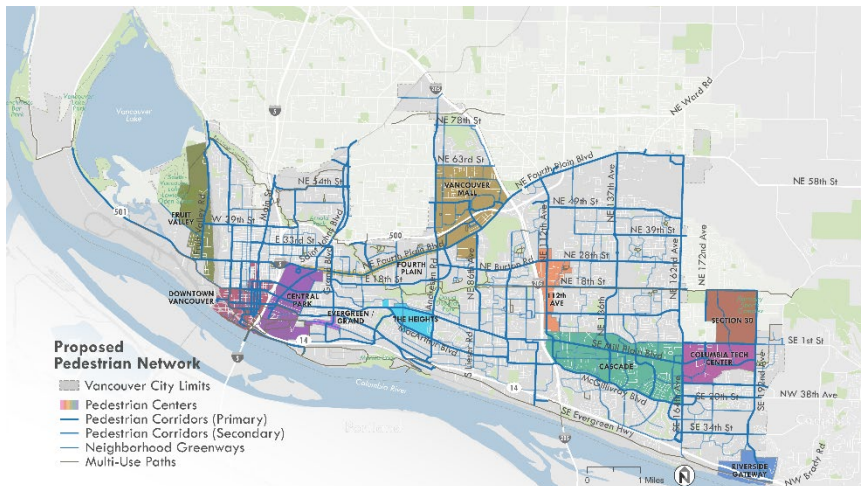
Creating the TSP Capital Projects

Future low-stress small mobility network



Existing Conditions

Future low-stress pedestrian network



- The delta – what needs to change from today to tomorrow
- Turns into project list

Typical Capital Projects

- Making existing Bike /Small Mobility facilities more comfortable for a larger market
- Adding new Bike / Small Mobility facilities
- Filling sidewalk gaps
- Adding crossings that meet City's updated crossing policy

Types of Crossings

Level 1



Level 2



Level 3



TSP Capital Project Summary

Project Summary

229 projects

Bike/ Small Mobility: 33	Ped: 8	Both 188
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Sidewalk infill (linear miles)

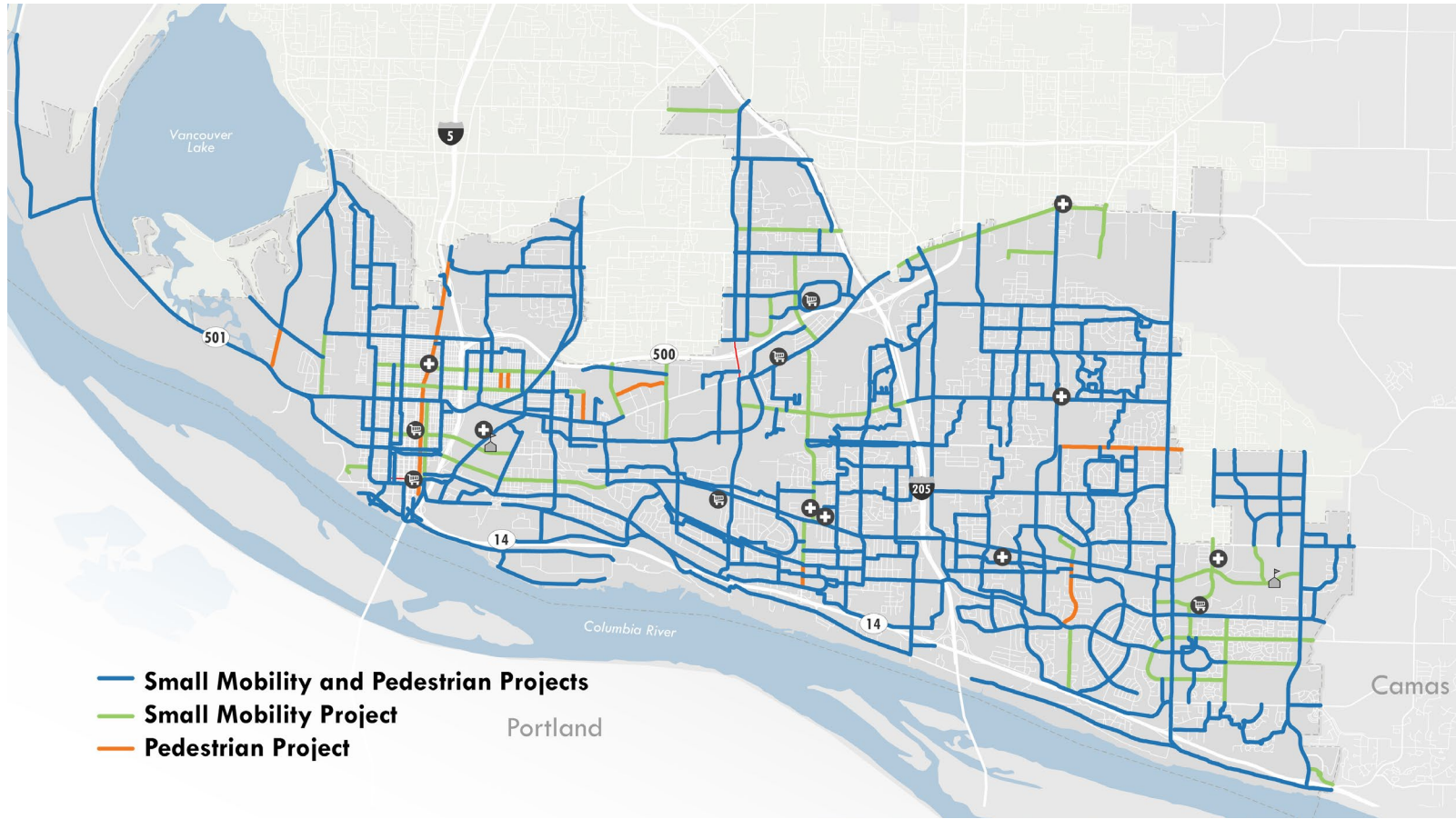
Existing: 630 miles	Proposed: 156 miles (125% increase)
------------------------	---

324 New Crossings

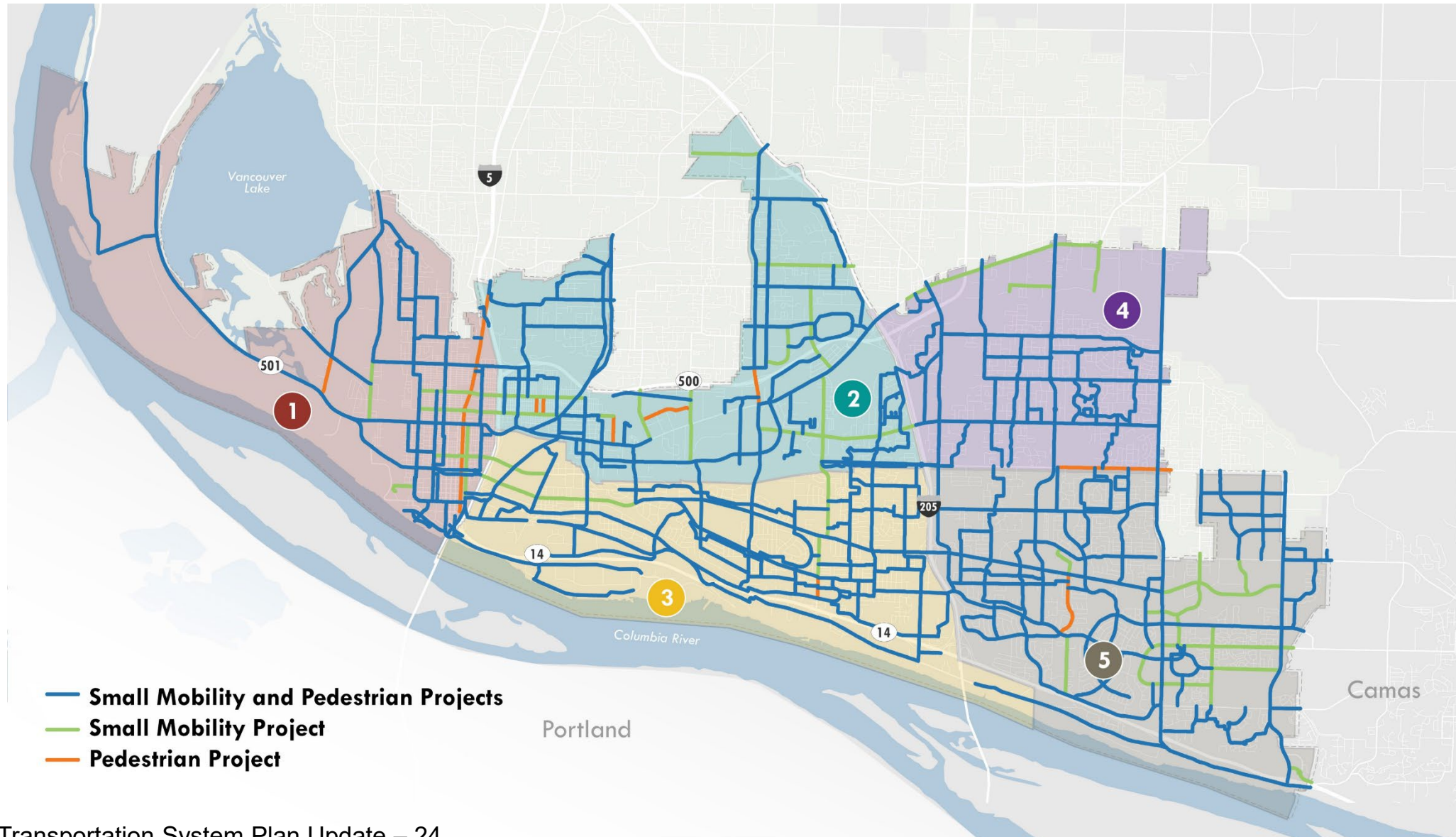
Level 1: 8	Level 2: 89	Level 3: 227
------------	-------------	--------------

Small Mobility Facilities (one-way distance)

Existing: 197 miles	Proposed: 247 miles (226% increase)
------------------------	---



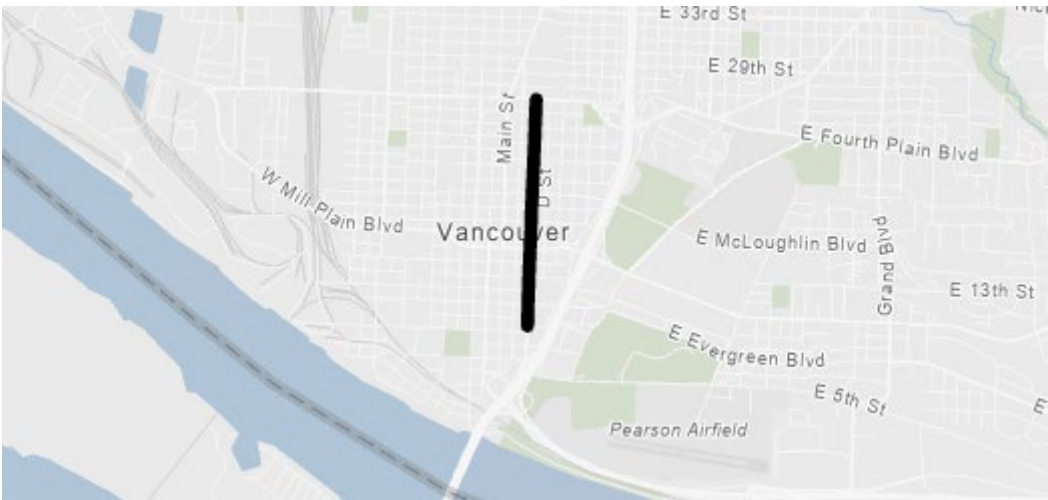
Capital Projects by Area of the City



Capital Projects Example

Bike/Small Mobility: upgrading a bike facility to a Protected Bike Lane; 1 new crossing

Project Details	
ID	29
Location	C St
Extent	Fourth Plain Blvd to E 8 th St



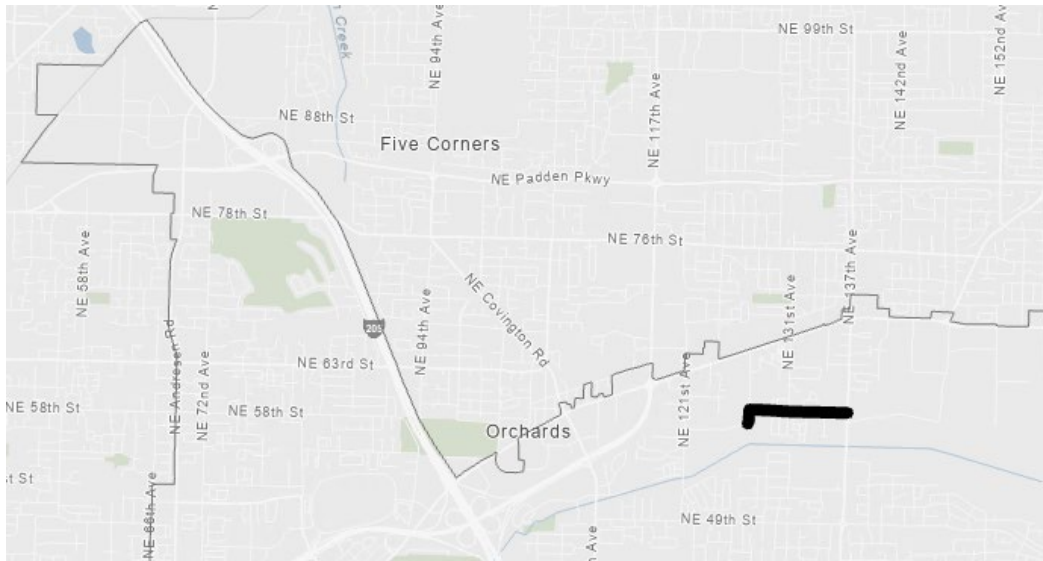
C St at E 13th St

Capital Projects Example

Bike/Small Mobility: new BSM link – bike lane; ½ mile of sidewalk infill

Project Detail

ID	173
Location	NE 59 th St
Extent	NE 127 th Ave to NE 137 th Ave



Transportation System Plan Update — 26

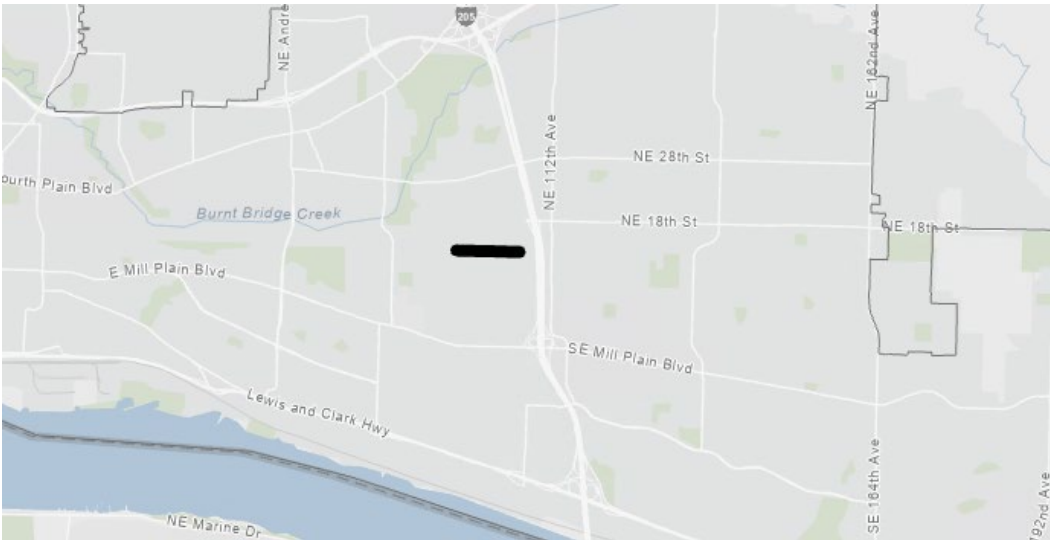


NE 59th St at NE 135th Ave

Capital Projects Example

Bike/Small Mobility & Ped network: upgrading shared roadway to buffered bike lane; ¼ mile of sidewalk infill

Project Detail	
ID	142
Location	NE 14 th St
Extent	NE 97 th Ave to NE 107 th Ave

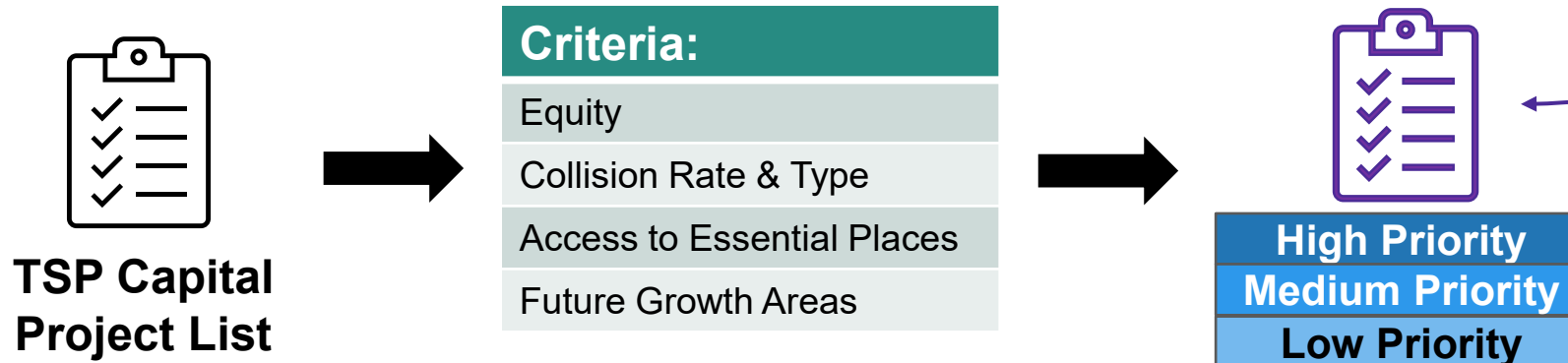


Marrion Elem. School on NE 14th St

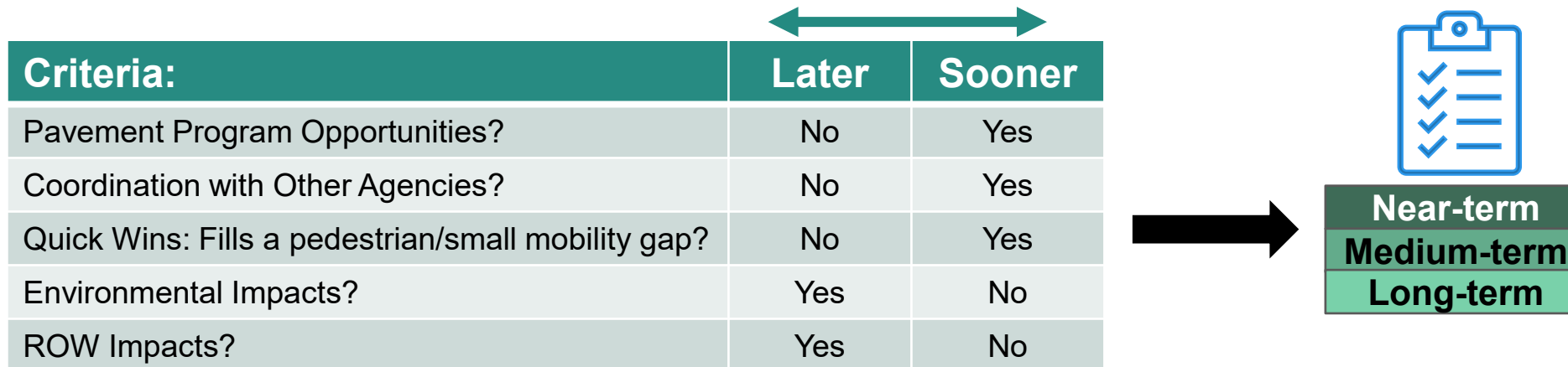
Updated Prioritization Framework



➔ ① Where should we invest? What should be our top priority?



② When should we invest?

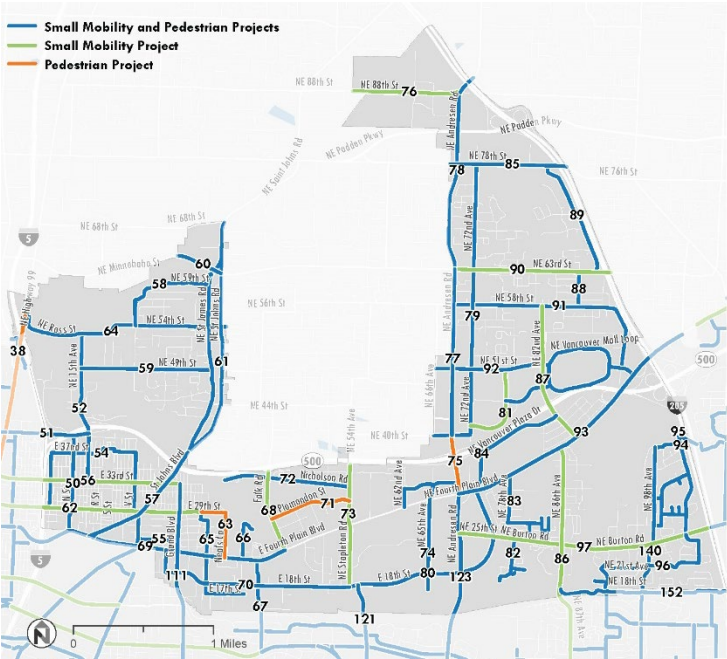
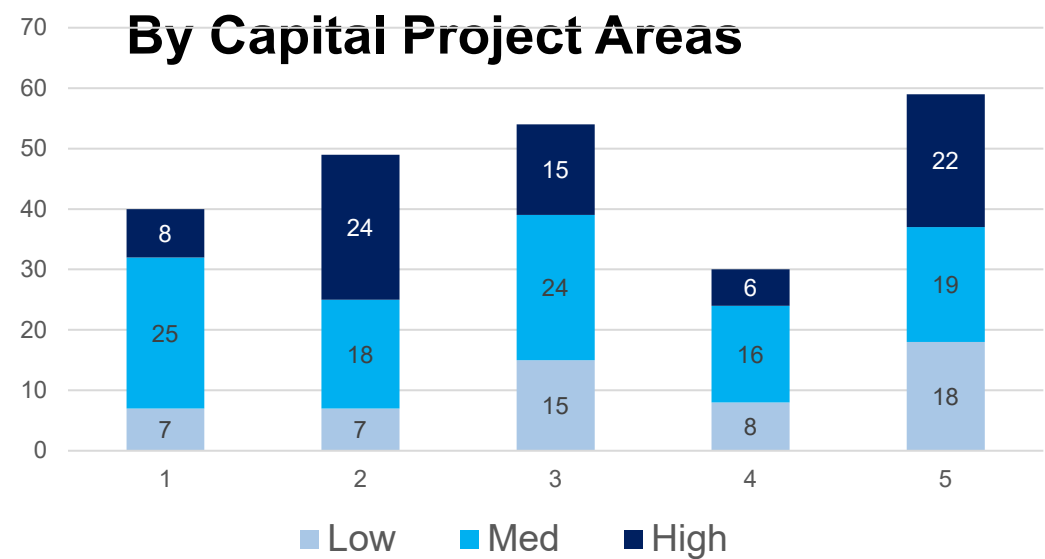


Prioritization: Where should we invest

Priority	Total Num. of Projects	Total miles of bike facilities	Total miles of sidewalk infill
High	75 (33%)	85	23
Medium	99 (43%)	110	79
Low	55 (24%)	83	54

Key Findings

- Projects are distributed across priority levels
- Highest share of **High priority projects in Zones 2 and 5** where the city’s equity scores are high and population and essential places are concentrated



Prioritization: Where should we invest



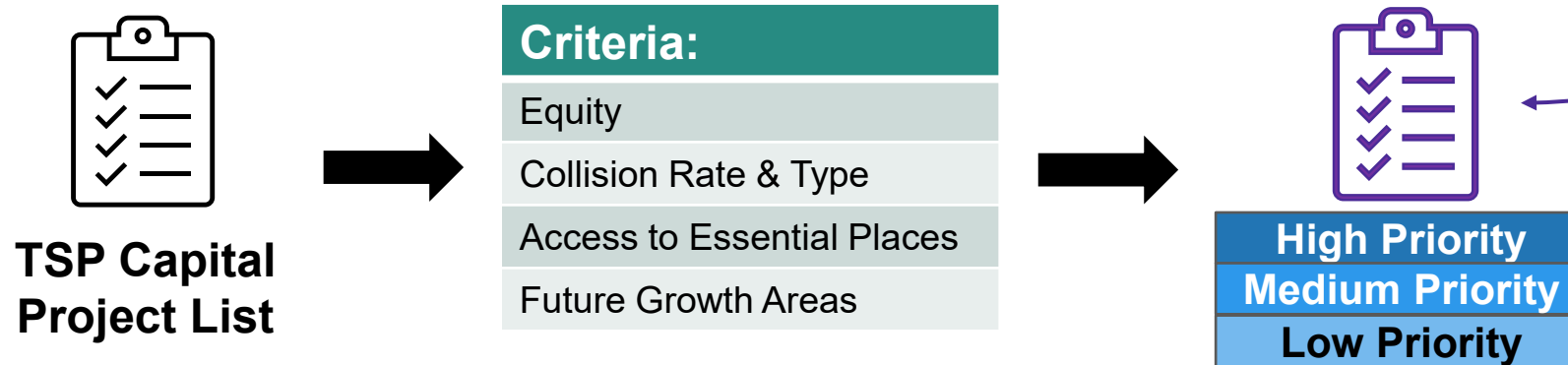
High-Priority Locations

- Andresen Rd
- NE Burton St
- Grand Blvd
- Fourth Plain Blvd
- Fort Vancouver Way
- Main St
- Mill Plain Blvd
- E 33rd St
- NE 12th / 58th / 72nd / 86th Ave
- NE 136th / 138th Ave
- SE 164th Ave
- SE 6th / 7th / 10th / 15th St
- Streets in pedestrian districts

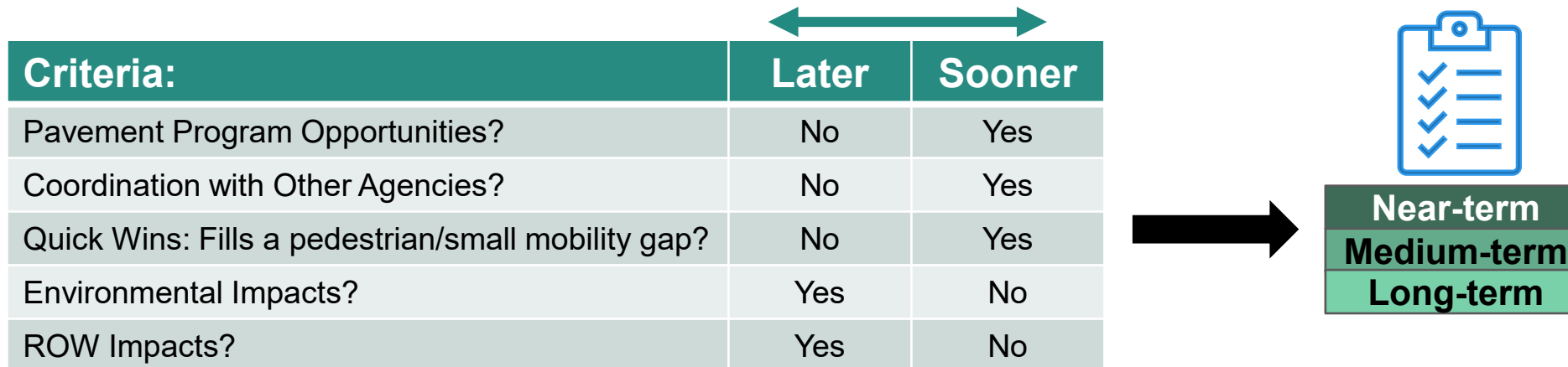
Updated Prioritization Framework



① Where should we invest? What should be our top priority?



➔ ② When should we invest?

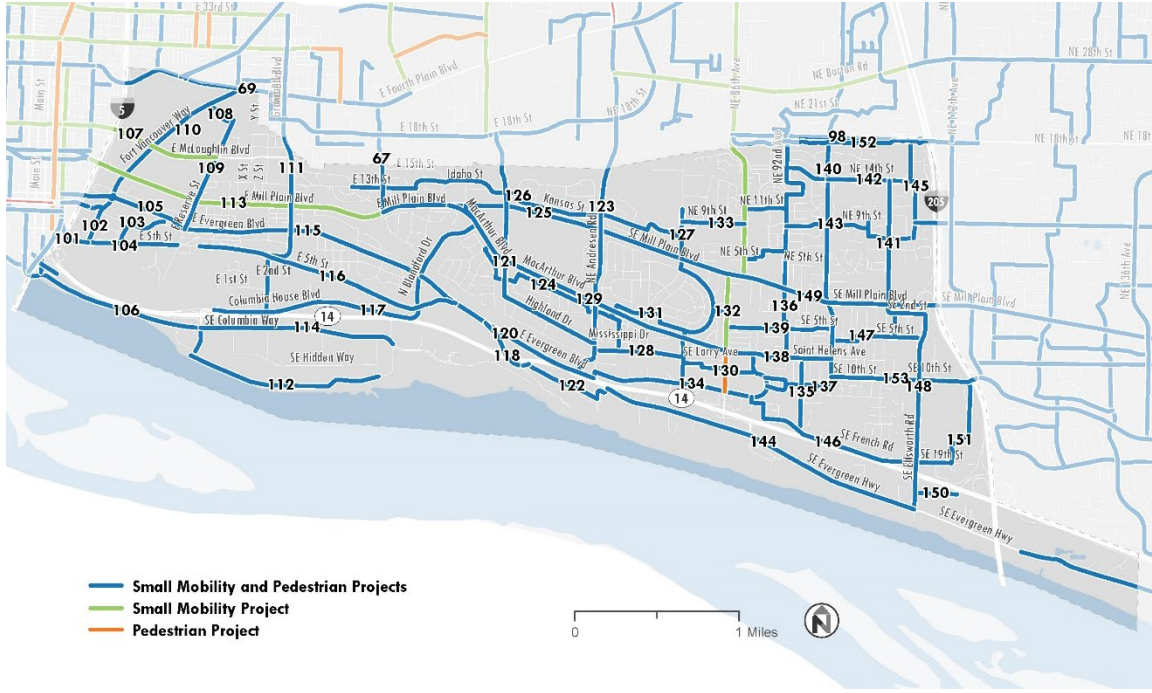
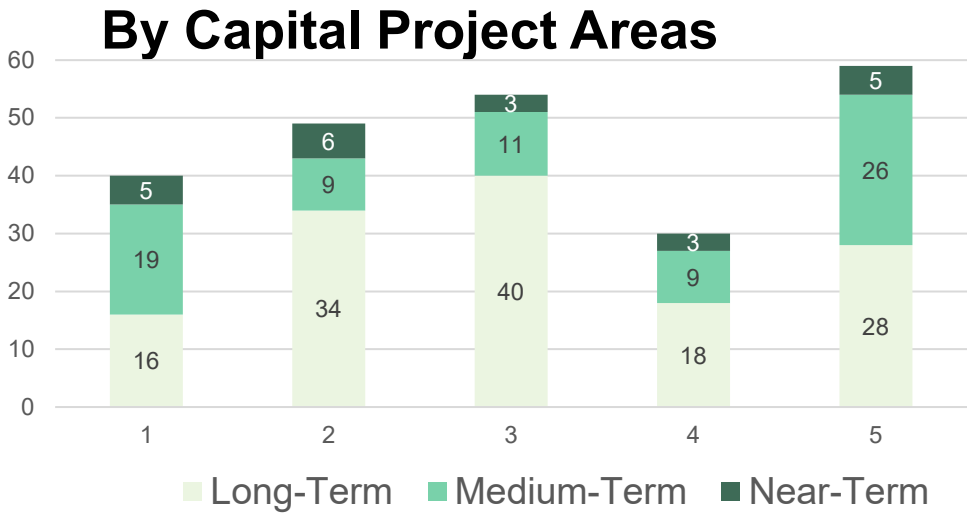


Prioritization: When should we invest?

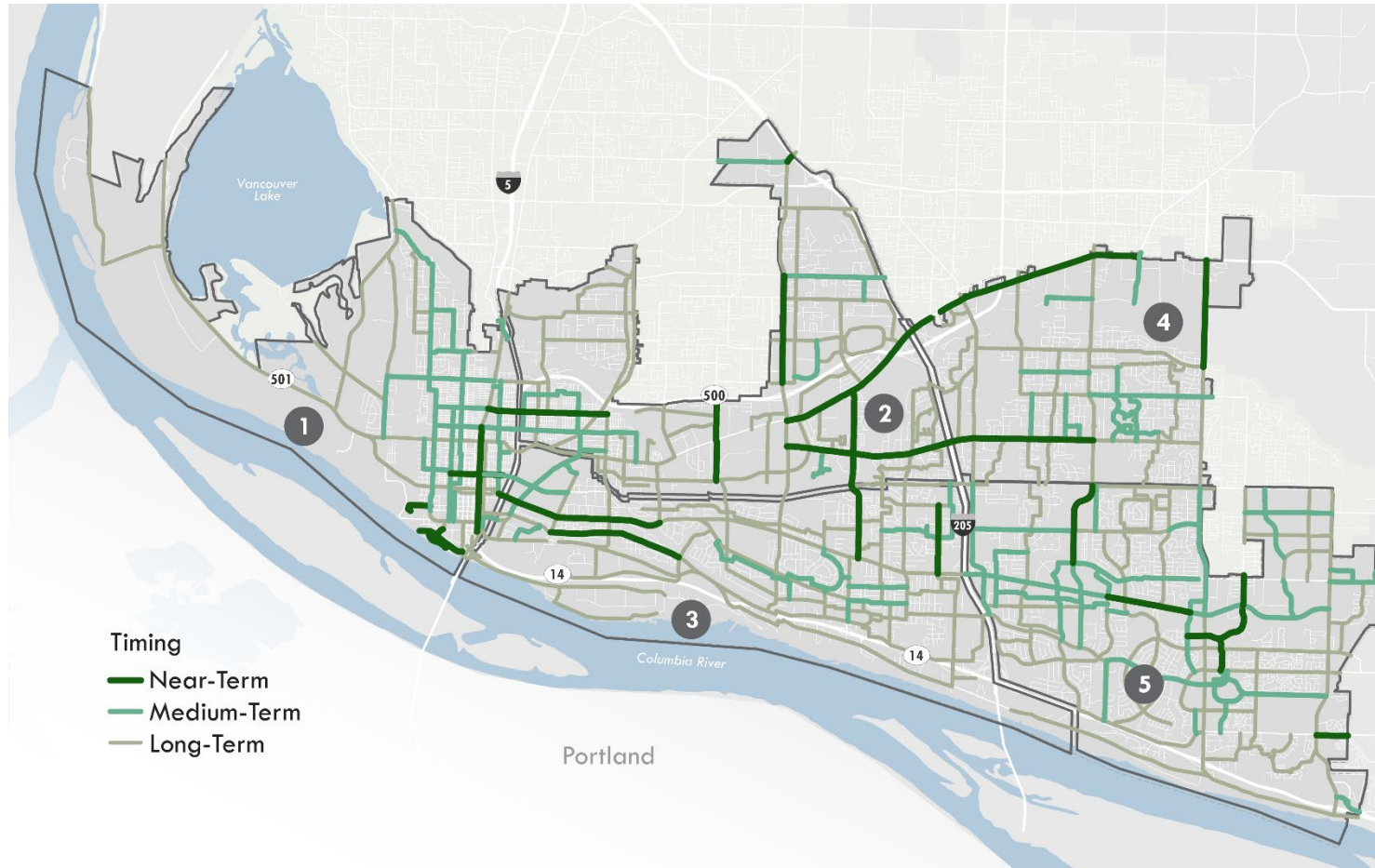
Timing	Total Num. of Projects	Total miles of bike facilities	Total miles of sidewalk infill
Near-Term	22 (10%)	24	0.8
Medium-Term	71 (31%)	60	31
Long-Term	136 (59%)	164	124

Key Findings

- 59% ranked as Long-Term
 - Many projects require sidewalk infill and overlap with environmentally sensitive areas



Prioritization: When should we invest?



Near-Term Project Locations

- Broadway
- Grand St
- Fourth Plain Blvd
- Mill Plain Blvd
- W 11th St
- E 33rd St
- NE 104th Ave
- NE 136th-138th Ave
- SE 172nd Ave
- SE Tech Center Dr
- W McLoughlin Blvd

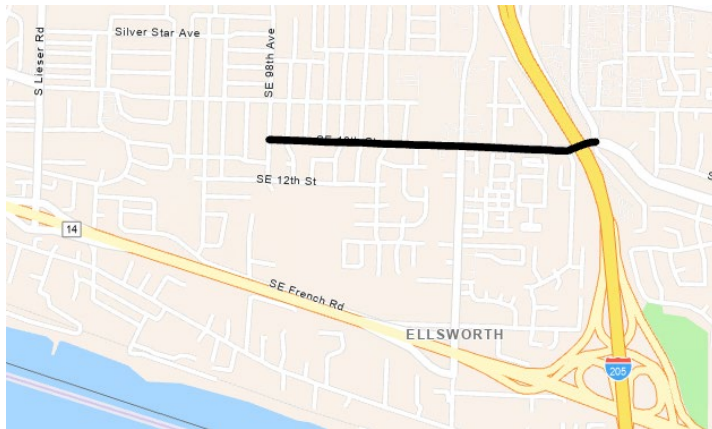
Relationship between where and when

Medium Priority but Long-Term Project

Project Detail	
ID	153
Type	Upgrading shared roadway / bike lane to buffered bike lane
Location	SE 10 th St
Extent	SE 98 th Ave to SE Chkalov Dr

Reasons for ranking as Long-Term

- Pavement project done in 2017
- Wetland (Critical Area)
- Expensive to fill all the sidewalk gaps along the project
- No upcoming agency project



SE 10th at 110th Ave

Relationship between where and when

Medium Priority but Near-Term Project

Project Detail	
ID	252
Type	Adding protected bike lane (no existing facility)
Location	SE 34th St
Extent	SE 192nd Ave to City Limit



Transportation System Plan Update — 35

Reasons for ranking as Near-Term

- Upcoming pavement project (2024)
- Opportunity to address difficult bike connection
- No ROW impact



SE 34th east of 192nd Ave

Questions or comments?

Street Typologies



Purpose



Description



Street Types

Community Priorities and Opportunities

- Community Feedback
 - Improve the pedestrian and bicycle networks
 - Address traffic safety
 - Does not feel safe riding a bicycle due to inadequate bike lanes, aggressive driving
- Opportunities
 - Look beyond functional classification



Collector - Residential



Collector – Mixed Use

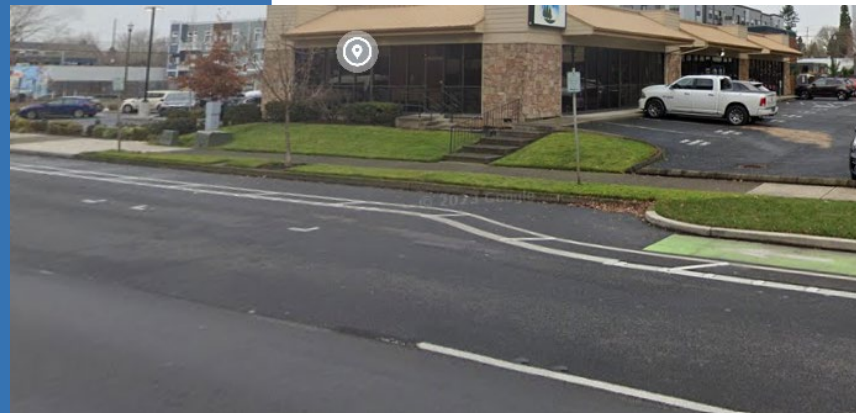
Community Priorities and Opportunities

- Opportunities
 - Match bike/ small mobility and walking facilities to street types
 - Work with the 2040 Comprehensive Plan to tie in updated land uses, form-based code

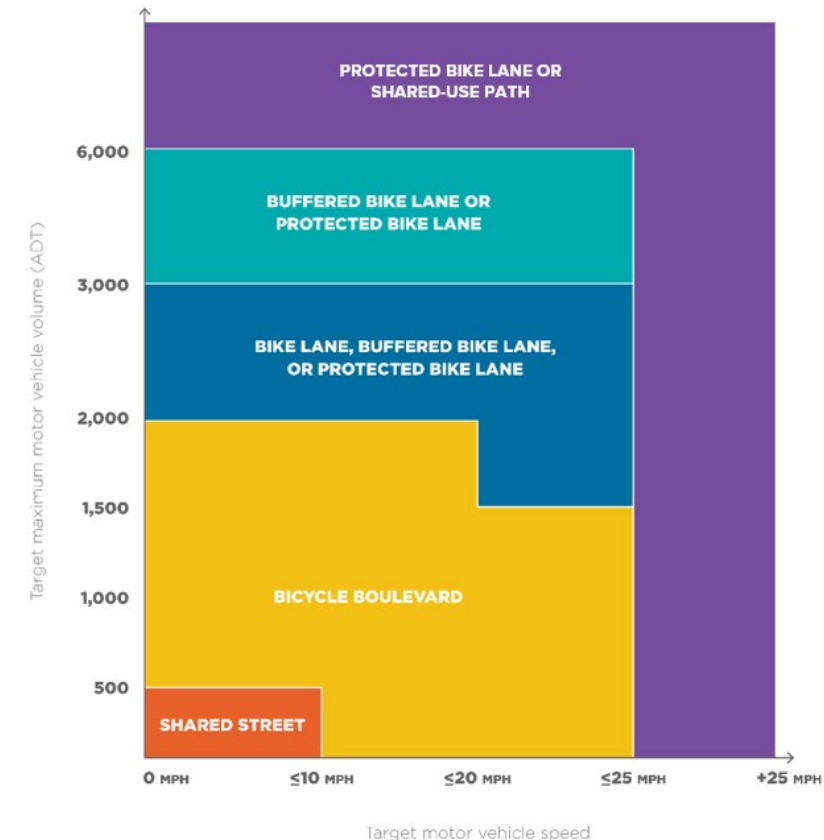
- High-Stress



- Low-Stress



NACTO Facility Selection



Street Typology & Street Standards Update

Street Typology

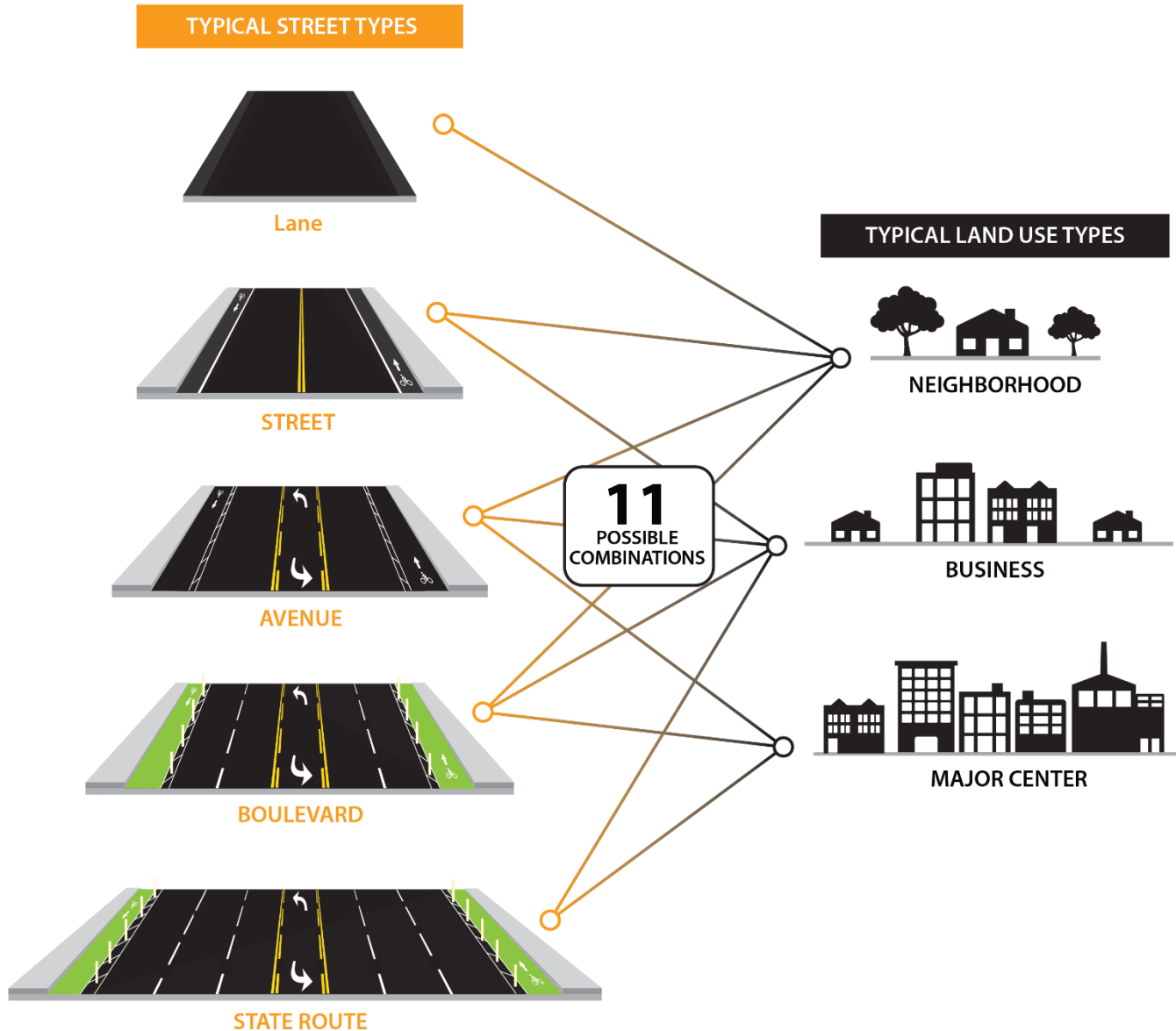
- Policy framework
- Related to functional class but adds land use context
- Menu of design options
- Tied to facility selection
- Used as policy guidance in capital, maintenance projects; subarea plans

Street Standards Update

- Detailed design applied at planning, design, evaluation
- Design controls (posted speed, design vehicle, etc.)
- Standard detail for new facility types

Timeline: June-October 2023

Street Typology Approach



Data available

- Functional classification
- Speed limit
- Number of lanes
- Paved surface width
- AADT on concurrency corridors
- Zoning

Overlays/modal priorities

- BSM network
- Pedestrian network
- Enhanced Transit network
- Freight network

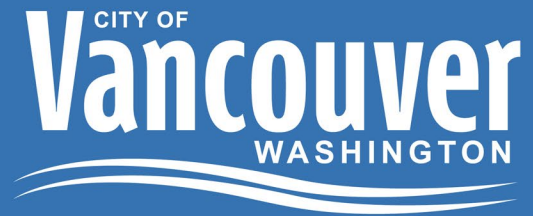
Street Standards Update Potential Topics

- Access management and driveway spacing
- Standard detail for new facility types (e.g. PBL)
- Bike/Ped accommodation during construction
- Lowering posted speeds
- Lane widths
- Design vehicle

- *List to be developed in partnership with Public Works*

Questions or comments?

Thank You

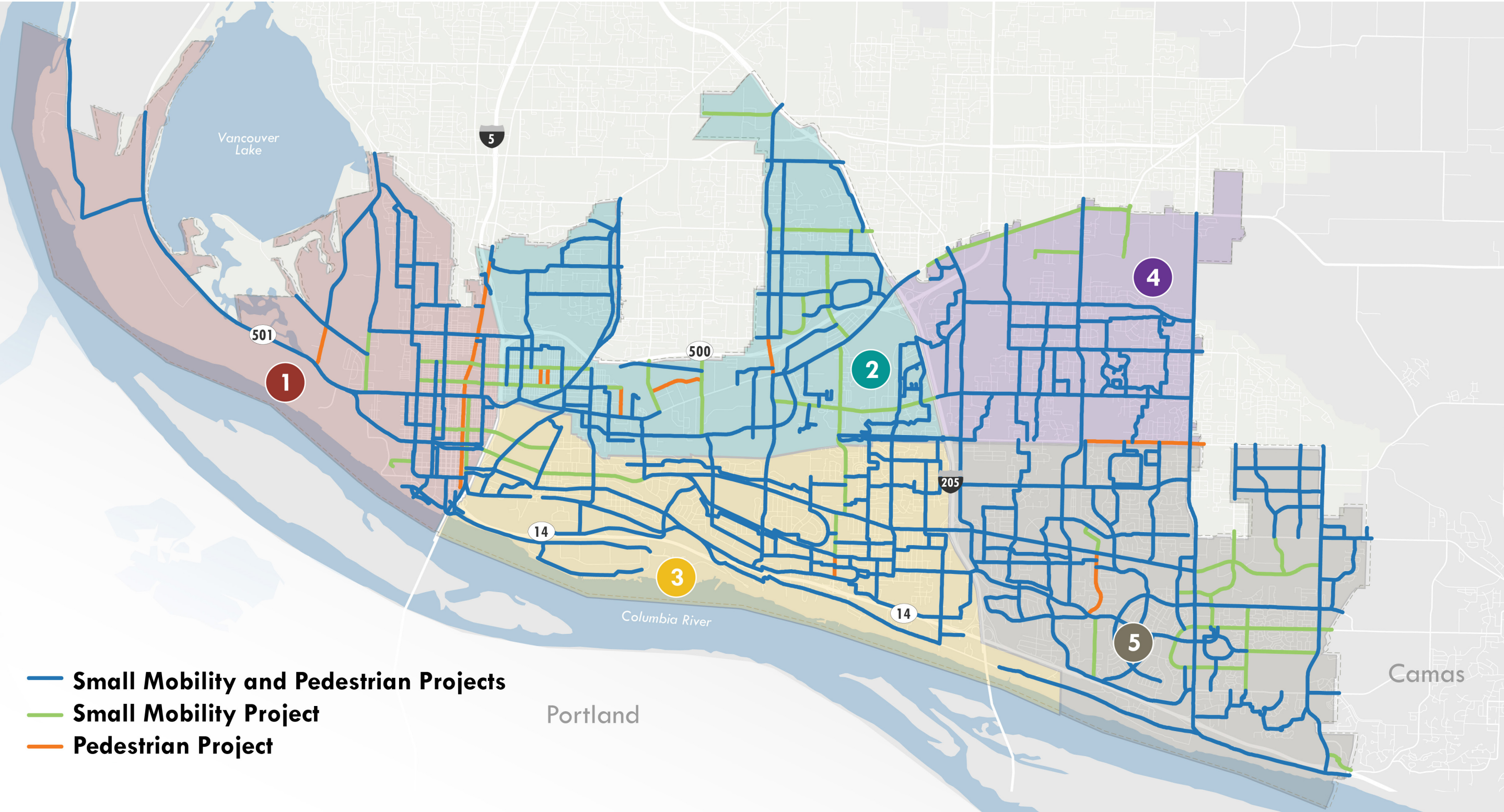


CAPITAL PROJECTS AREAS

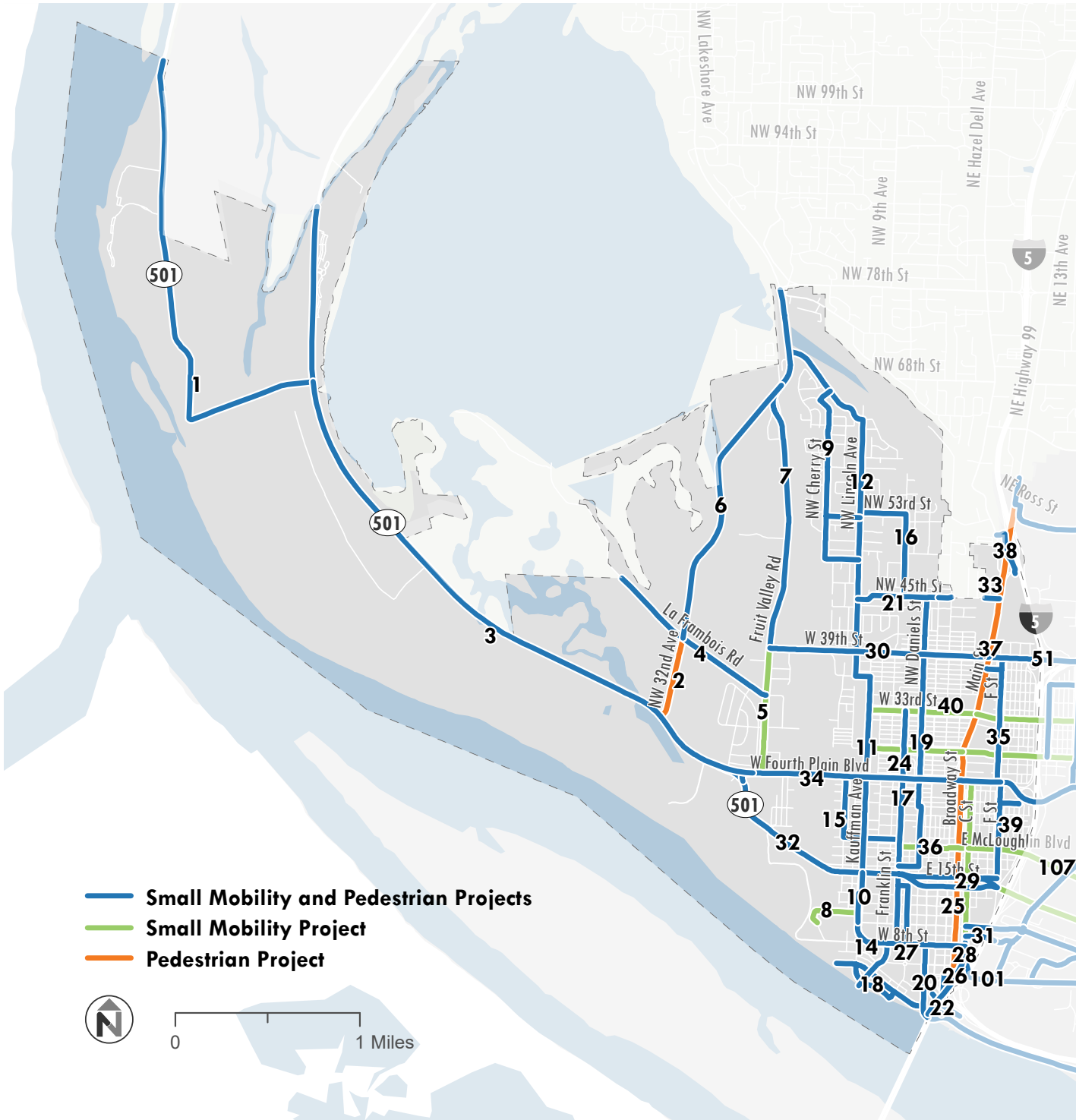
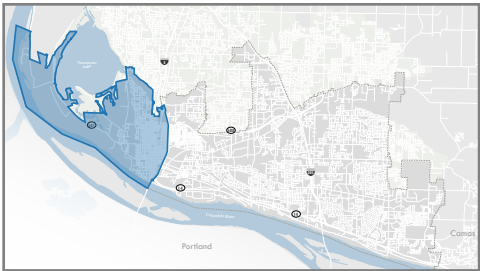
Facility Type

- PBL Protected Bike Lane
- MUP Multi-Use Path
- BBL Buffered Bike Lane
- BL Bike Lane
- NG Neighborhood Greenway
- Ped Pedestrian Improvement

Priority	Timing	Cost
★ Low	➤➤➤ Near-Term	\$ Low
★★ Medium	➤➤➤ Medium-Term	\$\$ Medium
★★★ High	➤➤➤ Long-Term	\$\$\$ High



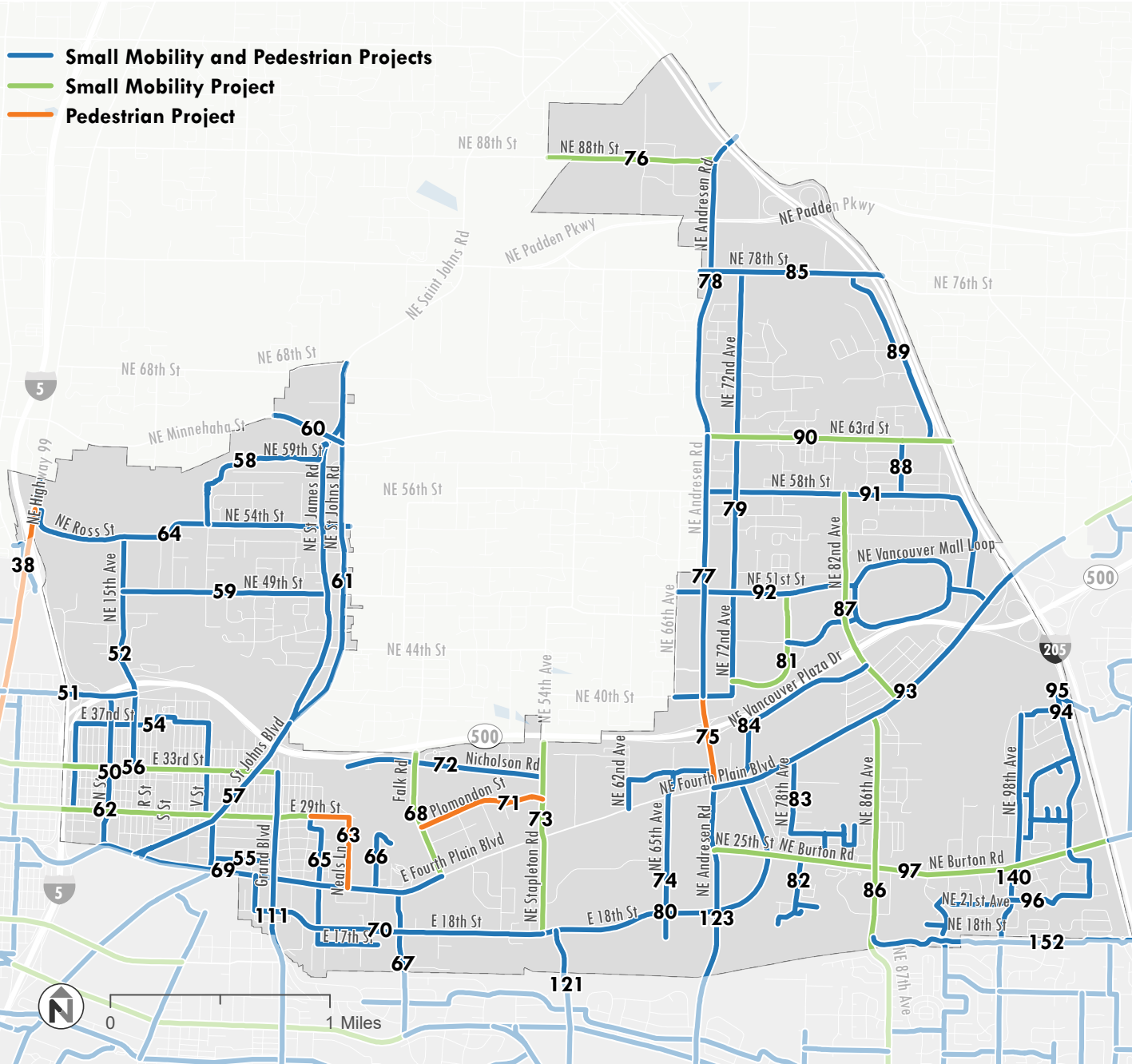
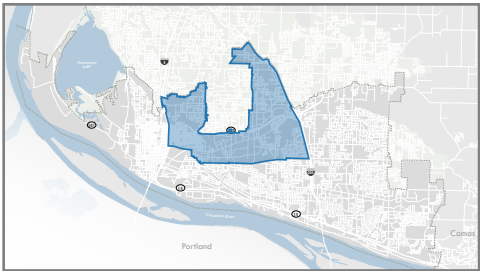
ZONE 1



PROJECT LIST

Project Type	ID	Facility Type	Project Name	Sidewalk infill	Added crossing	Priority	Timing	Cost
●	1	PBL	NW Lower River Rd, Erwin O Rieger Memorial Hwy	✓	✓	★★	➡➡➡	\$
●	2	BL	NW 32nd Ave	✓		★	➡➡➡	\$
●	3	PBL	W Lower River Rd, Fourth Plain Blvd	✓	✓	★★	➡➡➡	\$
●	4	BL	Laframbois Rd	✓		★★	➡➡➡	
●	5	BBL	Fruit Valley Rd	✓	✓	★★	➡➡➡	
●	6	MUP	Off-street path	✓		★★	➡➡➡	
●	7	PBL	NW Fruit Valley Rd	✓	✓	★★	➡➡➡	
●	8	BL	W 11th St		✓	★★	➡➡➡	
●	9	NG	NW Cherry St	✓		★	➡➡➡	
●	10	BL	Kauffman Ave , Jefferson St		✓	★	➡➡➡	
●	11	BL	Kauffman Ave	✓	✓	★★	➡➡➡	
●	12	BL	NW Lincoln Ave	✓	✓	★	➡➡➡	
●	13	BL	Grant St			★★★	➡➡➡	
●	14	MUP	Off-street path			★★	➡➡➡	
●	15	NG	Lincoln Ave, W 19th St	✓		★	➡➡➡	
●	16	NG	NW Franklin St, NW 53rd St	✓		★	➡➡➡	
●	17	NG	Franklin St		✓	★★	➡➡➡	
●	18	NG	W Columbia Way, Waterfront Way		✓	★★	➡➡➡	
●	19	NG	Daniels St	✓		★★	➡➡➡	
●	20	MUP	Columbia St	✓	✓	★★★	➡➡➡	
●	21	BBL	NW 45th St	✓		★	➡➡➡	
●	22	MUP	Off-street path			★★	➡➡➡	
●	24	NG	29th St			★★	➡➡➡	
●	25	Ped	Broadway St		✓	★★★	➡➡➡	
●	26	MUP	Off-street path			★★	➡➡➡	
●	27	BL	W 8th St		✓	★★★	➡➡➡	
●	28	MUP	C St		✓	★★	➡➡➡	
●	29	BBL	C St		✓	★★	➡➡➡	
●	30	BBL	W 39th St	✓	✓	★★	➡➡➡	
●	31	MUP	Off-street path	✓		★★	➡➡➡	
●	32	PBL	W Mill Plain Blvd, E 15th St	✓		★★★	➡➡➡	
●	33	MUP	45th St	✓		★★	➡➡➡	
●	34	PBL	Fourth Plain Blvd	✓	✓	★★★	➡➡➡	
●	35	NG	F St	✓		★★	➡➡➡	
●	36	BBL	W McLoughlin Blvd			★★	➡➡➡	
●	37	Ped	Main St	✓	✓	★★★	➡➡➡	
●	38	MUP	Off-street path			★	➡➡➡	
●	39	NG	F St	✓		★★	➡➡➡	
●	40	BL/PBL	W 33rd St	✓	✓	★★	➡➡➡	

ZONE 2



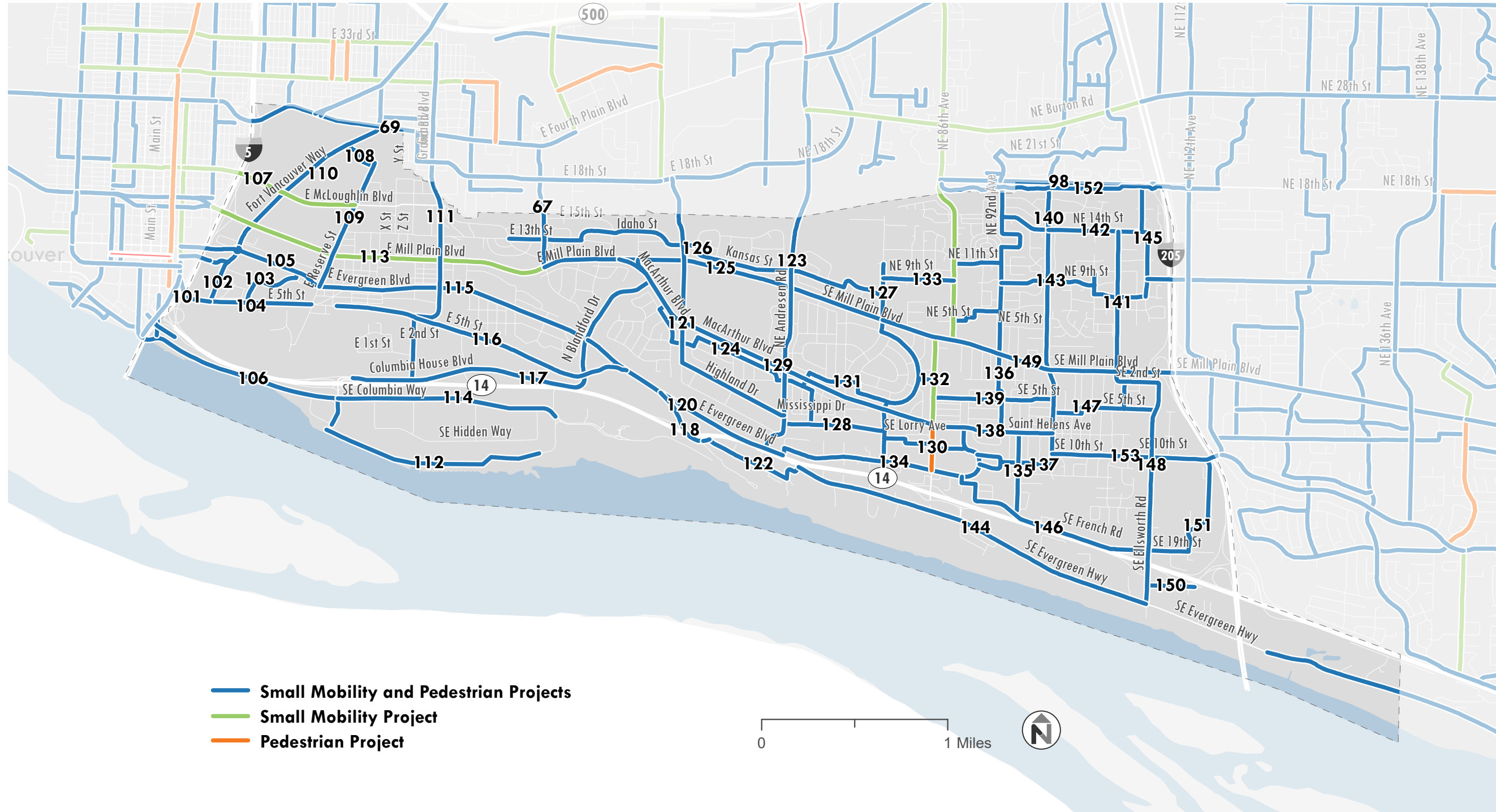
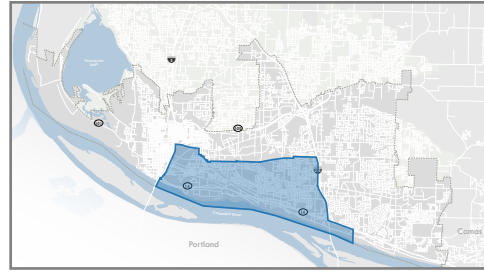
PROJECT LIST

Project Type	ID	Facility Type	Project Name	Sidewalk infill	Added crossing	Priority	Timing	Cost
●	50	NG	N St	✓		★★	➤➤➤	\$
●	51	PBL	E 39th St	✓		★★	➤➤➤	\$
●	52	BBL	NE 15th Ave, P St	✓	✓	★	➤➤➤	\$
●	54	NG	K St, E 37th St, V St	✓		★★	➤➤➤	
●	55	NG	E 25th St	✓		★★★	➤➤➤	
●	56	PBL	E 33rd St	✓	✓	★★★	➤➤➤	
●	57	PBL	St Johns Blvd	✓	✓	★★★	➤➤➤	
●	58	MUP	Off-street path	✓		★	➤➤➤	
●	59	PBL	NE 49th St	✓		★	➤➤➤	
●	60	PBL	NE Minnehaha St	✓		★★	➤➤➤	
●	61	PBL	NE Saint Johns Rd, NE Saint James Rd	✓	✓	★★	➤➤➤	
●	62	BBL	E 29th St	✓		★★	➤➤➤	
●	63	Ped	Neals Ln	✓		★★★	➤➤➤	
●	64	PBL	NE Ross St, NE 54th St	✓	✓	★★	➤➤➤	
●	65	NG	E 29th St, Norris Rd, E 17th St	✓		★★★	➤➤➤	
●	66	NG	Rossiter Ln	✓		★★★	➤➤➤	
●	67	BBL	Brandt Rd	✓		★★	➤➤➤	
●	68	BBL	Falk Rd		✓	★★★	➤➤➤	
●	69	PBL	E Fourth Plain Blvd	✓	✓	★★★	➤➤➤	
●	70	PBL	Z St, E 18th St, E 20th St	✓	✓	★★★	➤➤➤	
●	71	Ped	Plomondon St	✓		★★★	➤➤➤	
●	72	NG	Nicholson Rd	✓		★★	➤➤➤	
●	73	BBL	NE Stapleton Rd	✓		★★★	➤➤➤	
●	74	NG	NE 32nd-33rd St, NE 62nd-66th Ave	✓		★★★	➤➤➤	
●	75	Ped	Andresen Rd	✓	✓	★★★	➤➤➤	
●	76	PBL	NE 88th St			★	➤➤➤	
●	77	PBL	NE Andresen Rd		✓	★★★	➤➤➤	
●	78	PBL	NE Andresen Rd	✓	✓	★★	➤➤➤	
●	79	PBL	NE 72nd Ave	✓		★★★	➤➤➤	
●	80	PBL	E 18th St	✓		★★★	➤➤➤	
●	81	BBL	NE 41st St, NE 77th Ave			★★★	➤➤➤	
●	82	NG	NE 77th Ave, NE 79th Ave			★★	➤➤➤	
●	83	NG	NE 78th-84th Ave, NE 27th St	✓		★★	➤➤➤	
●	84	PBL	NE Vancouver Plaza Dr, NE Auto Mall Dr	✓	✓	★★★	➤➤➤	
●	85	PBL	NE 78th St	✓		★	➤➤➤	
●	86	PBL	NE 86th-87th Ave	✓	✓	★★★	➤➤➤	

PROJECT LIST

Project Type	ID	Facility Type	Project Name	Sidewalk infill	Added crossing	Priority	Timing	Cost
	87	PBL	NE Thurston Way, NE 82nd Ave		✓	★★★	▶▶▶	
	88	NG	NE 87th Ave	✓		★★	▶▶▶	
	89	BBL	NE Meadows Dr	✓		★	▶▶▶	
	90	PBL	NE 63rd St			★★	▶▶▶	
	91	PBL	NE 58th St, NE 94th Ave	✓		★★★	▶▶▶	
	92	PBL	NE Vancouver Mall Dr, NE Parkway Dr	✓	✓	★★★	▶▶▶	
	93	PBL	NE Fourth Plain Blvd		✓	★★★	▶▶▶	
	94	NG	NE 101st-103rd Ave, NE 39th St	✓		★	▶▶▶	
	95	MUP	Off-street path	✓		★★	▶▶▶	
	96	NG	NE 21st-25th St	✓		★★	▶▶▶	
	97	PBL	NE Burton St	✓	✓	★★★	▶▶▶	

ZONE 3

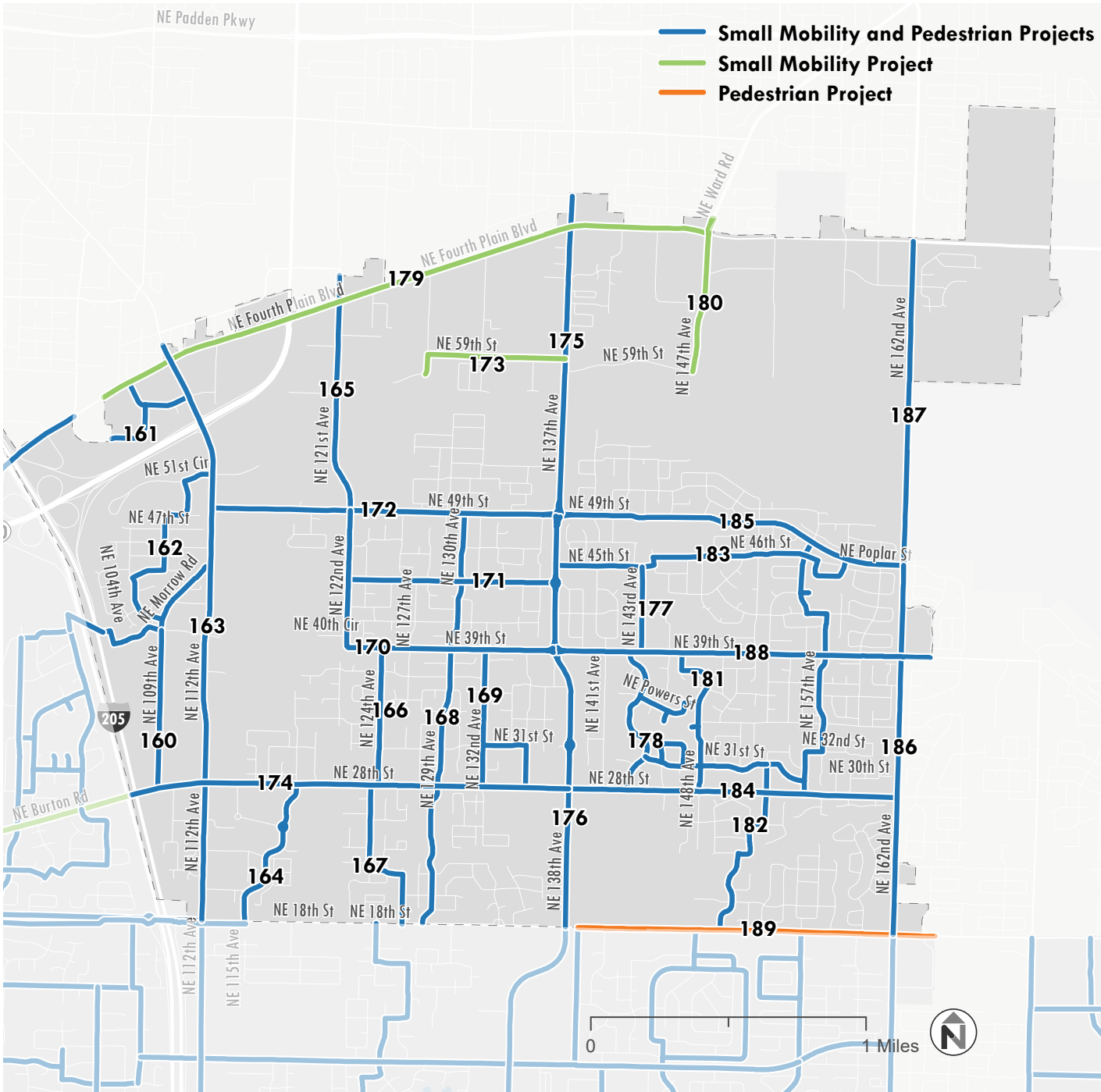
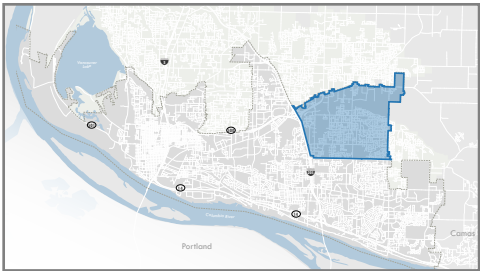


PROJECT LIST

Project Type	ID	Facility Type	Project Name	Sidewalk infill	Added crossing	Priority	Timing	Cost
	100	MUP	Off-street path	✓		★★★	➤➤➤	\$
	101	MUP	Off-street path	✓		★★	➤➤➤	\$
	102	NG	Fort Vancouver Way, Anderson St	✓	✓	★★★	➤➤➤	\$
	103	NG	No Street Name			★★	➤➤➤	
	104	MUP	E 5th Ave	✓		★★	➤➤➤	
	105	PBL	Fort Vancouver Way, E Evergreen Blvd	✓	✓	★★★	➤➤➤	
	106	BBL	SE Columbia Shores Way	✓	✓	★★	➤➤➤	
	107	BBL	E McLoughlin Blvd	✓		★★★	➤➤➤	
	108	NG	Off-street path			★★★	➤➤➤	
	109	PBL	E Reserve St	✓		★★★	➤➤➤	
	110	PBL	Fort Vancouver Way	✓	✓	★★★	➤➤➤	
	111	PBL	Grand Blvd	✓	✓	★★★	➤➤➤	
	112	MUP	Off-street path	✓		★★	➤➤➤	
	113	PBL	E Mill Plain Blvd	✓	✓	★★★	➤➤➤	
	114	MUP	SE Columbia Way	✓		★★	➤➤➤	
	115	BBL	E Evergreen Blvd	✓	✓	★★	➤➤➤	
	116	NG	E 5th St	✓		★★	➤➤➤	
	117	PBL	Columbia House Blvd	✓	✓	★★	➤➤➤	
	118	PBL	SE Shorewood Dr	✓	✓	★	➤➤➤	
	119	MUP	SE Beack St, SE Shorewood Dr	✓	✓	★	➤➤➤	
	120	PBL	E Evergreen Blvd	✓	✓	★	➤➤➤	
	121	NG	N Devine Rd, Highland Dr	✓		★★	➤➤➤	
	122	PBL	SE Riverside Dr	✓	✓	★	➤➤➤	
	123	PBL	S Andersen Rd	✓	✓	★★★	➤➤➤	
	124	NG	Oklahoma Dr, Memphis Way	✓		★★	➤➤➤	
	125	PBL	Mill Plain Blvd	✓	✓	★★★	➤➤➤	
	126	NG	Kansas St, Michigan St, E 13th St	✓		★★	➤➤➤	
	127	BBL	N Garrison Rd	✓		★★★	➤➤➤	
	128	NG	Corregidor Rd, SE Maple Ave, SE Freidel Ave, SE Sherley Ave	✓		★	➤➤➤	
	129	PBL	MacArthur Blvd	✓	✓	★★	➤➤➤	
	130	PBL	S Lieser Rd	✓		★	➤➤➤	
	131	NG	Delaware Ln	✓		★★	➤➤➤	
	132	PBL	Lieser Rd	✓		★★	➤➤➤	
	133	NG	NE 9th St	✓		★★★	➤➤➤	
	134	NG	SE Middle Way, Columbia Ridge Dr	✓		★	➤➤➤	
	135	NG	SE 95th Ave	✓		★	➤➤➤	
	136	NG	NE 92nd Ave	✓		★★	➤➤➤	

Project Type	ID	Facility Type	Project Name	Sidewalk infill	Added crossing	Priority	Timing	Cost
	137	NG	Butte Ave, SE 98th Ave	✓	✓	★	➤➤➤	
	138	PBL	MacArthur Blvd, Saint Helens Ave	✓	✓	★	➤➤➤	
	139	NG	Silver Star Ave	✓		★	➤➤➤	\$
	140	BBL	NE 97th-98th Ave	✓	✓	★★	➤➤➤	\$
	141	BBL	NE 104th Ave	✓		★★	➤➤➤	\$
	142	BBL	NE 14th St	✓		★★	➤➤➤	
	143	NG	NE 9th St, NE 102nd Ave	✓		★★	➤➤➤	
	144	MUP	SE Evergreen Hwy	✓		★	➤➤➤	
	145	BBL	NE 14th St, NE 107th-108th Ave	✓		★★	➤➤➤	
	146	NG	Mt Hood Ave, Mt Whitney Ave	✓		★	➤➤➤	
	147	NG	SE 5th St, SE 6th St	✓		★★	➤➤➤	
	148	PBL	SE Ellsworth Rd	✓	✓	★★	➤➤➤	
	149	PBL	Mill Plain Blvd	✓	✓	★★★	➤➤➤	
	150	NG	SE 23rd St	✓		★	➤➤➤	
	151	NG	SE 19th St, Nancy Rd	✓		★★	➤➤➤	
	152	MUP	Off-street path	✓		★	➤➤➤	
	153	BBL	SE 10th St	✓	✓	★★★	➤➤➤	

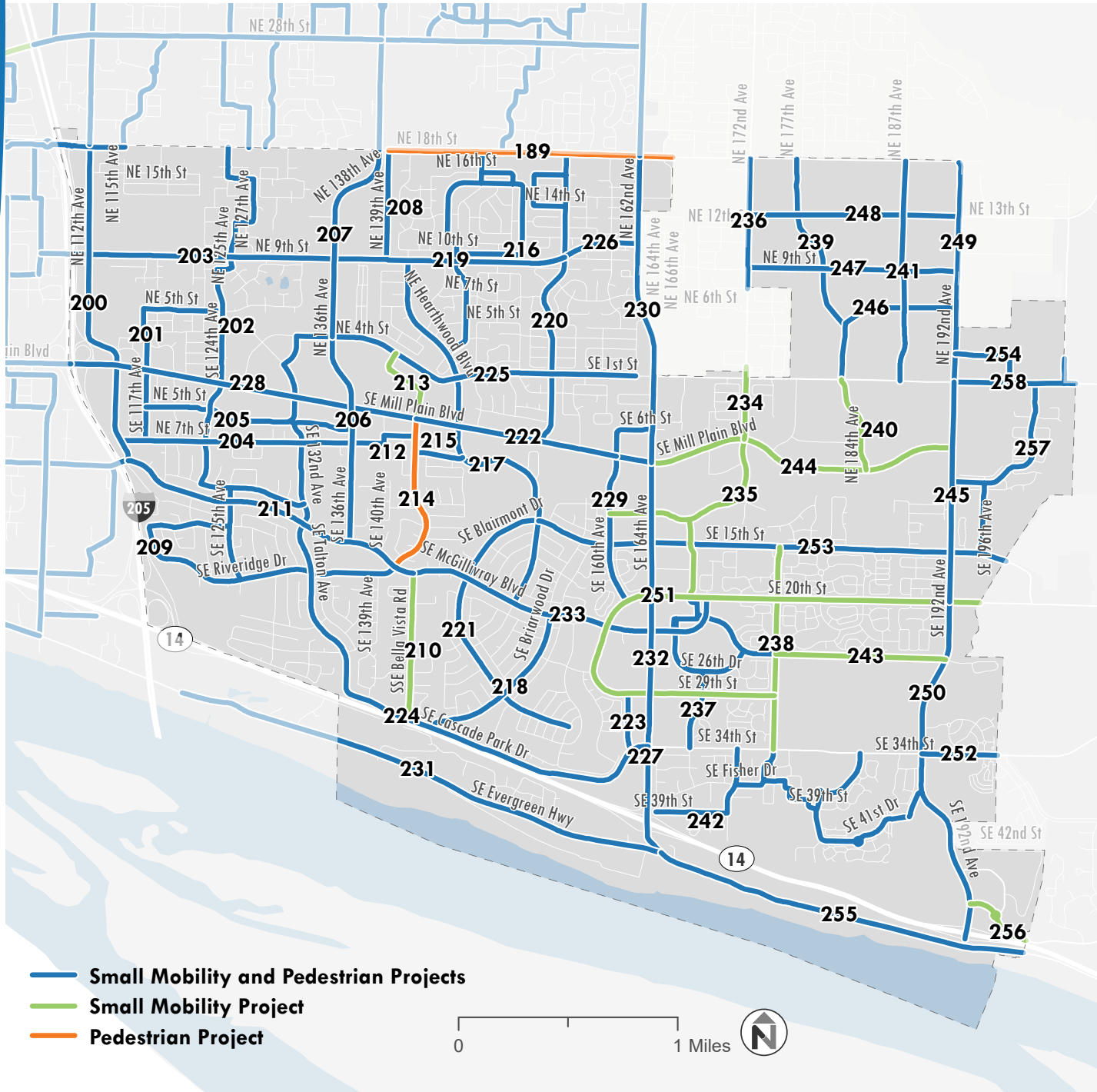
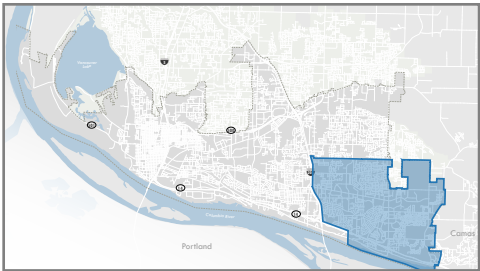
ZONE 4



PROJECT LIST

Project Type	ID	Facility Type	Project Name	Sidewalk infill	Added crossing	Priority	Timing	Cost
●	160	PBL	NE 109th Ave	✓		★★★	➡➡➡	\$
●	161	NG	NE Coxley Dr	✓		★★★	➡➡➡	\$
●	162	NG	NE 106th-110th Ave	✓		★★	➡➡➡	\$
●	163	PBL	NE 112th Ave	✓	✓	★★★	➡➡➡	
●	164	NG	NE Four Seasons Ln	✓		★★	➡➡➡	
●	165	PBL	NE 121st-122nd Ave	✓		★★★	➡➡➡	
●	166	NG	NE 124th Ave	✓		★★	➡➡➡	
●	167	NG	NE 124th Ave, NE 126th Ave	✓		★	➡➡➡	
●	168	NG	NE 129th-130th Ave	✓		★★	➡➡➡	
●	169	NG	NE 31st St	✓		★	➡➡➡	
●	170	PBL	NE 39th St/NE 122nd Ave	✓		★★	➡➡➡	
●	171	NG	NE 44th St	✓		★	➡➡➡	
●	172	PBL	NE 49th St	✓	✓	★★	➡➡➡	
●	173	BL	NE 59th St, NE 129th Ave	✓		★★	➡➡➡	
●	174	PBL	NE Burton Rd, NE 28th St		✓	★★★	➡➡➡	
●	175	PBL	NE 136th-138th Ave	✓	✓	★★	➡➡➡	
●	176	PBL	NE 136th-138th Ave	✓	✓	★★	➡➡➡	
●	177	NG	NE 143rd Ave	✓		★	➡➡➡	
●	178	NG	NE 143rd-145th Ave	✓		★★	➡➡➡	
●	179	PBL	NE Fourth Plain Blvd		✓	★★★	➡➡➡	
●	180	PBL	NE 147th Ave			★★	➡➡➡	
●	181	NG	NE 31st-32nd St, NE 146th-148th Ave	✓		★	➡➡➡	
●	182	NG	NE 145th-157th Ave	✓		★	➡➡➡	
●	183	NG	NE 45th-46th St	✓		★	➡➡➡	
●	184	PBL	NE 28th St	✓	✓	★★	➡➡➡	
●	185	BBL	NE Poplar St, NE 47th-49th St	✓	✓	★	➡➡➡	
●	186	PBL	NE 162nd Ave	✓	✓	★★	➡➡➡	
●	187	PBL	NE 162nd Ave		✓	★★	➡➡➡	
●	188	PBL	NE 39th St	✓	✓	★★	➡➡➡	
●	189	MUP	NE 18th St	✓	✓	★★	➡➡➡	

ZONE 5



PROJECT LIST

Project Type	ID	Facility Type	Project Name	Sidewalk infill	Added crossing	Priority	Timing	Cost
●	200	PBL	NE 112th Ave	✓	✓	★★★	➡➡➡	\$
●	201	NG	NE 117th Ave, NE 5th St	✓		★★★	➡➡➡	\$
●	202	NG	NE 123rd-127th Ave	✓		★★	➡➡➡	\$
●	203	PBL	NE 9th St	✓	✓	★★	➡➡➡	
●	204	BBL	SE 7th St	✓		★★★	➡➡➡	
●	205	NG	SE 131st-132nd Ave, SE 5th-6th St	✓		★★★	➡➡➡	
●	206	PBL	NE 136th-138th Ave		✓	★★★	➡➡➡	
●	207	PBL	NE 136th-138th Ave		✓	★★★	➡➡➡	
●	208	NG	NE 139th Ave	✓		★	➡➡➡	
●	209	NG	SE 15th St, SE Riveridge Dr	✓		★	➡➡➡	
●	210	BL	SE Bella Vista Rd	✓		★	➡➡➡	
●	211	PBL	SE McGillivray Blvd	✓	✓	★★★	➡➡➡	
●	212	NG	SE 6th-7th St	✓		★★★	➡➡➡	
●	213	BBL	SE Olympia Dr			★★★	➡➡➡	
●	214	BL	SE Olympia Dr	✓		★★★	➡➡➡	
●	215	NG	SE 7th St	✓		★★★	➡➡➡	
●	216	NG	NE 145th-152nd Ave	✓		★★	➡➡➡	
●	217	BBL	SE Hearthwood St, SE Park Crest Ave	✓	✓	★★★	➡➡➡	
●	218	BBL	SE Briarwood Dr	✓		★	➡➡➡	
●	219	BBL	NE 9th St	✓	✓	★★	➡➡➡	
●	220	NG	NE 14th-17th St, NE 153rd-155th Ave	✓		★	➡➡➡	
●	221	NG	SE Blairmont Dr	✓		★	➡➡➡	
●	222	PBL	SE Mill Plain Blvd		✓	★★★	➡➡➡	
●	223	BBL	SE 162nd Ave	✓		★★	➡➡➡	
●	224	PBL	SE Talton Ave, SE Cascade Park Dr	✓	✓	★	➡➡➡	
●	225	BBL	SE 1st St, SE 4th St	✓		★★★	➡➡➡	
●	226	NG	NE 11th St	✓	✓	★	➡➡➡	
●	227	PBL	SE Cascade Park Dr		✓	★★	➡➡➡	
●	228	PBL	SE Mill Plain Blvd		✓	★★★	➡➡➡	
●	229	BBL	SE 160th Ave	✓		★★★	➡➡➡	
●	230	PBL	NE 162nd-164th Ave	✓	✓	★★	➡➡➡	
●	231	MUP	SE Evergreen Hwy	✓		★	➡➡➡	
●	232	PBL	SE 164th Ave	✓	✓	★★★	➡➡➡	
●	233	PBL	SE McGillivray Blvd	✓	✓	★★★	➡➡➡	
●	234	PBL	SE 172nd Ave		✓	★★★	➡➡➡	
●	235	BBL	SE Tech Center Dr	✓		★★★	➡➡➡	

Project Type	ID	Facility Type	Project Name	Sidewalk infill	Added crossing	Priority	Timing	Cost
●	236	MUP	NE 172nd Ave	✓	✓	★★	➤➤➤	
●	237	NG	SE 22nd-26th St, SE 166th-169th Ave	✓		★★	➤➤➤	
●	238	PBL	SE 176th Ave			★	➤➤➤	
●	239	MUP	Unnamed Street (Planned)			★	➤➤➤	
●	240	BBL	SE 184th Ave			★★	➤➤➤	
●	241	MUP	SE 187th Ave (Planned)	✓		★★	➤➤➤	
●	242	NG	SE 39th-42nd St, SE 171st-179th Ave	✓		★	➤➤➤	
●	243	BBL	SE 25th St			★	➤➤➤	
●	244	PBL	SE Mill Plain Blvd		✓	★★★	➤➤➤	
●	245	PBL	SE 192nd Ave		✓	★★	➤➤➤	
●	246	MUP	Unnamed Street (Planned)	✓		★★	➤➤➤	
●	247	MUP	NE 9th St (Planned)	✓		★	➤➤➤	
●	248	MUP	Unnamed Street (Planned)			★	➤➤➤	
●	249	MUP	NE 192nd Ave	✓	✓	★★	➤➤➤	
●	250	PBL	SE 192nd Ave	✓	✓	★★	➤➤➤	
●	251	PBL	SE 20th St, SE 29th St, Village Loop		✓	★	➤➤➤	
●	252	PBL	SE 34th St			★★	➤➤➤	
●	253	PBL	SE 15th St	✓	✓	★★★	➤➤➤	
●	254	NG	NE 3rd St, NE 197th Ave			★★	➤➤➤	
●	255	MUP	SE Evergreen Hwy	✓		★	➤➤➤	
●	256	PBL	SE Brady Rd, SE Columbia Palisades Dr	✓		★	➤➤➤	
●	257	NG	SE Westridge Blvd	✓		★	➤➤➤	
●	258	PBL	SE 1st St			★★	➤➤➤	

DATE: August 30, 2022

TO: Mayor McEnerny-Ogle and Councilmembers

FROM: Eric Holmes, City Manager

CC: Rebecca Kennedy, Ryan Lopossa, Emily Benoit, Kate Drennan

RE: TSP Draft Project Prioritization Framework

Introduction

The Vancouver Transportation System Plan (TSP) will identify transportation projects, policies, and programs for the next twenty years. Infrastructure projects included in the plan will feed into the transportation element of the City's 20-year Capital Facilities Plan and into the Six-year Transportation Improvement Program (TIP). To identify which of the twenty-year projects should be included in the six-year program, the TSP includes a prioritization framework. The proposed draft prioritization framework evaluates transportation projects in two phases:

- Geographic screening: **where** is it most important to invest in transportation infrastructure?
- Implementation screening: **when** should investments be made?

This evaluation is intended to provide a starting point for grouping projects into near-term (TIP), medium-term, and long-term time frames. Other considerations may also influence the ultimate phasing and implementation of projects.

Phase One: Geographic Screening

The geographic screening identifies **where** in Vancouver it is most important to invest in transportation infrastructure, based on Equity, Safety, Climate and Transportation Choice goals. This geographic analysis uses existing spatial datasets and can be carried out using Geographic Information Systems (GIS). Recommended criteria for this phase of screening are:

- Equity Index score
- Crash rate and type
- Access to essential places
- Future growth

The datasets are overlaid to produce a combined score, by segment, for Vancouver's entire transportation network. Previously planned projects are assigned a score based on the score of the street segment(s) they fall on. Shared-use paths can be assigned the score of the nearest parallel street that they provide an alternative route to. New projects can be created for the highest-priority areas by overlaying the TSP's modal networks with the prioritized network. For example, a corridor with a high prioritization score that falls on the low-stress bicycle and small mobility network and is within a pedestrian center could become a Complete Streets project with new pedestrian crossings, new or upgraded sidewalks and curb ramps, and protected mobility lanes. Figure 1 provides a high-level summary of the proposed criteria and related goals for the geographic prioritization phase.

This phase of screening will result in three tiers of priority: high, medium, and low.

Figure 1 Proposed Geographic Screening Framework

Criteria	Description	Related TSP Goals
Equity Index score	Quantitative analysis: based on City Equity Index	Equity
Collision rate and type	Quantitative analysis: based on rate and type of injury or fatality of crashes	Safety
Access to essential places	Quantitative analysis: based on density of key destinations identified in Vancouver's Essential Places dataset	Climate, Transportation Choice
Future growth areas	Quantitative analysis: based on projected jobs and residents from regional model and/or identified growth centers	Climate, Transportation Choice

Phase Two: Implementation Screening

The second phase of screening identifies **when** proposed projects should be implemented. The criteria in this phase are primarily qualitative, and consider factors related to feasibility, funding, coordination, and impacts. It is anticipated that this second phase will result in projects being sorted into the following categories:

- Easy to implement
- Moderately easy to implement
- Challenging to implement

Figure 2 summarizes the proposed implementation screening criteria.

Figure 2 Proposed Implementation Screening Framework

Criteria	Description	Related TSP Goals
Cost and funding opportunities	Quantitative assessment: planning-level cost and level of existing or potential grant funding	Maintenance
Coordination	Qualitative assessment: opportunity to support another agency's project; opportunity to coordinate with pavement or sidewalk maintenance program	Regional Connectivity, Maintenance
Environmental and ROW impacts	Qualitative assessment: NEPA/SEPA and ESA requirements; impact to wetlands, habitat or aquatic resources; impact to cultural resources; need to acquire ROW	Climate
Quick wins	Qualitative assessment: project fills a gap in an otherwise continuous mobility (e.g., pedestrian, bicycle and small mobility, or transit) facility (including crossings and linear gaps of less than ¼-mile)	Safety, Transportation Choice

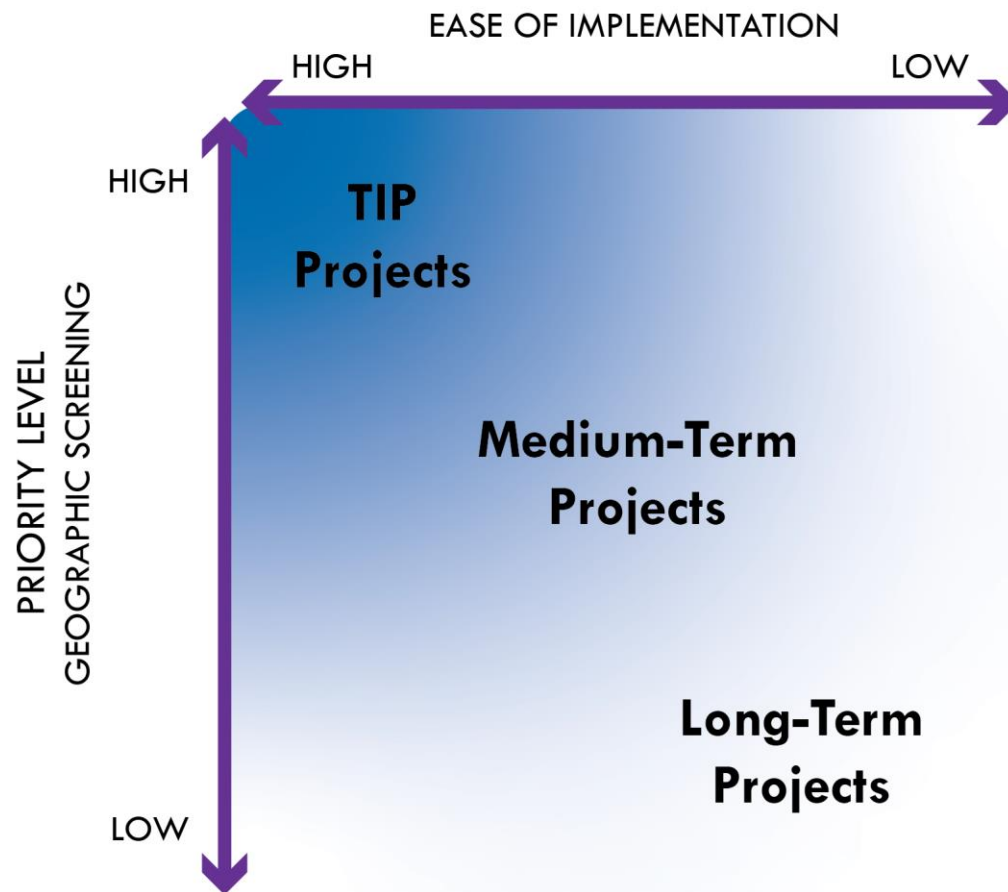
Final Prioritized Project Lists

The results of the Phase 1 and Phase 2 screening will be combined to assign all proposed transportation projects to the TIP (six-year), medium-term (six to ten year), or long-term (ten to twenty year) project list. The matrix in Figure 3 demonstrates one way this could be done. In reality, the boundaries between the project lists may not be as clearly defined. For example, projects that provide high benefits in high priority areas may be advanced into the TIP list despite implementation challenges. The graphic in Figure 4 illustrated this concept.

Figure 3 Final Project Categorization (Table)

Phase 1 (Rows) and Phase 2 (Columns) Screening Result	Easy to Implement	Moderately Easy to Implement	Challenging to Implement
High Priority	TIP	Medium-Term	Medium-Term
Medium Priority	Medium-Term	Long-Term	Long-Term
Low Priority	Long-Term	Long-Term	Remove from list

Figure 4 Final Project Categorization (Graphic)



Implementation

The City currently has in place an “interim project prioritization process” for the Transportation Improvement Program, which was developed at the request of Council and intended to provide a system for ranking projects while the TSP process was underway. The updated proposal outlined in this memo includes some of the key rating factors included in the interim process (e.g., equity considerations, safety data, and ability to implement, etc.), and updates it to reflect TSP goals as well as more recent analysis staff have developed in support of the City’s equity toolkit. It also reflects broad based community engagement and feedback received through TSP and other project outreach.

Given the time it will take to review and develop the geospatial and other tools needed to finalize and implement the proposed new framework, staff anticipate that the interim TIP prioritization process will need to be used for one additional year, for the development of the 2024-2029 TIP that begins in fall 2022 and is completed in June 2023. The inaugural year for the new prioritization framework is anticipated as part of the 2025-2030 TIP, which will be developed starting in the fall of 2023.



Zone 1

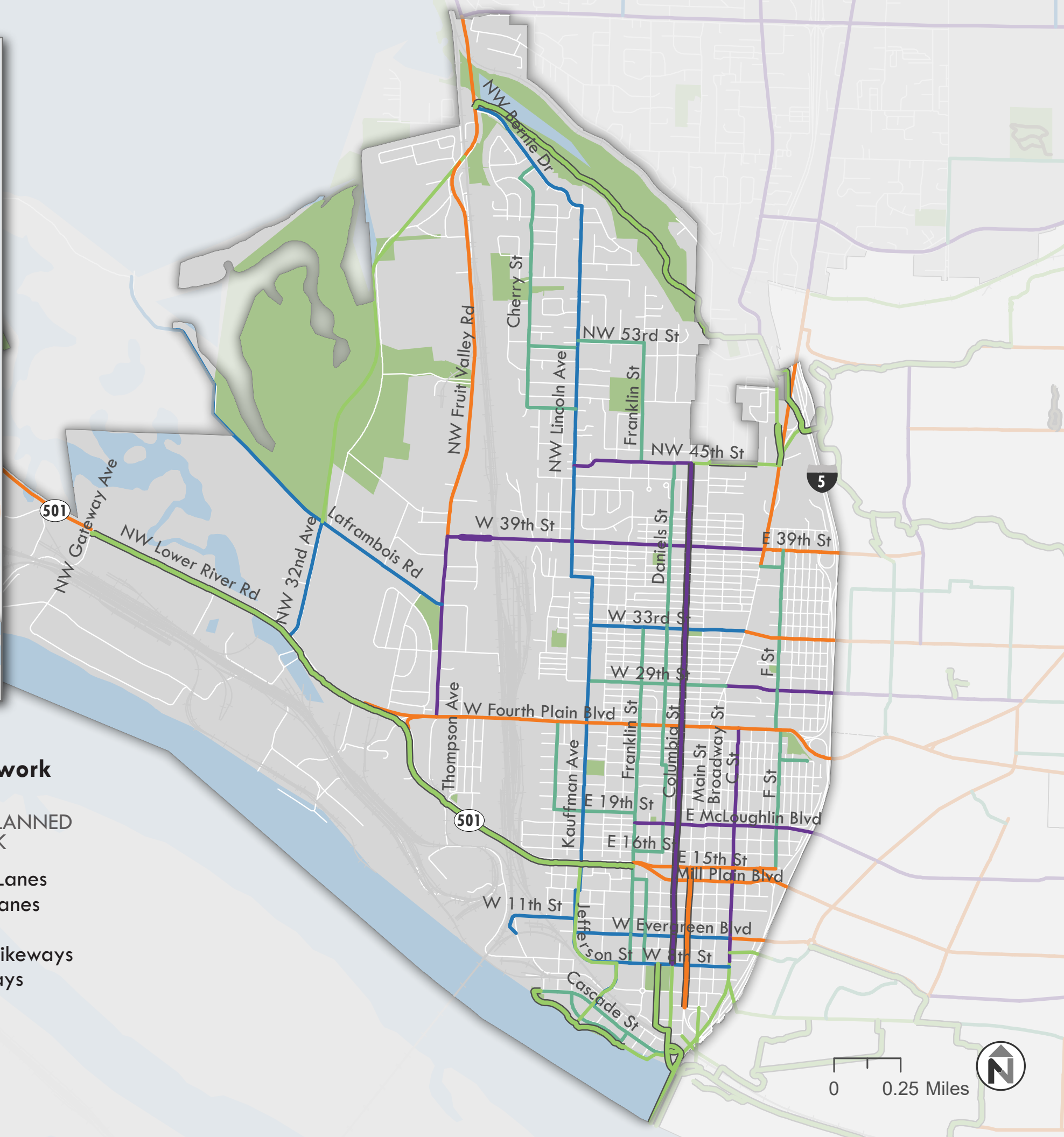
Proposed Bicycle and Small Mobility (BSM) Network

Existing
Proposed

- Protected BSM Lanes
- Buffered BSM Lanes
- BSM Lanes
- NA — Neighborhood Greenways
- Multi-Use Paths
- Unpaved Trails

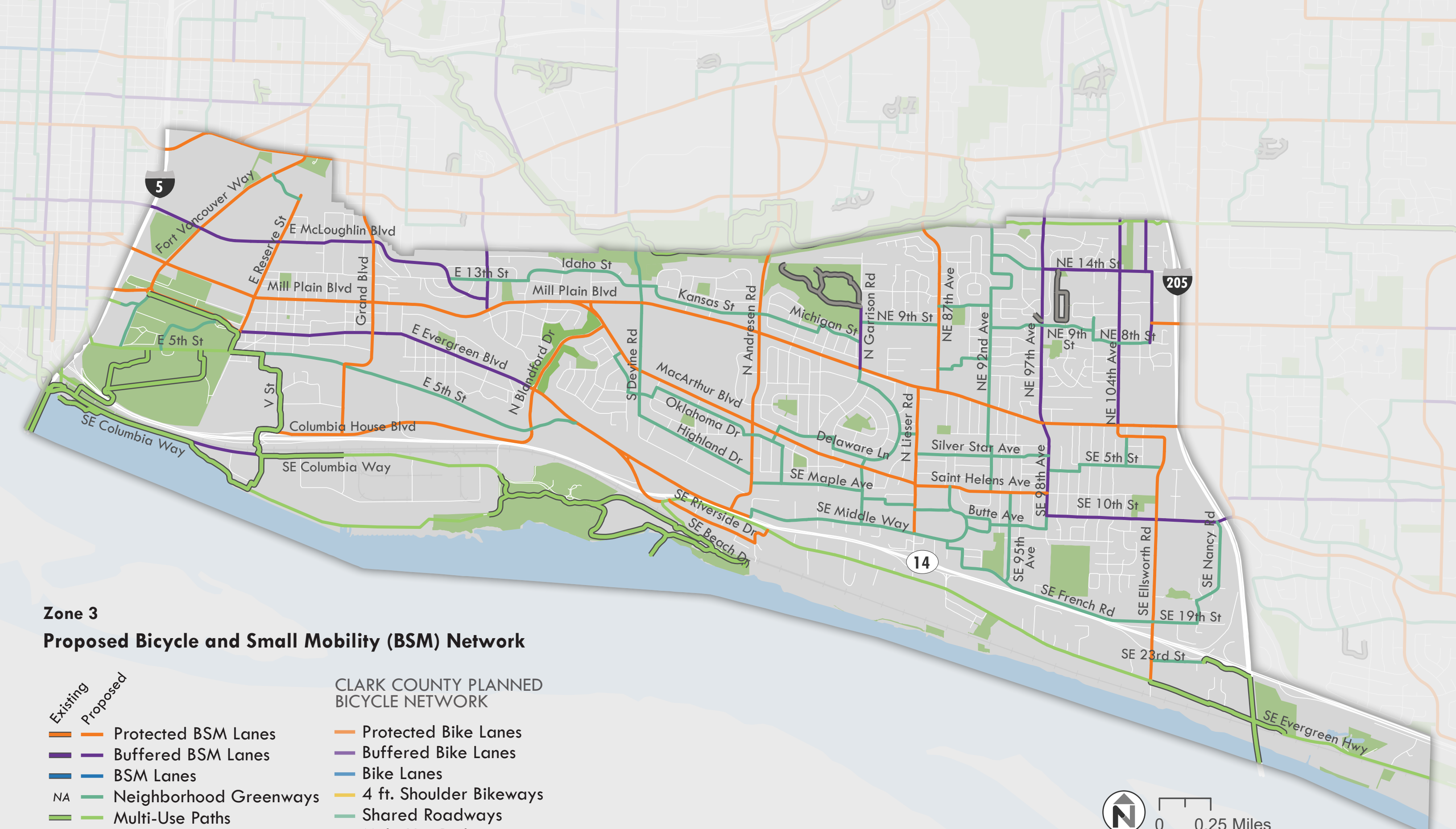
CLARK COUNTY PLANNED BICYCLE NETWORK

- Protected Bike Lanes
- Buffered Bike Lanes
- Bike Lanes
- 4 ft. Shoulder Bikeways
- Shared Roadways
- Multi-Use Paths
- Unpaved Trails



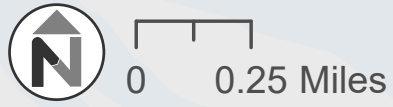
Proposed Bicycle and Small Mobility (BSM) Network



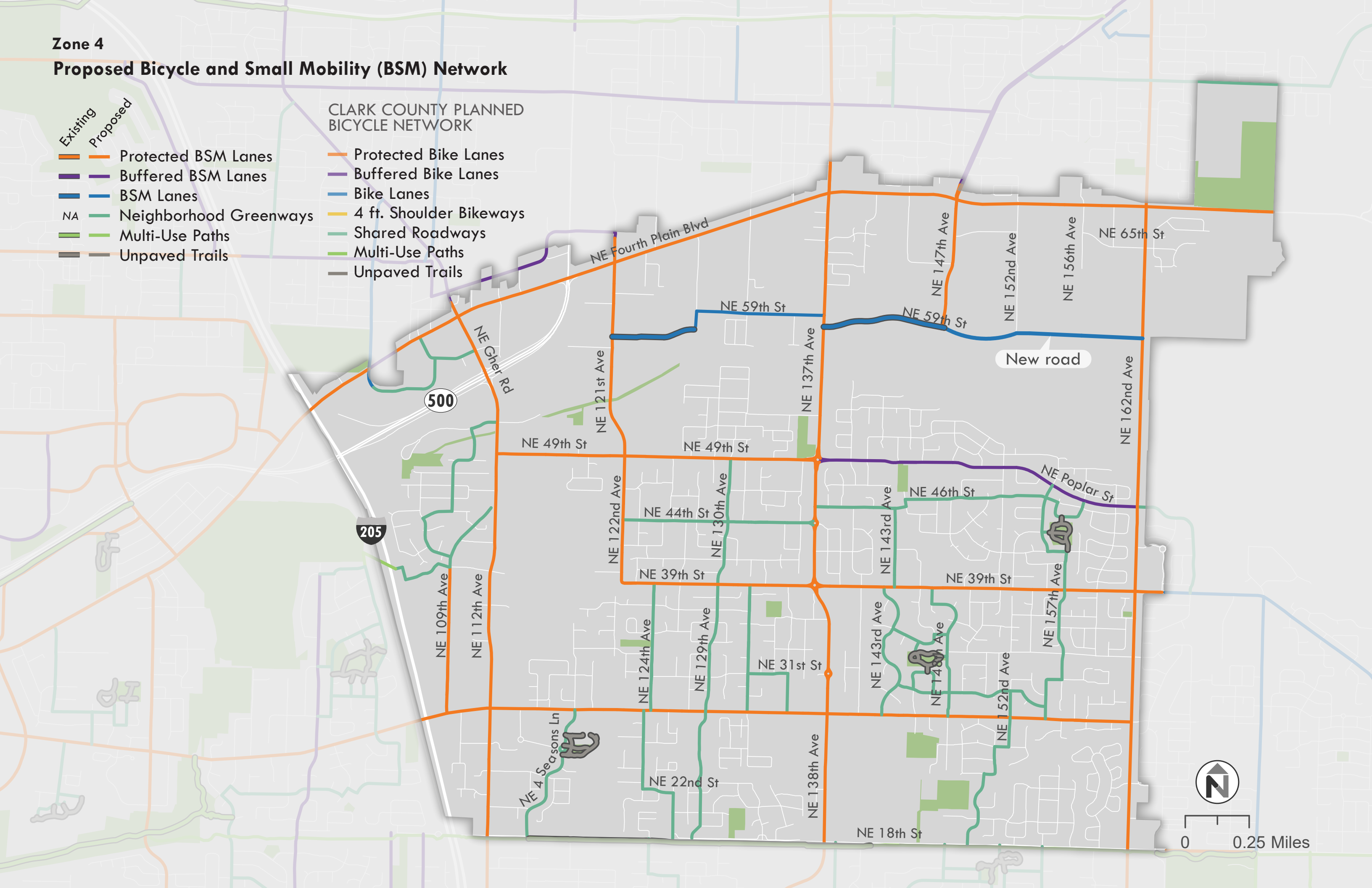
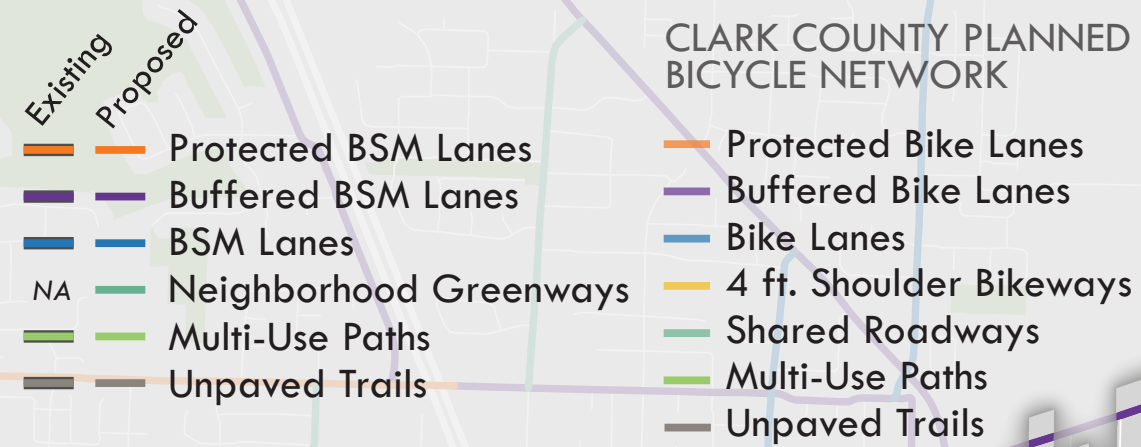


Zone 3
Proposed Bicycle and Small Mobility (BSM) Network

- | Existing | Proposed | | |
|---|--|---|---|
|  |  Protected BSM Lanes |  |  Protected Bike Lanes |
|  |  Buffered BSM Lanes |  |  Buffered Bike Lanes |
|  |  BSM Lanes |  |  Bike Lanes |
| NA |  Neighborhood Greenways |  |  4 ft. Shoulder Bikeways |
|  |  Multi-Use Paths |  |  Shared Roadways |
|  |  Unpaved Trails |  |  Multi-Use Paths |
| | |  |  Unpaved Trails |



Proposed Bicycle and Small Mobility (BSM) Network

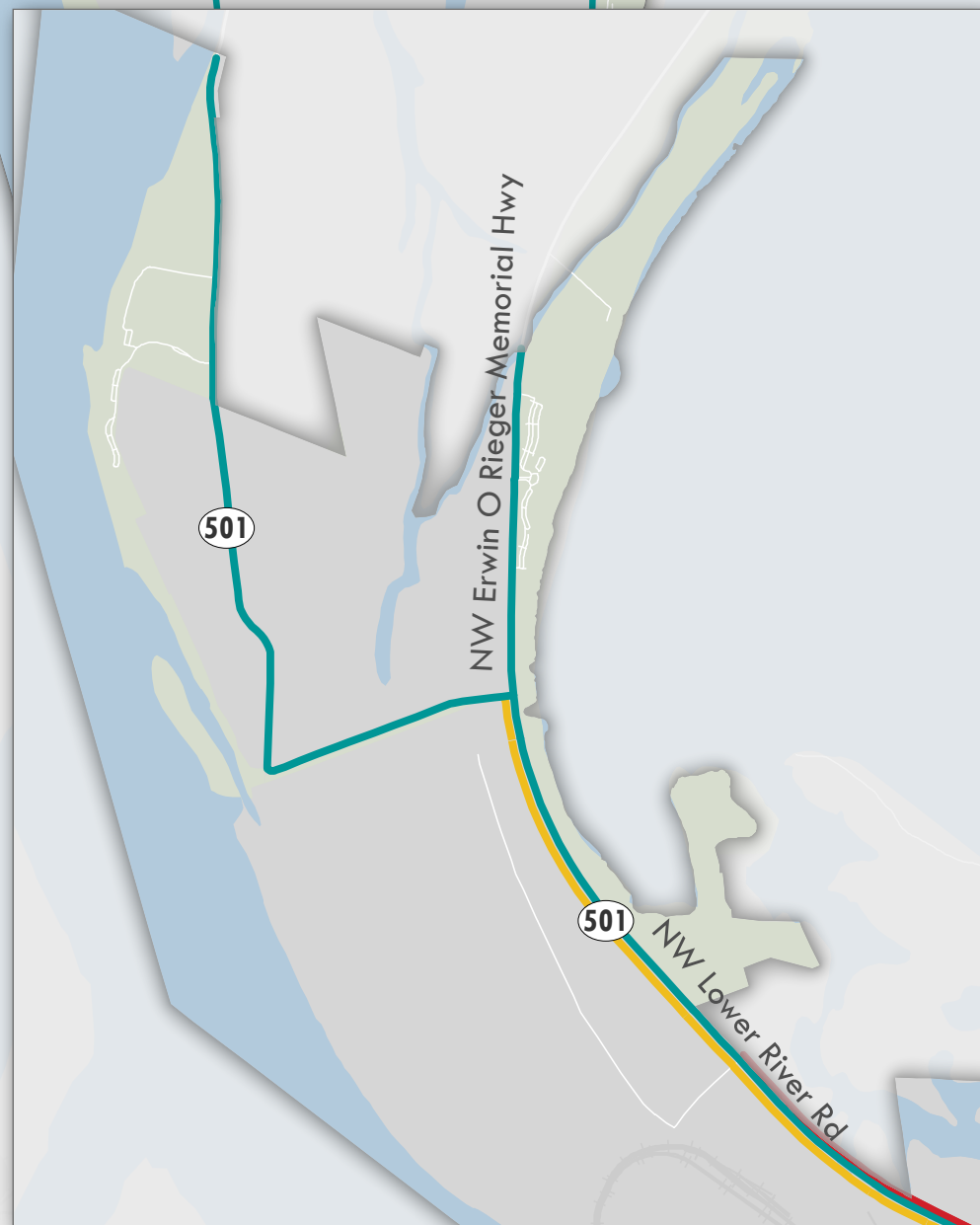


Zone 5 Proposed Bicycle and Small Mobility (BSM) Network

- | Existing | Proposed | | |
|--|------------------------|---|-------------------------|
|  | Protected BSM Lanes |  | Protected Bike Lanes |
|  | Buffered BSM Lanes |  | Buffered Bike Lanes |
|  | BSM Lanes |  | Bike Lanes |
| NA  | Neighborhood Greenways |  | 4 ft. Shoulder Bikeways |
|  | Multi-Use Paths |  | Shared Roadways |
|  | Unpaved Trails |  | Multi-Use Paths |
| | |  | Unpaved Trails |

CLARK COUNTY PLANNED BICYCLE NETWORK





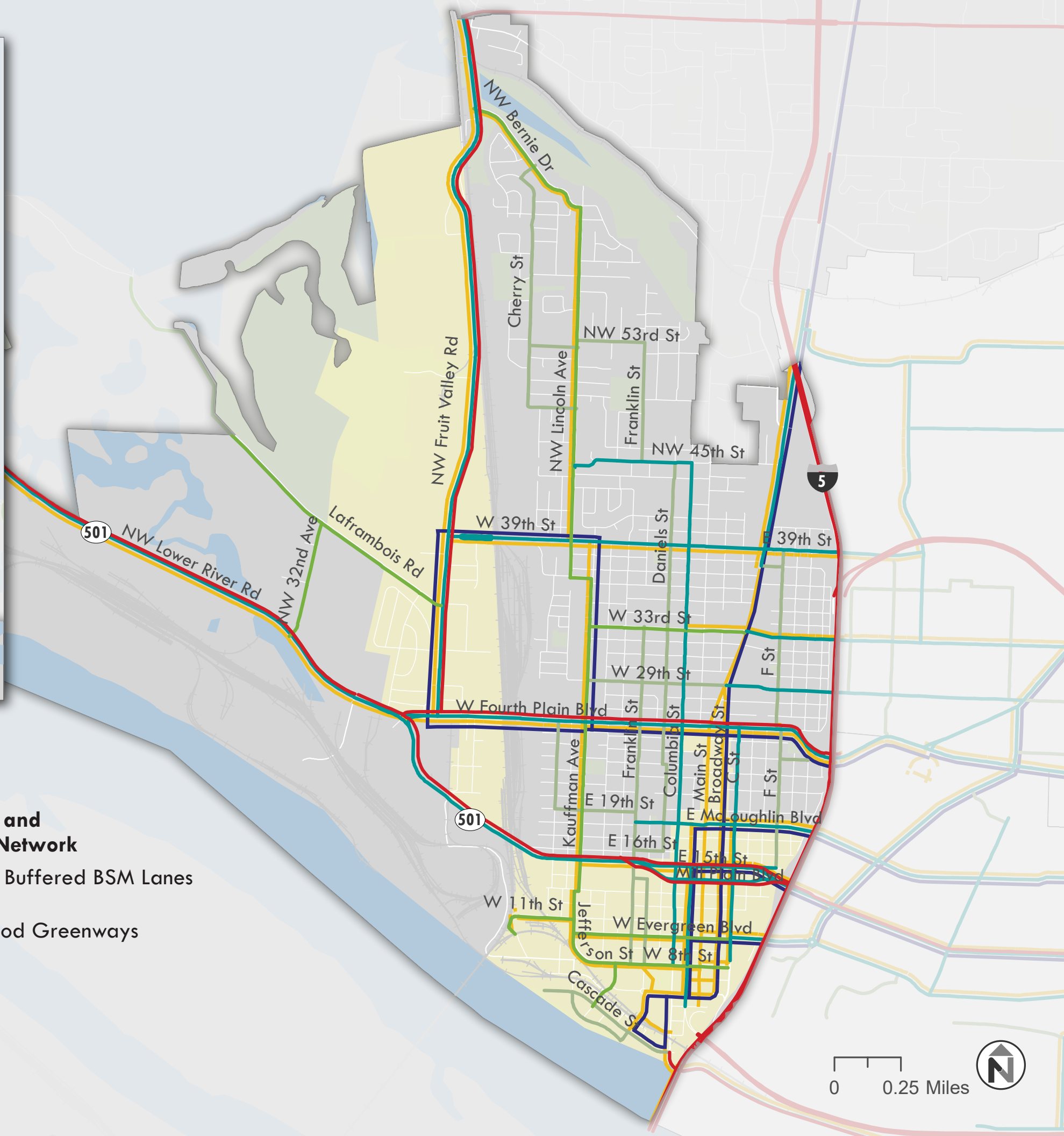
Zone 1

Primary Pedestrian Network

- Pedestrian Centers
- Pedestrian Corridors (Primary)
- Enhanced Transit Corridors
- Freight Corridors

Primary Bicycle and Small Mobility Network

- Protected / Buffered BSM Lanes
- BSM Lanes
- Neighborhood Greenways



0 0.25 Miles



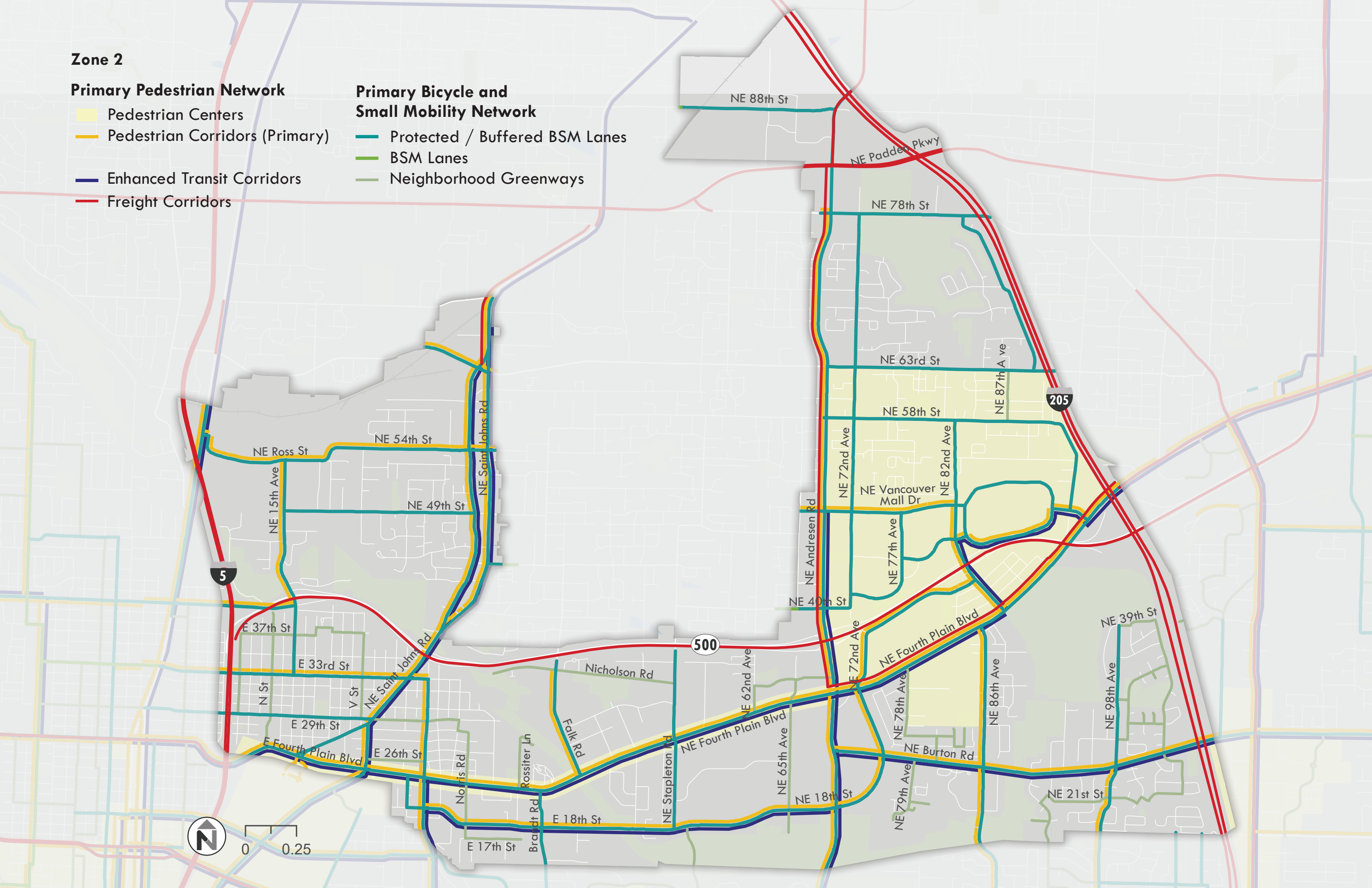
Zone 2

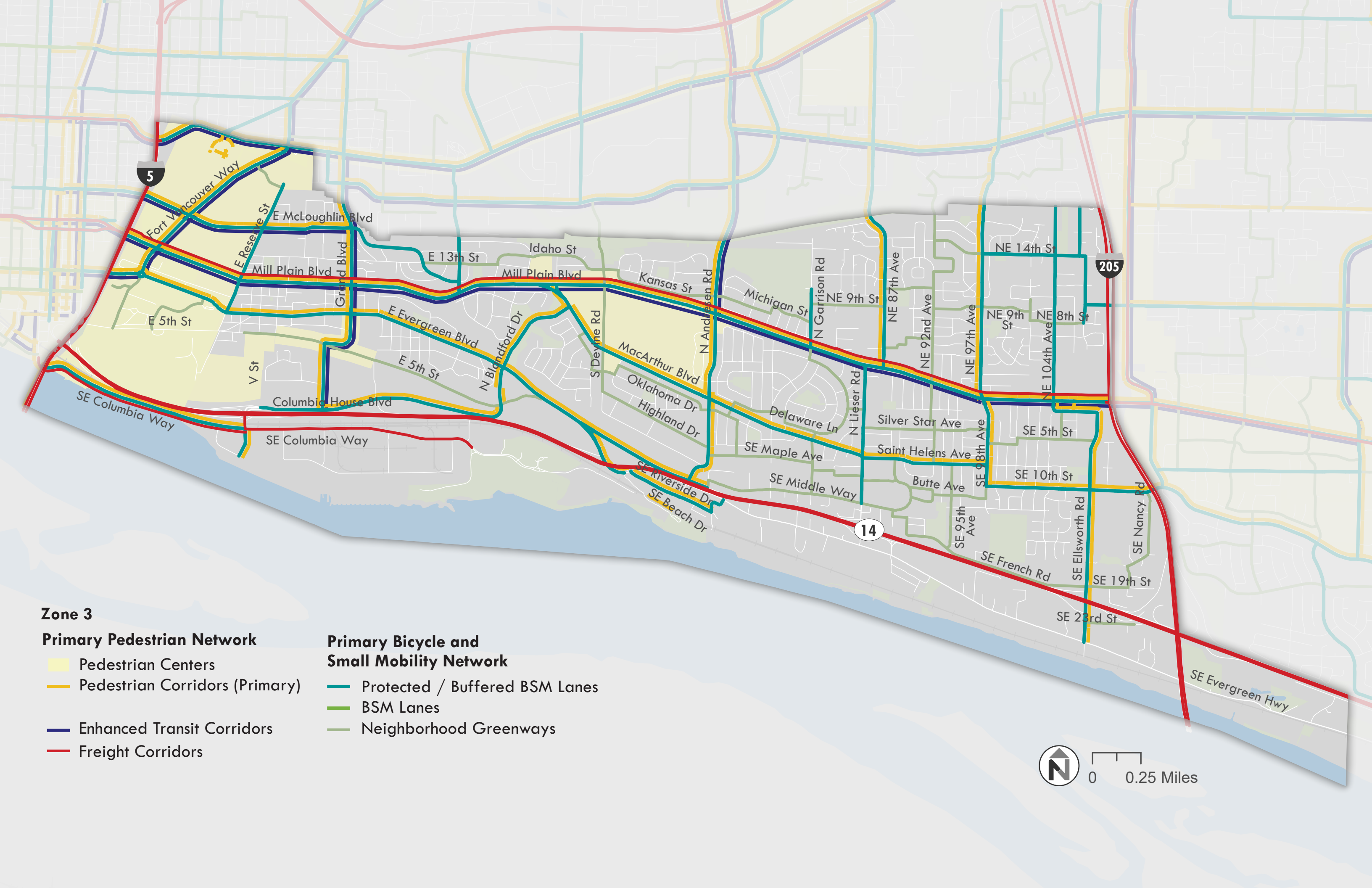
Primary Pedestrian Network

- Pedestrian Centers
- Pedestrian Corridors (Primary)
- Enhanced Transit Corridors
- Freight Corridors

Primary Bicycle and Small Mobility Network

- Protected / Buffered BSM Lanes
- BSM Lanes
- Neighborhood Greenways





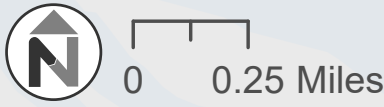
Zone 3

Primary Pedestrian Network

- Pedestrian Centers
- Pedestrian Corridors (Primary)
- Enhanced Transit Corridors
- Freight Corridors

Primary Bicycle and Small Mobility Network

- Protected / Buffered BSM Lanes
- BSM Lanes
- Neighborhood Greenways



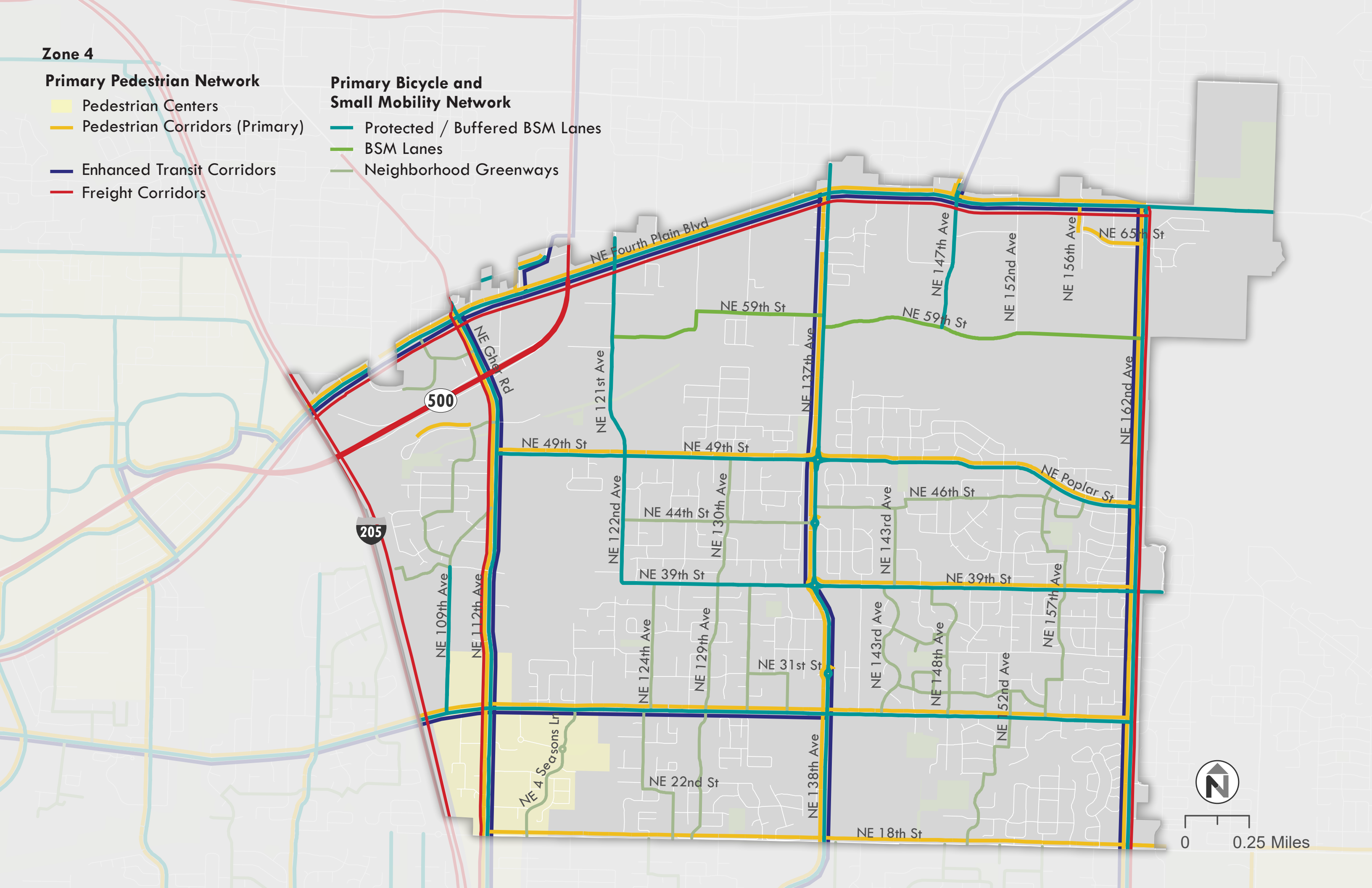
Zone 4

Primary Pedestrian Network

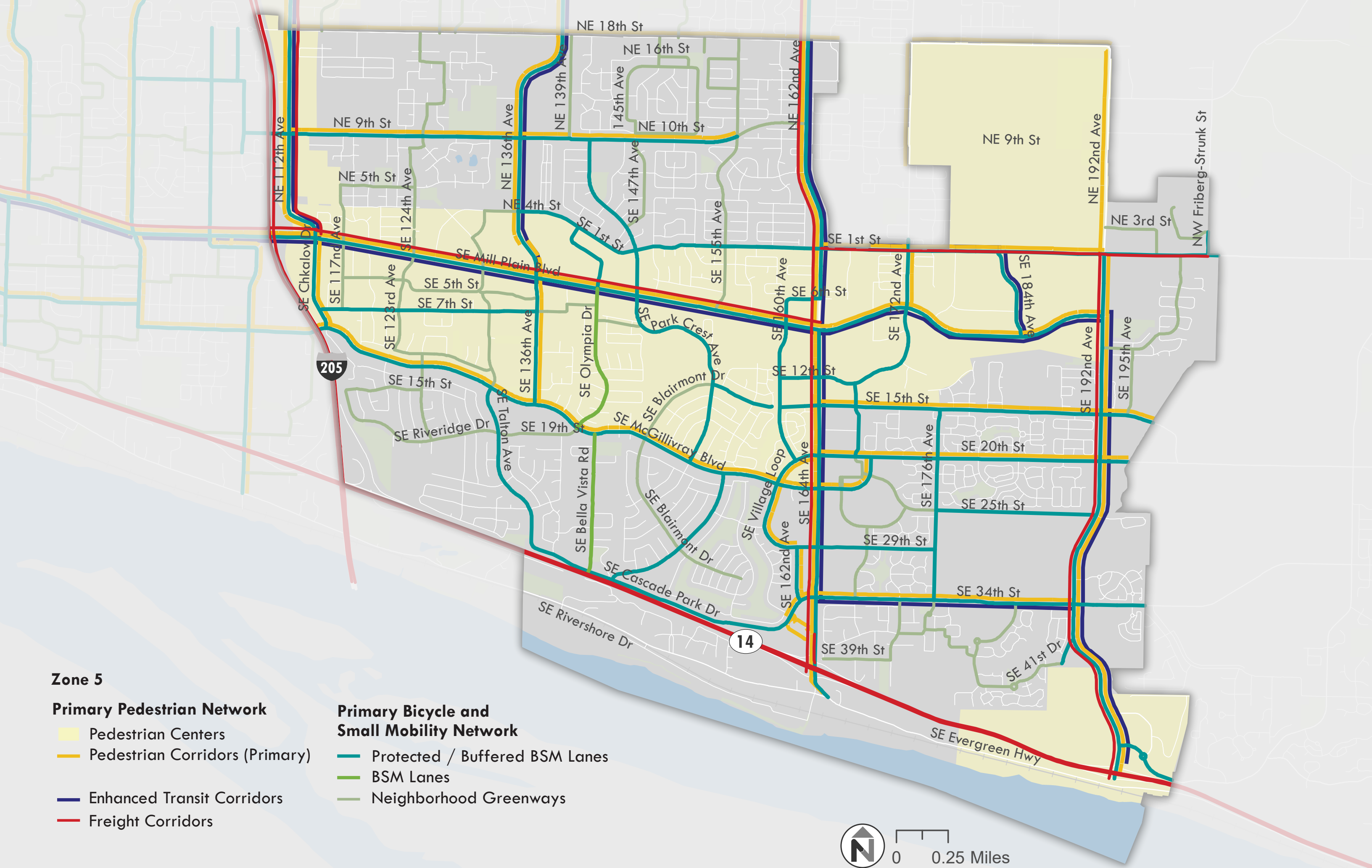
- Pedestrian Centers
- Pedestrian Corridors (Primary)
- Enhanced Transit Corridors
- Freight Corridors

Primary Bicycle and Small Mobility Network

- Protected / Buffered BSM Lanes
- BSM Lanes
- Neighborhood Greenways



0 0.25 Miles





Staff Report: 135-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/10/2023

SUBJECT Bid Rejection - Bid #23-25: W Fourth Plain Water & Sewer Improvements

Key Points

- One bid was received on June 6, 2023, and it was 57% higher than the Engineer's Estimate.
- The utility project was bid with a short time frame for construction to get in front of grant funded transportation project.
- Further interdepartmental coordination has resulted in lengthening the project's tight time frame to attract more bidders and alleviate construction costs associated with expediting the project work.
- Bid rejection will allow the project to be rebid with a longer construction time frame.

Present Situation

This project was bid on June 6, 2023, for the construction of water and sewer improvements in West Fourth Plain between Lincoln Avenue and Main Street and connecting side streets. The project limits are shown on the attached map. One bid was received and opened. The bid was \$3,249,594.23 which is 57% higher than the Engineer's Estimate of \$2,075,000. The lack of other bidders and a higher-than-expected construction cost can likely be attributed to the project having a short time frame for construction. Bidders were given a time constraint for the utility project to be completed by October 1, 2023, to get in front of a grant funded transportation project that will reconstruct the intersection of West Fourth Plain Boulevard and Franklin Street. The intersection to be reconstructed lies in the middle of the utility project route. It is important for the underground utilities to be constructed first to avoid impacting the intersection after it has been reconstructed.

After bid opening, further interdepartmental coordination has resulted in a shift in construction priorities that will allow the utility project a longer time frame for construction. The Transportation Group has agreed to delay the start of their grant funded intersection project to enable the utility project to have a construction time frame extending to May 1, 2024. The longer time frame should attract more bidders and alleviate construction costs associated with expediting the utility work. Rejecting the bid will allow the project to be rebid with the longer construction time frame.

Advantage(s)

1. Rebidding the project with a longer construction time frame should attract more bidders for a more competitive bid process.
2. Alleviating the costs associated with expediting the utility work should result in lower bids for a cost savings to the City.

Disadvantage(s)

1. Additional administrative costs associated with rebidding the project.
2. Expect to see more bidders at lower bid prices, but it is not guaranteed.
3. Delays a grant funded transportation project for seven months.

Budget Impact

This project has been budgeted in the 2023-2024 Water Capital Project Budget as PRJ100499 and in the 2023-2024 Sewer Capital Project Budget as PRJ100741.

Prior Council Review

Approval of the 2023-2024 Water and Sewer Capital Budgets.

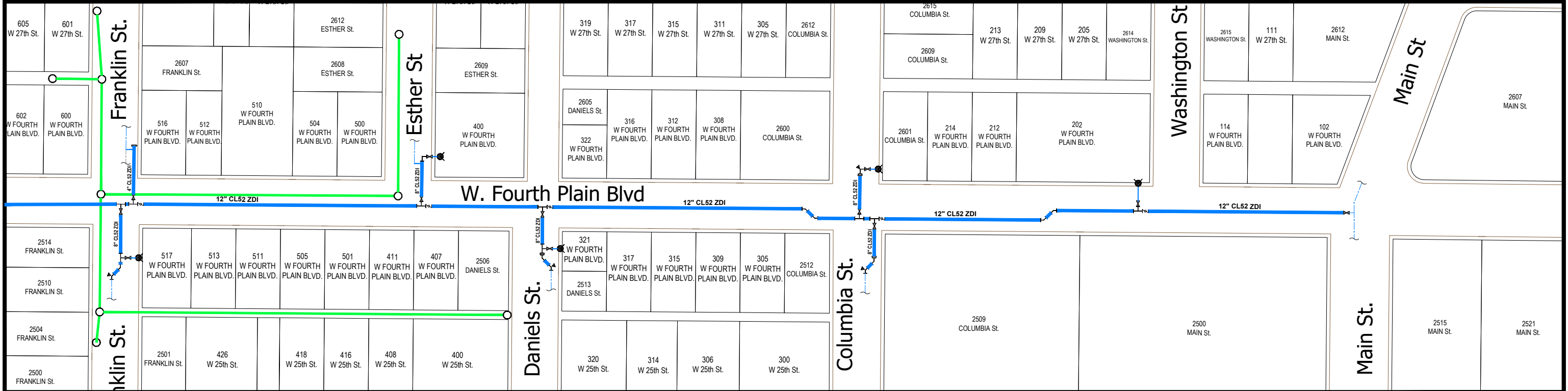
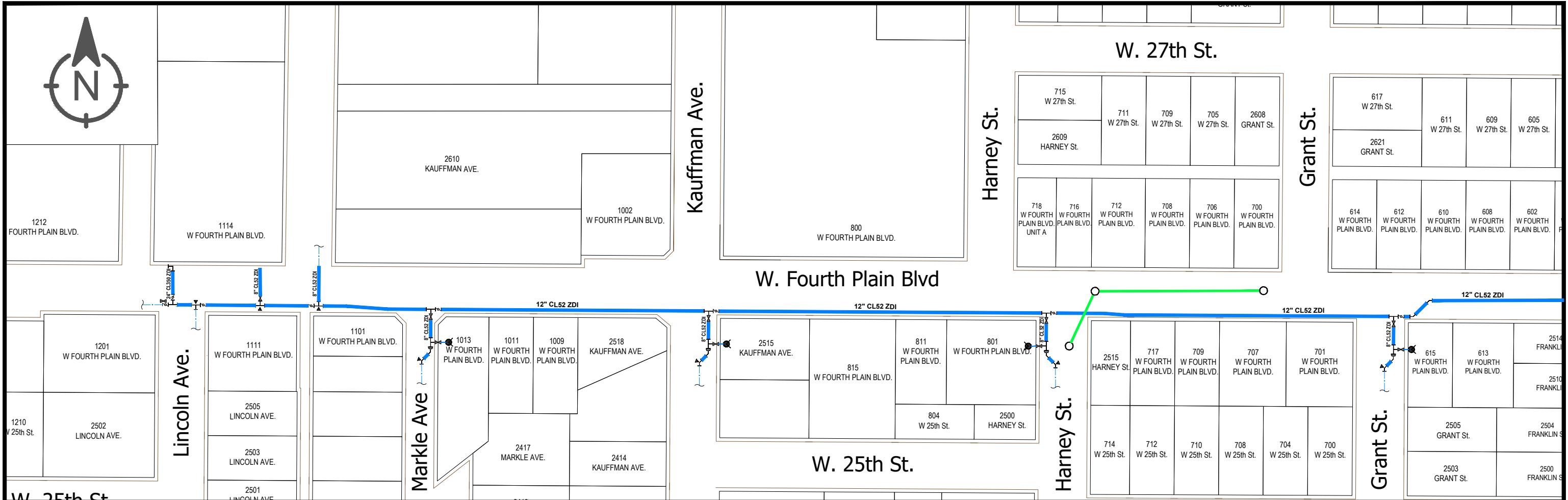
Action Requested

On July 10, 2023, reject the bid to facilitate changes to the construction time frame and allow the project to be rebid.

Michelle Henry, Senior Civil Engineer, 360-487-7155

ATTACHMENTS:

- ▯ Project Boundary Map - W 4th Plain Water Sewer Project



PRJ100499 (W)/PRJ100741 (S) - W. 4th PLAIN BLVD.
LINCOLN AVE. - MAIN ST.
12" TRANSMISSION WATER MAIN/SEWER MAIN

UTILITY LEGEND	
	NEW TRANSMISSION WATER MAIN
	NEW SEWER MAIN



Staff Report: 136-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/10/2023

SUBJECT Bid Award for East Orchards Fourth Plain Stormwater Retrofits per Bid # 23-03

Key Points

Construct stormwater improvements in East Fourth Plain Blvd. to provide runoff treatment and flow control.

Present Situation

Currently stormwater runoff from East Fourth Plain Blvd. flows untreated into several roadside infiltration systems constructed by the Washington Department of Transportation, which have reached the end of their useful life. This project uses Washington Department of Ecology grant funds to install 2 bioretention facilities and infiltration facilities in the public right of way to collect, treat, and infiltrate stormwater runoff. This will ultimately improve water quality in Burnt Bridge Creek.

On June 20, 2023, the City received 3 bids for the subject project. The bids ranged between \$2,028,894.00 and \$2,363,000.00. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Halme Excavating Inc, Battle Ground, WA	\$2,028,894.00
Advanced Excavating Specialists, LLC, Kelso, WA	\$2,327,532.00
Tapani, Inc., Battle Ground, WA	\$2,363,000.00
Engineers' Estimate	\$1,875,000.00

The contractor intends to meet the 3% apprenticeship goal by utilizing 465 apprenticeship hours of the total 9,289 labor hours for the project.

Advantage(s)

1. Provides effective water quality treatment of stormwater prior to infiltration.

2. Provides infiltration of stormwater to reduce roadway ponding.
3. Infiltration of stormwater provides for aquifer recharge.
4. Utilizes grant funds for city street stormwater improvements and City staff salaries.

Disadvantage(s)

None

Budget Impact

This project is funded in part through a State Water Quality Financial Assistance Grant. The grant covers project design, engineering, and construction costs. It requires a 25% cash match from the City which will come from the existing capital budget in the Surface Water Utility Fund.

Prior Council Review

Project funding was previously reviewed by Council as part of the 2023-2024 Surface Water Construction Capital Budget.

Action Requested

On 7/10/2023, award a construction contract for the East Orchards Fourth Plain Stormwater Retrofits project to the lowest responsive and responsible bidder, Halme Excavating Inc, of Battle Ground, WA, USA at their bid price of \$2,028,894.00, which includes Washington State sales tax, and authorize the City Manager or designee to execute the same.

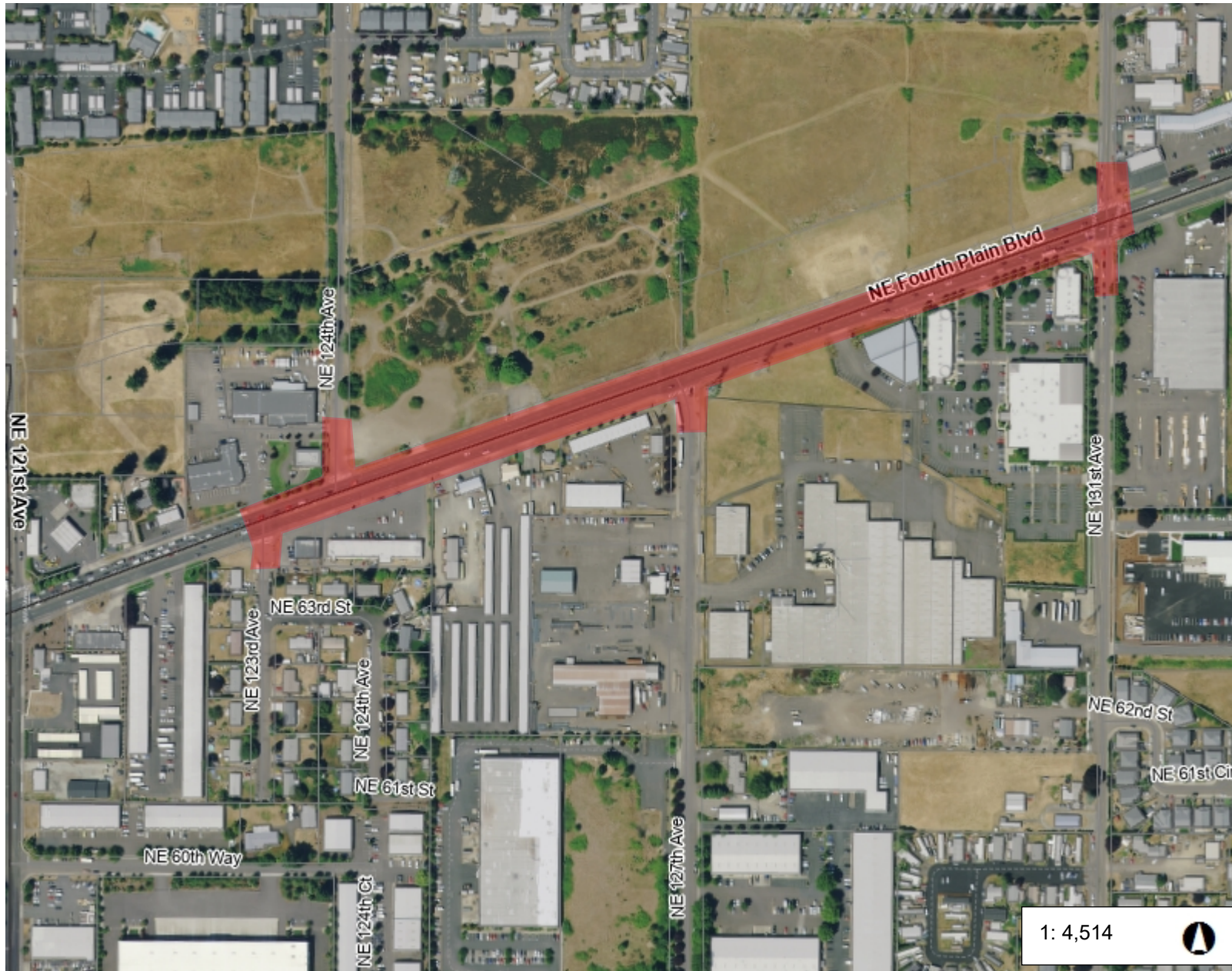
Aron Rice, Civil Engineer, 360-487-7170

ATTACHMENTS:

- ▣ Vicinity Map
- ▣ Contract



East Orchards Fourth Plain Stormwater Retrofit



Legend

All Roads

- Interstate
- State Route
- Arterial
- Forest Arterial
- Minor Collector
- Forest Collector
- Private or Other

- Building Footprints
- Taxlots

Notes:

1: 4,514



752.3 0 376.17 752.3 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information. Taxlot (i.e., parcel) boundaries cannot be used to determine the location of property lines on the ground.



CONSTRUCTION CONTRACT # C-101342
ITB 23-03: East Orchards Fourth Plain Stormwater Retrofit

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and Halme Excavating, Inc. (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

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

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 23-03 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on July 10, 2023 per Staff Report No. ~~##-##~~; and

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

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

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

This Contract provides for sixteen (16) bioretention planters including plantings, five (5) mechanical filtration devices, thirteen (13) new infiltration trenches, and associated drainage connections, streetscape improvements, plantings, and pavement restoration on or near NE Fourth Plain Blvd. between NE 123rd Ave. and NE 131st Ave., within the City of Vancouver, Washington all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The Contract Work shall be Physically Complete within 150 Working Days from the Notice to Proceed. The Contract Work under Schedule A of the Bid Form must be Physically Complete no later than January 30, 2024.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract.
3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Contract. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.
4. **CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.

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

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

Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

- 6. COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.5% Washington State Sales Tax (if applicable) \$2,028,894.00 USD.

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

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

In addition, all policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

The Contractor agrees to procure insurance coverage as required below:

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

COVERAGE	LIMITS OF LIABILITY
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$3,000,000
Annual Aggregate	\$6,000,000

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

8. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
9. **DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute cannot be resolved through mediation, either party may initiate litigation pursuant to the governing law and venue provisions of this Contract. The Parties agree to pay their own attorneys' fees and expenses.
10. **GOVERNING LAW/VENUE:** This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Clark County, Washington.
11. **EMPLOYMENT OF LABOR:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.
12. **PAYMENT OF LABOR:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

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

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

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

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

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

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

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

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

- 15. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.
- 16. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 17. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 18. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.
- 19. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.
- 20. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to

determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

- 21. RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.
- 22. ASSIGNMENT:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.
- 23. TERMINATION FOR CONVENIENCE:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

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

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

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

waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

- 27. ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.
- 28. USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.
- 29. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.
- 30. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
- 31. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.
- 32. RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.
- 33. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
 1. Amendments to the Contract,
 2. This Contract,
 3. Contractor's Bid including Addenda to the Solicitation,
 4. WA State Dept of Ecology Insert
 5. Contractor's Bid,
 6. Special Provisions,
 7. Contract Plan Set,

8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
9. City of Vancouver Standard Plans,
10. WSDOT Standard Specifications,
11. WSDOT Standard Plans.

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

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

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

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

For the Owner:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
anna.vogel@cityofvancouver.us

For the Contractor:
Andrew Halme
Halme Excavating, Inc.
22514 NE 72nd Avenue
Battle Ground, WA 98604
office@halmepnw.com

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Halme Excavating, Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk



Staff Report: 137-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/10/2023

SUBJECT Approval to purchase a Bearcat vehicle under City of Vancouver contract C-101243; HGAC AM10-20 for Lenco Industries

Key Points

- Washington state law requires that, when possible, officers use de-escalation tactics prior to using force.
- Armored vehicles help officers safely employ de-escalation tactics by maintaining the benefits of time, distance, and shielding in a location so they can implement negotiations and other best-practice resources and strategies to resolve dangerous situations.
- The Law Enforcement Council's (LEC) current armored vehicle (called a Bearcat) is due for replacement.
- LEC would like to purchase the Bearcat vehicle by piggybacking off a contract that was competitively bid by Houston-Galveston Area Council (HGAC) and conforms to the City's bidding requirements.
- The replacement unit will be paid for utilizing the Southwest Washington Regional SWAT Team's current budget.

Present Situation

The Police Department's SWAT Team has a 2005 Lenco Bearcat that is due for replacement this year. A Bearcat is an armored vehicle that uses a Ford F550 chassis as its platform. Reserves from the SWAT fund will be utilized to purchase the replacement vehicle. The purchase was approved by (LEC) on December 12, 2022. Staff is requesting authorization to purchase the Bearcat vehicle under the terms and conditions negotiated between HGAC and Lenco Industries, Contract No. AM 10-20, including Amendment 1 to the contract, by piggybacking on the cooperative purchasing contract.

Armored vehicles allow the police department to align with the State of Washington and community's changing expectations of police responses to critical incidents. De-escalation tactics are now a consistent part of law enforcement training and practice throughout the region. These tactics include the concepts of increasing time, distance, and shielding so more options and resources are available to resolve an incident without a significant use of force (RCW

10.120.010). Current industry best practices often involve a police response which includes less lethal use of force tools, officers specially trained in mental health issues and negotiations, and medically trained officers.

The armored vehicle is used to transport a team of responders into a dangerous situation to take coordinated actions that are intended to minimize use of force during an incident. In addition to transport and shielding, the Bearcat vehicles provide upgraded lighting, which allows for responding officers to clearly see and better interpret the visual nuances of a particular situation. Amplified sound and public address systems are also a benefit of these vehicles, since they allow officers to communicate effectively with people in hard-to-reach locations, again increasing distance and slowing down the pace of the incident to help de-escalate the situation.

Advantage(s)

1. The approval for continued use of this contract will enable Fleet Services to order the required replacement equipment while taking advantage of the contract's competitive pricing.
2. Piggybacking on cooperative purchasing contracts creates efficiency and saves time and other City resources. Specifically, it eliminates the lengthy process of gathering quotes and evaluating built designs that won't work for our fleet.
3. Purchasing the replacement Bearcat vehicle will enhance law enforcement services, by improving police response time, allowing for increased de-escalation abilities (time, distance, and shielding) while engaging with armed subjects, and improving officer safety when responding to violent crime and mass casualty events.

Disadvantage(s)

None

Budget Impact

None. Sufficient budget for the replacement vehicle has been included in the 2023-24 budget.

Prior Council Review

None

Action Requested

Authorize the City Manager, or their designee, to approve purchases under contract C-101243 for the life of the contract with Lenco Industries up to the current authorized budget, which is \$341,000.

Kathy McNicholas, Police Lieutenant, 360-487-7442; Daphine Harris, Police Finance and Logistics Supervisor, 360-487-7498

ATTACHMENTS:

- ▣ Contract
- ▣ Amendment No. 1
- ▣ Example PO

H-GAC

Houston-Galveston Area Council

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

Cooperative Agreement - Lenco Industries, Inc. - Public Services -

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

H-GAC

Houston-Galveston Area Council

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

Cooperative Agreement - Lenco Industries, Inc. - Public Services - -ID: 5691

GENERAL PROVISIONS

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

WITNESSETH:

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

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

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

ARTICLE 1: LEGAL AUTHORITY

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

ARTICLE 2: APPLICABLE LAWS

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

ARTICLE 3: INDEPENDENT CONTRACTOR

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

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Oct 01 2020 and ends Sep 30 2022. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

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

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

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

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

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

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

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

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. Convenience

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

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

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Lenco Industries, Inc.

Signature 
22361965AD3D478...

Name Rob Weisberger

Title Contracting & Sales Admin Spec.

Date 10/27/2020

H-GAC

DocuSigned by:
Signature 
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 10/29/2020

Attachment A Lenco Industries, Inc. Ambulances, EMS & Other Special Service Vehicles Contract No.: AM10-20		
HH. Lenco Industries		
These units can only be sold outside Texas		
C. Other Specialty Vehicle or Equipment		
AM20HHC01	BearCat G2, fully-armored tactical vehicle, F-550 chassis, 131" WB	\$200,704.00
AM20HHC02	BearCat G3, fully-armored tactical vehicle, F-550 chassis, 131" WB, Off-Road edition	\$235,662.00
AM20HHC03	MedCat G2, fully-armored emergency response vehicle, F-550 chassis, 131" WB, MedEvac edition	\$226,531.00
AM20HHC04	MedCat G3, fully-armored emergency response vehicle, F-550 chassis, 131" WB, MedEvac Off-Road edition, (2) litter design	\$261,489.00
AM20HHC05	BearCat G3 Advanced Rescue, fully-armored emergency response vehicle, F-550 chassis, 131" WB, MedEvac Off-Road edition, (4) litter design	\$320,657.00
AM20HHC06	BearCat X3, fully-armored tactical vehicle, F-550 chassis, 131" WB, Pick-up edition	\$243,520.00
AM20HHC07	BearCat X3 FireCat, fully-armored emergency response vehicle, F-550 chassis, 131" WB, Pick-up Fire Response Edition	\$337,420.00
AM20HHC08	BearCat G2 EOD, fully-armored emergency response vehicle, F-550 chassis, 131" WB, Bomb Disposal edition	\$237,504.00
AM20HHC09	BearCat G3 EOD, fully-armored emergency response vehicle, F-550 chassis, 131" WB, Bomb Disposal Off-Road edition	\$263,662.00
AM20HHC10	BearCat VIP, fully-armored tactical security vehicle, F-550 chassis, 131" WB, SUV Edition	\$253,479.00

AMENDMENT No. 1 to CONTRACT No. AM10-20
For
Ambulances, EMS & Other Special Service Vehicles
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Lenco Industries, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through September 30, 2023 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,
Houston, Texas

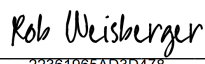
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82EC270D5D01423...

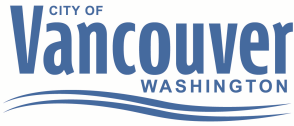
Chuck Wemple, Executive Director
Date: 10/12/2022

Signed for: **Lenco Industries, Inc.**

Printed Name & Title:

DocuSigned by:

22361965AD3D478...

Rob Weisberger Contracting & Sales
Date: 10/11/2022



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

Purchase Order Number: PO-63829
Revision Number: 0
Purchase Order Date: 6/30/23

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

Lenco Industries, Inc.
 10 Betnr Industrial Drive
 Pittsfield, MA 01201

Submit Invoice To:

City of Vancouver
 P.O. Box 1995
 Vancouver, WA 98668
 accpay@cityofvancouver.us

Ship To:

City of Vancouver
Julie Denton
 415 W 6th Street
 Vancouver, WA 98660

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

Line #	Line Description	Qty	UOM	Unit Price	Amount
1	Example PO	1	Each	1.00	1.00
				Subtotal:	\$1.00
				Tax:	\$0.09
				Total:	\$1.09

Note to Supplier

Enter this URL <https://www.cityofvancouver.us/files/page/terms-and-conditions> to access either the General terms and conditions or the Professional Services terms and conditions, whichever apply to this purchase order. Any amendments to this purchase order take full precedent over said terms and conditions.

The Houston-Galveston Area Council Cooperative Agreement and Amendments thereto ("Master Contract") between the Contractor and the Houston-Galveston Area Council is adopted and incorporated herein by this reference. The City shall be considered a "End User" under the terms of the Master Contract.

Supplier shall be deemed to have agreed to be bound by the aforementioned terms by accepting the Purchase Order, delivering the goods, and/or performing the services.

Authorized Signature



Staff Report: 138-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/10/2023

SUBJECT Body Armor Purchase for Vancouver Police Department

Key Points

- The City purchases body armor for Vancouver Police Department under a Washington State Contract. Current City contract limit is \$300,000.
- Purchases are expected to exceed the current \$300,000 threshold, requiring council approval.

Present Situation

Body armor is associated with vests and helmets to provide ballistic protection to the vital organs in the torso and head. Generally, each vest contains two armor panels held in place by a carrier. Each sworn officer is issued a ballistic vest system and helmet. The ballistic vest system is used to protect personnel and is worn at all times when on duty. Vancouver Police Department also replaces all ballistic vests for officers as the vests near their five-year warranty expiration date. Southwest Washington SWAT Team also utilizes this contract to purchase and replace body armor.

Vancouver Police Department purchases body armor through the Washington State Contract #03720 with Municipal Emergency Services. The City has purchased \$252,471 under this contract since March 15, 2021. Purchases are expected to exceed the current \$300,000 threshold, shortly. The current state contract expires on November 10, 2024, with the opportunity for one additional extension to November 10, 2025. This request is to increase the City's not to exceed amount to \$800,000 to allow for continued purchases through the end of the state's contract term.

Advantage(s)

Utilizes an existing contract through Washington State that is effective through November 10, 2024, to take advantage of competitive pricing.

Disadvantage(s)

None

Budget Impact

None. Purchases will be made within the 2023-2024 Biennial Budget appropriation.

Prior Council Review

None

Action Requested

Authorize the City Manager, or their designee, to allow for continued purchases utilizing the Washington State Contract #03720 with Municipal Emergency Services up to a maximum of \$800,000.

Jeff Mori, Chief of Police, 360-487-7472

ATTACHMENTS:

- ▣ Contract
- ▣ Amendment No. 1
- ▣ Amendment No. 2
- ▣ Example PO



NASPO ValuePoint Master Agreement Terms and Conditions

For Body Armor and Ballistic Resistant Products

A Contract for the NASPO ValuePoint Cooperative Purchasing Program
Acting by and through the **State of Colorado** (Lead State)

**Department of Personnel & Administration
State Purchasing & Contracts Office
1525 Sherman Street, 3rd Floor
Denver, Co 80203**

**Point Blank Enterprises, Inc
2102 SW 2nd Street
Pompano Beach, FL 33069**

Master Agreement Number 164719

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1. NASPO VALUEPOINT MASTER AGREEMENT OVERVIEW

1.1. Parties

This Master Agreement is entered into by and between the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office (hereinafter called the “Lead State”), and Point Blank Enterprises, Inc (hereinafter called “Contractor”), for the procurement of Body Armor and Ballistic Resistant Products for the benefit of Participating States, Entity’s, and Purchasing Entities. The Contractor and the Lead State hereby agree to the following terms and conditions.

1.2. Effective Date

This Master Agreement shall not be effective or enforceable until the date on which it is approved and signed (hereinafter called the “Effective Date”) by the Colorado State Controller or designee.

1.3. Master Agreement Order of Precedence

1.3.1. Any Order placed under this Master Agreement shall consist of the following documents:

- a) A Participating Entity’s Participating Addendum (“PA”);
- b) NASPO ValuePoint Master Agreement Terms & Conditions, including all Exhibits.
- c) An Order issued against this Master Agreement;
- d) The Solicitation, RFP-AR-21-001 Body Armor and Ballistic Resistant Products; and
- e) Contractor’s response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

1.3.2. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and shall be incorporated into this Master Agreement.

1.4. Term of this Master Agreement

1.4.1. Initial Term-Work Commencement. The Parties’ respective performances under this Master Agreement shall commence on the Effective Date. This Master Agreement shall terminate on November 10, 2022, unless terminated sooner, as specified in **§6.10 (Defaults and Remedies)**, or extended further as specified in **§1.4.2** below.

1.4.2. Extension of Agreement. This Master Agreement may be extended beyond the original Contract period for up to three (3) consecutive one (1) year additional terms, upon the mutual agreement of the Lead State and Contractor, by written Amendment. The total duration of this Master Agreement, including any extensions, shall not exceed five (5) years.

1.4.3. 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 Lead State.

1.4.4. Cancellation. This Master Agreement may be canceled by either party upon sixty (60) days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days written notice, unless otherwise limited or stated in the 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 and Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of this Master Agreement due to Contractor default may be immediate.

2. DEFINITIONS

The following terms shall be construed and interpreted as follows:

Term	Description
<i>Acceptance</i>	A written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which Acceptance Testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.
<i>Ballistic panel</i>	A type of armor panel intended to provide ballistic resistance. (ASTM Terminology E3005)
<i>Body Armor</i>	An item of personal protective equipment intended to protect the wearer from threats that may include ballistic threats, stabbing, fragmentation, or blunt impact. Law enforcement and corrections officers typically refer to body armor as a vest. (ASTM Terminology E3005)
<i>Business Day</i>	Any day other than Saturday, Sunday or a legal holiday.
<i>Carrier</i>	A garment whose primary purpose is to retain the armor panel(s) or plate(s) and provide a means of supporting and securing the armor panel(s) or plate(s) to the wearer. (ASTM Terminology E3005)
<i>Combination Vest</i>	A type of body armor intended to protect the wearer from both ballistic threats and stabbing. Combination armor is sometimes called dual-threat armor or multiple-threat armor. (ASTM Terminology E3005)
<i>Concealable Vest</i>	A vest designed to be worn under the shirt (uniform or undercover) or in a carrier that looks like a uniform shirt so that it is not easily seen. (ASTM Terminology E3005)
<i>CPL</i>	Certified Product List.
<i>Ceiling Pricing</i>	Pricing that is established as a “not-to-exceed” amount; the maximum price Contractor may charge for Products, Services, and Supplies.
<i>Chief Procurement Officer</i>	The individual who has the authority to supervise and approve the procurement of all Products and Services needed by the Lead State or a Participating State.
<i>Contractor</i>	The person or entity delivering Products or performing Services under the terms and conditions set forth in this Master Agreement.
<i>Direct Material</i>	Labor and materials that are used in the production of the products.
<i>Distributor</i>	Means an entity that purchases Products and Resells the Product to end-users and has the ability to do on-site measurements.
<i>Free on Board (FOB) Destination</i>	Contractor is responsible for transportation and handling charges and the sale does not occur until the Products arrive at the Purchasing Entity’s specified location.
<i>Goods</i>	Any movable material acquired, produced, or delivered by Contractor, and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
<i>In Conjunction With Armor</i>	Soft or hard armor that is designed to provide a specific level of ballistic protection only when layered with a specified model(s) of body armor.

	(ASTM Terminology E3005)
<i>Independent Contractor</i>	A natural person, business, or corporation that provides Products or Services to another entity under the terms specified in a contract. An employer-employee relationship does not exist.
<i>Insert</i>	A removable unit of protective material (soft armor or hard armor) intended to be placed into a special pocket on a carrier to enhance protection in a localized area. (ASTM Terminology E3005)
<i>Intellectual Property</i>	Any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
<i>Lead State</i>	The state that is centrally administering this Master Agreement.
<i>Manufacturer</i>	A company that, as its primary business function, designs, assembles, and owns the trademark/patent and markets a Product. Also referred to as Contractor.
<i>Manufacturer's Suggested Retail Price (MSRP)</i>	The list price or recommended retail price of a Product in which the Manufacturer recommends that the retailer sell the Product.
<i>Master Agreement</i>	Also referred to as "Contract"; the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.
<i>Multi-function Device (MFD)</i>	A Device which incorporates the functionality of multiple Devices into one, such as print, fax, copy and scan. Each feature can work independently of the other.
<i>NASPO ValuePoint</i>	The NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). NASPO ValuePoint is identified in this Master Agreement as the recipient of reports and may perform Contract administration functions relating to collecting and receiving reports as well as other Contract administration functions as assigned by the Lead State.
<i>NIJ</i>	The National Institute of Justice.
<i>NIJ Compliant Products List (NIJ CPL)</i>	The list of models certified by NIJ to be compliant with an applicable standard.
<i>NIJ Compliance Testing Program (NIJ CTP)</i>	The NIJ program that certifies body armor models that meet the requirements of the most current version of the relevant NIJ standard.
<i>NIJ Mark</i>	The NIJ certification mark, registered with the U.S. Patent and Trademark Office, that is used to communicate a product's compliance status with the NIJ CTP.
<i>Normal Business Hours</i>	8:00 a.m. to 5:00 p.m., Monday through Friday (state holidays excluded), regardless of time zone.
<i>OEM</i>	Original Equipment Manufacturer.
<i>Order</i>	Any type of encumbrance document or commitment voucher, including, but not limited to, a purchase order, contract, or other document used by a

	Purchasing Entity to order the Products.
<i>Participating Addendum</i>	A bilateral agreement executed by a Contractor and a Participating State or Entity incorporating this Master Agreement and any other additional Participating State or Entity specific language or other requirements (e.g. ordering procedures, other terms and conditions).
<i>Participating Entity</i>	A government entity within a state that is properly authorized to enter into a Participating Addendum.
<i>Participating State</i>	A state, which encompasses all government entities within that state, or the District of Columbia, or one of the territories of the United States, that enters into a Participating Addendum.
<i>Product</i>	Any good, service, or other deliverable supplied or created by the vendor pursuant to the Master Agreement. The term products, supplies and services, and products and services are used interchangeably in the terms and conditions.
<i>Product Category</i>	This consists of: Ballistic-Resistant Vest, Stab-Resistant Vest, Combination Vest, In Conjunction With Armor, K-9 Ballistic-resistant Vest, K-9 Stab-resistant Vest, K-9 Combination Vest, Ballistic-resistant Helmets, Ballistic-resistant Shields, Carriers, and Ballistic-resistant and Non-ballistic-resistant accessories.
<i>Product Category Ballistic-resistant accessories</i>	This includes: Inserts (soft armor or hard armor), trauma packs, trauma plates, and protectors (groin, bicep, collar and throat)
<i>Product Category Non-ballistic-resistant Accessories</i>	This includes: pouches; replacement vest straps; ID patches; Carry bags for vests, shields, and helmets; Helmet non-ballistic face shield, equipment rails, pads, and retention/suspension system; Shield lights, shoulder straps, and logos.
<i>Public Record</i>	All books and Public Records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and Public Records.
<i>Purchasing Entity</i>	A state, city, county, district, institution of higher education, and some non-profits who issue an Order against this Master Agreement via their Participating State or Entity's Participating Addendum.
<i>Services</i>	The labor required to be performed by Contractor pursuant to this Master Agreement or an Order.
<i>Soft Armor</i>	An item of personal protective equipment constructed of pliable/flexible materials intended to protect the wearer from threats that may include ballistic threats, stabbing, fragmentation, or blunt impact (ASTM Terminology E3005)
<i>Solicitation</i>	A written offer or attempt to purchase Products and/or Services through an official Proposal, Evaluation, and Award process.
<i>Stab Panel</i>	A type of armor panel intended to provide stab resistance. (ASTM Terminology E3005)
<i>Subcontractor</i>	An individual or a business that signs a contract with the Contractor to

	perform part of Contractor's obligations under the Master Agreement.
<i>Tactical Vest</i>	A vest designed to be worn over the uniform shirt in a load bearing carrier that accepts various equipment. Equipment may include holsters, magazines, radios, or accessories. (ASTM Terminology E3005)
<i>Third Party</i>	Someone who may be indirectly involved but is not a principal party to an arrangement, contract, deal, lawsuit or transaction.
<i>Threat Level</i>	The rated level of protection, according to the relevant standard for the body armor or ballistic-resistant product.
<i>Trauma Pack</i>	A soft insert intended to reduce backface deformation due to a ballistic impact. (ASTM Terminology E3005)
<i>Vest</i>	Type of body armor intended to protect the wearer's torso. (ASTM Terminology E3005)

3. NASPO VALUEPOINT PROGRAM PROVISIONS

3.1. Price and Rate Guarantee Period

- 3.1.1.** The Product and Price List(s) identifies a complete listing of all Products and Services the Contractor can provide under this Master Agreement.
- 3.1.2.** MSRP/List Price discount percentages must be guaranteed throughout the term of this Master Agreement, including any renewal terms; however, Contractor may increase its discount percentage at any time. The Lead State must be notified of any such discount percentage increase, and provided with a copy of the new Product and Price List(s).
- 3.1.3.** MSRP/List Price shall remain firm during the first twelve (12) months of the Master Agreement. After this period, Awarded Vendors may update their MSRP/List Price on an annual basis, according to the following guidelines:
- a)** All requested price increases must include documentation from Direct Material suppliers detailing cost escalations, and Awarded Vendors must describe how those escalations impact current Product offerings.
 - b)** With the exception of Direct Material cost increases, no price increase requests will be allowed.
 - c)** Updated Product and Price Lists must be submitted to the Lead State by the 1st day of the month at least one year after prior price increase updates.
 - d)** Pricing will not go into effect unless, or until, it is approved by the Lead State.
- 3.1.4.** The Master Agreement pricing IS Ceiling Pricing. Contractor may offer lower pricing on a per Order basis to Purchasing Entity's; likewise, Purchasing Entity's may request lower pricing on a per Order basis from Contractor.
- 3.1.5.** Contractor may offer state-wide temporary promotional discounts, customer location temporary specific discounts, bulk discounts, or spot discounts. Contractor must notify the Participating State or Entity Contract Administrator and Lead State of special state-wide temporary promotional discounts.

- 3.1.6. Any revisions to Product offerings (new NIJ approved items, etc.) must be pre-approved by the Lead State, and will be allowed once per quarter.
- 3.1.7. Product updates are required by the 1st of the month of a calendar quarter and shall go into effect upon approval by the Lead State.
- 3.1.8. Price Lists received after the 1st of the month of a calendar quarter may not be approved for up to one hundred twenty days (120) days following submission. In addition, errors in the Contractor's Price Lists may delay the approval process further.
- 3.1.9. All approved Price Lists will be submitted by the Lead State to NASPO ValuePoint. Contractor shall then update all applicable websites with the new Price Lists after the NASPO ValuePoint website has been updated.
- 3.1.10. Contractor is only authorized to provide Products and Services that are awarded under this Master Agreement, as referenced in **Exhibit A**.
- 3.1.11. Pricing must include all shipping, delivery, and fitting costs associated with the Products.

3.2. **Participants and Scope**

- 3.2.1. Contractor may not deliver Products or perform Services under this Master Agreement until a Participating Addendum acceptable to the Participating State or Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating State or Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating State or Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. Order) used by the Purchasing Entity to place the Order.
- 3.2.2. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating States or Entities authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Officer. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Officer.
- 3.2.3. Obligations under this Master Agreement are limited to those Participating States and Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States and Entities 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. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.
- 3.2.4. Participating States and Entities may, through a Participating Addendum, limit:
 - a) Available financial vehicles;
 - b) Any additional items as deemed necessary by the Participating State or Entity.

- 3.2.5.** A Participating State or Entity must sign a new Participating Addendum with Contractor, regardless of whether Contractor has signed Participating Addenda under a prior Master Agreement(s).
- 3.2.6.** NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to this Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.
- 3.2.7.** Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor, and any such language shall be void and of no effect:
- a)** Term of this Master Agreement;
 - b)** Amendments;
 - c)** Participants and Scope;
 - d)** Administrative Fee;
 - e)** NASPO ValuePoint Summary and Detailed Usage Reports;
 - f)** NASPO ValuePoint Cooperative Program Marketing and Performance Review;
 - g)** NASPO ValuePoint eMarket Center;
 - h)** Right to Publish;
 - i)** Price and Rate Guarantee Period; and
 - j)** Individual Customers.
- 3.2.8.** Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Officer of the state where the Participating Entity is located. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 3.3. Administrative Fees**
- 3.3.1.** The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter.
- 3.3.2.** The NASPO ValuePoint Administrative Fee is not negotiable.
- 3.3.3.** The Contractor shall report on all actual Body Armor and ballistic-resistant protective product sales.
- 3.3.4.** Some Participating States may require a fee be paid directly to the Participating State on sales 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. The Contractor may adjust this Master Agreement pricing accordingly for sales made by Purchasing Entities within the jurisdiction of the Participating State requesting the additional fee.

3.4. NASPO ValuePoint Summary and Detailed Usage Reports

The Contractor shall provide the following NASPO ValuePoint reports:

- 3.4.1. Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. Any/all sales made under the Contract shall be reported as cumulative totals by state, which are inclusive of all line items identified in the Detailed Sales Report. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).
- 3.4.2. Detailed Sales Report.** Contractor shall also report detailed sales data by:
- a) State;
 - b) Customer Type (e.g. local government, higher education, K-12, non-profit);
 - c) Customer bill-to name and address;
 - d) Contractor or authorized agents and Distributors Order number;
 - e) Customer purchase order number;
 - f) Customer number;
 - g) Order type (e.g. sales Order, credit, return, upgrade);
 - h) Purchase order date;
 - i) Ship date;
 - j) Invoice date and number;
 - k) Product number and description
 - l) List Price/MSRP;
 - m) Contract Price;
 - n) Quantity;
 - o) Total Price;
 - p) NASPO ValuePoint Admin Fee amount; and
 - q) Distributor.
- 3.4.3.** Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom or flash drive. Detailed sales 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 shown in **Exhibit D (NASPO ValuePoint Detailed Sales Reporting Template)**.
- 3.4.4.** 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. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.
- 3.4.5.** Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with, and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

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

3.5. NASPO ValuePoint Cooperative Program Marketing and Performance Review

- 3.5.1.** Contractor agrees to work cooperatively with NASPO ValuePoint personnel to ensure that Contractor's personnel will be educated regarding the provisions of this Master Agreement, as well as the competitive nature of NASPO ValuePoint procurements, the Participating Addendum process, and the manner in which Participating Entities can utilize this Master Agreement.
- 3.5.2.** Contractor agrees, as Participating Addenda are executed, and if requested by NASPO ValuePoint personnel, to provide plans to launch this Master Agreement program within the Participating State. Plans will include timeframes to implement this Master Agreement and Participating Addendum, as well as confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the Participating State.
- 3.5.3.** Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the Participating Addendum. Contractor shall ensure that their sales force is aware of this contracting option.
- 3.5.4.** Contractor agrees to fairly, actively, and equally promote and advertise their NASPO ValuePoint Master Agreement at all trade shows and Distributor meetings whereby Contractor displays or makes reference to their government contract award offerings.
- 3.5.5.** Contractor agrees, within 30 days of this Master Agreement effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement, or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.
- 3.5.6.** Contractor agrees to participate in person at an annual performance review, which may include a discussion of marketing action plans, target strategies, marketing materials, reporting, and timeliness of administration fee payments. The location of the performance review shall be determined by the Lead State and NASPO ValuePoint.
- 3.5.7.** Contractor agrees that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing materials until a logo-use agreement is executed with NASPO ValuePoint.
- 3.5.8.** The Lead State shall evaluate the utilization of this Master Agreement at the annual performance review. The Lead State may, in its discretion, cancel this Master Agreement pursuant to **§1.4**, or not exercise an option to renew, when Contractor utilization does not warrant further administration of this Master Agreement. The Lead State may exercise its right to not renew this Master Agreement if Contractor fails to record or report revenue for three consecutive quarters, upon a 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two (2) years after execution of this Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel this Master Agreement pursuant to **§1.4.4** or to terminate for default pursuant to **§6.10**.

3.6. NASPO ValuePoint eMarket Center

3.6.1. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint customers to access a central online website to view and/or shop the Products and Services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

3.6.2. The Contractor shall have visibility in the eMarket Center through one of the following no-cost options:

a) Ordering Instructions

- i.** The Contractor shall provide a link to their website, their Price list, their Distributor list, and any additional information they would like the customer to have in regards to placing Orders.
- ii.** Upon receipt of written request from the eMarket Center Site Administrator, the Contractor shall have thirty (30) days to provide NASPO ValuePoint with the Ordering Instructions.

b) Hosted Catalog

- i.** The Contractor shall provide a list of its awarded Products and Services pricing via an electronic data file, in a format acceptable to JAGGAER.
- ii.** In order to maintain the most up-to-date version of its Product offerings as approved with the Master Agreement, the Contractor must submit electronic data to the eMarket Center no more than four (4) times per calendar year.
- iii.** Upon receipt of written request from the eMarket Center Site Administrator, the Contractor shall have fifteen (15) days to set up an enablement schedule with NASPO ValuePoint and JAGGAER. The schedule shall include future calls and milestone timeframes related to testing and go-live dates.
- iv.** The Contractor shall have ninety (90) days from the receipt of written request, to provide the Hosted Catalog to NASPO ValuePoint.
- v.** The Hosted Catalog must be strictly limited to the awarded Products and Services, and must contain the most current approved pricing, including applicable quantity discounts.
- vi.** The catalog must include a Lead State Contract identification number and detailed Product line item descriptions.
- vii.** The catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although Suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple catalogs applicable to different NASPO ValuePoint Participating State or Entities if for example, the Participating State or Entity has incorporated an Administrative Fee into the Contract pricing, or a Participating State or Entity has determined that they will not allow all awarded Products and Services under their Participating Addendum. SciQuest will deliver the appropriate contract files to the user viewing the catalog.

c) Punch-Out Catalog

- i.** The Contractor shall provide its own online catalog, which must be capable of being integrated with the eMarket Center via Commerce eXtensible Markup Language (cXML).

- ii. The Contractor shall validate that its online catalog is current by providing a written update to the Lead State every four (4) months, verifying that they have audited the offered Products and Services pricing.
- iii. The Contractor shall have ninety (90) days from the receipt of the written request, to deliver the Punch-Out Catalog to NASPO ValuePoint.
- iv. The Punch-Out Catalog must be strictly limited to the awarded Products and Services, and must contain the most current approved pricing, including applicable quantity discounts.
- v. The catalog must include a Lead State Contract identification number and detailed Product line item descriptions.
- vi. The site must also return detailed UNSPSC codes for each line item.
- vii. Contractor shall provide e-Quote functionality to facilitate volume discounts.
- viii. The catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. It is possible to have multiple catalogs applicable to different NASPO ValuePoint Participating State or Entities if for example, the Participating State or Entity has incorporated an Administrative Fee into the Contract pricing, or a Participating State or Entity has determined that they will not allow all awarded Products and Services under their Participating Addendum. JAGGAER will deliver the appropriate contract files to the user viewing the catalog.

3.6.3. Revising Pricing and Products

- a) Any revisions to Product offerings (new NIJ approvals, etc.) must be pre-approved by the Lead State, and will be allowed once per quarter.
- b) Updated Product files are required by the 1st of the month of the quarter and shall go into effect upon approval by the Lead State.
 - i. Files received after the 1st of the month may not be approved for up to one hundred twenty (120) days following submission.
 - ii. Errors in the Contractor's submitted files may delay the approval process.

3.6.4. Supplier Network Requirements for Hosted and Punch-Out Catalogs

- a) Contractor shall join the JAGGAER Supplier Network (SQSN) and shall use the JAGGAER's Supplier Portal to import the Contractor's catalog and pricing files into the JAGGAER system.
- b) Contractor can receive Orders through electronic delivery (cXML) or through low-tech options such as fax.
- c) More information about the SQSN can be found at www.sciquest.com, or by contacting the JAGGAER Supplier Network Services team at 800-233-1121.

3.6.5. Order Acceptance Requirements for Hosted and Punch-Out Catalogs

- a) Contractor must be able to accept Orders via fax or cXML.
- b) The Contractor shall provide confirmation via phone or email within 24 hours of Order receipt.
- c) If the Order is received after 3pm (EST) on the day prior to a weekend or holiday, the Contractor must provide confirmation via phone or email on the next business day.

3.6.6. UNSPSC Requirements

- a) Contractor shall support use of the United National Standard Product and Services Code (UNSPSC). UNSPSC versions that Contractors must adhere to are provided by JAGGAER and upgraded each year.
- b) NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC, and Contractor shall be required to support the migration effort.
- c) All line items for Products and Services provided under this Master Agreement must be associated to a UNSPSC code.
- d) All line items must be identified at the most detailed UNSPSC level, indicated by segment, family, class, and commodity.

3.6.7. Applicability. Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center, and that NASPO ValuePoint may elect at any time to remove any Contractor offerings from the eMarket Center.

3.6.8. Several NASPO ValuePoint Participating States and Entities currently maintain separate JAGGAER eMarket Place accounts. In the event that one of these Participating States or Entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarket Center), but publish the information to their own eMarket Place, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint, and agrees to take commercially reasonable efforts to implement such separate JAGGAER catalogs.

3.7. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State, prior approval for the release of any information, including any written correspondence, which pertains to the potential work or activities covered by this Master Agreement. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the Products and Services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of this Master Agreement for cause.

3.8. Individual Customers

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

4. STATEMENT OF WORK**4.1. Overview**

4.1.1. Contractor shall maintain compliance with all requirements of the Master Agreement and shall maintain compliance with all requirements throughout the duration of the Master Agreement.

4.1.2. Contractor, distributors and/or agents, must provide trained personnel to take on-site measurements, for products intended to be worn by end users, at Purchasing Entity's designated location. Measurements for body armor must be taken in accordance with ASTM E3003 (most recent version), and measurement procedures include using a tape measure and using sizing vests provided by the vendor.

- 4.1.3. Contractor shall notify the Lead State, Participating Entities and all Purchasing Entities of any recall notices, legal actions, warranty replacements, or any applicable notice regarding the products being sold. Notice must be received in writing (via postal mail or email) within thirty (30) calendar days of vendor learning of such issues. For issues that impact or are likely to impact the health or safety of individuals or entities using Products delivered under a subsequent agreement, vendor shall immediately notify the Purchasing Entity.
- 4.1.4. Contractor shall send notice to the Lead State, utilizing Exhibit B (Agents and Distributors by State) within fourteen (14) calendar days of engaging an agent and/or distributor. The Lead State reserves the right to deny any Agent and/or distributor and will provide notification to the vendor with justification as to why the decision was reached. In addition, it will be at the discretion of each Participating Entity as to whether they will utilize the agents and/or distributors as authorized by the Lead State.

4.2. Product Standards

Body Armor and Ballistic-resistant products must meet the NIJ standard listed below for the applicable products, until new standards are published and transition dates specified for those new standards occur.

- 4.2.1. Ballistic Resistance of Body Armor, NIJ Standard-0101.06 (2008)
- 4.2.2. Stab Resistance of Personal Body Armor, NIJ Standard-0115.00 (2000)
- 4.2.3. NIJ Standard for Ballistic Helmets, NIJ Standard-0106.01 (1981)
- 4.2.4. NIJ Standard for Ballistic Resistant Protective Materials, NIJ Standard-0108.01 (1985)
- 4.2.5. NIJ Ballistic Resistance of Body Armor, NIJ Standard-0101-07 (TBD) The new standard is not published as of the start date of this Master Agreement. It will be required during the contract cycle.
- 4.2.6. Stab Resistance of Personal Body Armor, NIJ Standard-0115.01 (TBD). The new standard is not published as of the start date of this Master Agreement. It will be required during the contract cycle.

4.3. Product Category

- 4.3.1. List of product categories from RFP-AR-21-001 see section 4.4 and Exhibit A for Contractor awarded categories.
- 4.3.2. **Ballistic-resistant Vest:** NIJ Standard-0101.06 Protection Levels IIA, II, IIA, III and IV Vest models shall be listed on the NIJ Ballistic Armor CPL. The ballistic panel shall have the NIJ mark on the label.
- 4.3.3. **Stab-Resistant Vest:** NIJ Standard-0115.00 Spike or Edged Blade Protection Levels 1, 2, and 3. Vest models shall be listed on the NIJ Stab Armor CPL. When available from NIJ, the stab panel shall have the NIJ mark on the label.
- 4.3.4. **Combination Vest:** Ballistic and Spike and/or Edged Blade: All vests offered as combination vests shall be listed on both the NIJ Ballistic Armor CPL and Stab Armor CPL. The ballistic panel shall have the NIJ mark on the label. When available from NIJ, the stab panel shall have the NIJ mark on the label.
- 4.3.5. **In Conjunction With Armor:** NIJ Standard-0101.06 Protection Levels IIA, II, IIIA, III and IV. In conjunction with armor is designed to provide a specific level of ballistic protection only when

layered with a specific model(s) of body armor listed on the NIJ Ballistic Armor CPL. The ballistic panels shall have the NIJ mark on the label.

4.3.6. K-9 Ballistic-resistant Vest: There is no NIJ standard or Compliance Testing Program for K-9 body armor.

4.3.7. K-9 Stab-resistant Vest: There is no NIJ standard or Compliance Testing Program for K-9 body armor.

4.3.8. K-9 Combination Vest: There is no NIJ standard or Compliance Testing Program for K-9 body armor.

4.3.9. Ballistic-resistant Helmets: There is no NIJ Compliance Testing Program for ballistic-resistant helmets. The standard used for ballistic-resistant helmets (not including face shields) is NIJ Standard-0106.01, and the standard used for ballistic-resistant face shields is NIJ Standard-0108.01 (standard for ballistic-resistant materials).

4.3.10. Ballistic-resistant Shields: There is no NIJ Compliance Testing Program for ballistic-resistant shields. The standard historically used for ballistic shields is NIJ Standard-0108.01 (for ballistic-resistant materials).

4.3.11. Carriers: Carriers are an integral part of a vest (providing no ballistic protection), and some types of carriers are: concealable, uniform, short and tactical.

4.3.12. Accessories:

a) Ballistic-resistant: NIJ does not certify ballistic-resistant accessories.

1. Trauma pack and trauma plate
2. Insert (soft armor or hard armor)
3. Groin, yoke, bicep, collar and throat protectors

b) Non-ballistic-resistant

1. Pouches
2. Replacement carrier straps
3. ID patches
4. Carry bags for concealable vest, tactical vest, shield, and helmet
5. Helmet equipment rails, pads, and retention/suspension system
6. Shield lights, shoulder straps, logos

4.4. Current Awarded Categories

4.4.1. As new products are made available; Contractor may submit these products for consideration by the Lead State. Only products that are new models (i.e., having different materials and/or construction) will be considered. Contractor may submit new products once per quarter by the 1st day of the quarter, and final approval of new products is at the discretion of the Lead State. New approved products will be listed on the website in a timely manner. For new products submitted after the first of the quarter or having errors in the submission, approval may be delayed.

4.4.2. Contractor has only approved products and approved product categories as listed in Exhibit A. New products if approved will be listed in Exhibit A.

4.4.3. Contractor shall notify the Lead State when products previously approved are suspended or removed from the NIJ CPL (e.g., NIJ Safety Notice or NIJ Advisory Notice issued).

4.5. Product Specifications

- 4.5.1.** Body Armor and Ballistic-Resistant Products must be ordered new and unused, and shall not contain re-used/remanufactured or re-purposed components.
- 4.5.2.** Body Armor and Ballistic-Resistant Products that are listed on an NIJ CPL shall be constructed identically to the original model tested and certified to comply with the NIJ standards referenced in this solicitation. For body armor and ballistic-resistant products not certified by NIJ, the vendor shall specify the standard(s) and threats against which the product was tested, shall provide attestation of compliance with the standard(s), and shall provide (upon request of the Lead State or purchaser) the test report.
- 4.5.3.** All materials and construction shall be the same as reported to NIJ in the “Build Sheet”, which lists the materials and construction for the model.
- 4.5.4.** Workmanship shall be first quality, with no defects that might affect performance, wear-ability, or durability of the vest.
- 4.5.5.** Products intended to be worn by end users shall not be “bulk ordered” inventory, nor substantially tailored or modified “off the shelf” items to fit personnel as needed, since altering products could potentially change the performance aspects originally tested under NIJ Compliance Testing Program.
- 4.5.6.** Each product intended to be worn by end users shall be made to professionally conducted measurements intended to fit a specific individual. Under no circumstances shall measurements result in a product that does not properly fit and/or provide adequate protective coverage for that individual.
- 4.5.7.** All vest measurements must be made according to vendor procedures and take into account all clearances of panels and duty belts as described in the most recent version of ASTM E3003, *Standard Practice for Measurement of Body Armor Wearers and Fitting of Armor*.
- 4.5.8.** Available sizes for soft armor vests (handgun protection) shall be consistent with the NIJ Compliance Testing Program requirements for the size range listed on the NIJ CPL.
- 4.5.9.** All Body Armor Products that include the option of additional trauma packs, trauma plates, or inserts shall have the pocket/holder securely attached to keep the inserts in position while worn.
- 4.5.10.** All fasteners, including hook and pile (Velcro), non-directional snaps, webbing, side release buckles, fastex buckles, and zippers, shall be the same or similar color, as approved by the Purchasing Entity, as the carrier.
- 4.5.11.** The label shall withstand normal wear and cleaning and shall remain legible and attached throughout the entire warranted life of the product. All Body Armor shall be labeled with strict adherence to any applicable laws and regulations, and follow the labeling requirements according to NIJ Standards, as updated or amended. This shall include the following:
- a) Name of Contractor.
 - b) Location of Contractor.
 - c) Model designation from the relevant NIJ CPL (The model designation number shall match the submitted price list and letter of certification.)

- d) Level of protection
- e) The identifier for the relevant NIJ Standard, such as NIJ Standard- 0101.06, NIJ Standard- 0101.07 or NIJ Standard-0115.00 or NIJ Standard- 0115.01 (Combination armor shall indicate both).
- f) Completed manufacturing date
- g) Lot number.
- h) Unique serial number.
- i) Brand name and catalog number.
- j) A “Property of” space so Purchasing Entity can enter an agency or officer name.
- k) Basic care and maintenance instructions.
- l) Size of product.

4.5.12. Contractor, agent, and/or distributor must have the serial numbers stored in a readily accessible database.

4.5.13. Ballistic-resistant components must have at least a 5-year Awarded Contractor’s warranty.

4.5.14. All carriers must have at least an 18-month Contractor’s warranty. Reference Exhibit C for warranty detail.

4.5.15. Warranty periods specified shall begin when Body Armor Products are delivered and accepted following inspection by Purchasing Entity.

4.5.16. All fastener’s, including hook and pile (Velcro[®]), [®]), non-directional snaps, webbing, side release buckles, fastex buckles, and zippers, shall be the same or similar color, as approved by the Purchasing Entity, as the carrier.

4.6. Product Recycling

4.6.1. For Ballistic panel and other product recycling details for Contractor see Exhibit C.

5. ADMINISTRATION OF ORDERS

5.1. Ordering and Invoicing Specifications

- 5.1.1.** All items subject to NIJ compliance testing must be listed on the NIJ CPL with a model status of “active” on the date the Order is placed. Items not subject to NIJ compliance testing shall have evidence of compliance with an appropriate standard. (See section 4.4.2)
- 5.1.2.** All sizing, measurements, and final fitting shall be done at no expense to, and shall be scheduled at the convenience of, the Purchasing Entity.
- 5.1.3.** All orders regardless of quantity shall be delivered to Purchasing Entities within sixty (60) calendar days after Contractor receipt of order.
- 5.1.4.** Body Armor improperly fitted to an individual shall be adjusted or replaced and delivered to the individual within thirty (30) calendar days by the Contractor at no expense to the Purchasing Entity.
- 5.1.5.** Product invoice shall contain at a minimum:
 - 5.1.5.1. Name of Purchasing Entity
 - 5.1.5.2. Master Agreement Number

- 5.1.5.3. Name, phone number and address of Purchasing Entity
 - 5.1.5.4. Order date
 - 5.1.5.5. Description of product ordered
 - 5.1.5.6. NIJ CPL model designation and threat level.
 - 5.1.5.7. Serial number
 - 5.1.5.8. Price
 - 5.1.5.9. Any additional information required by the Purchasing Entity.
- 5.1.6. Master Agreement Order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
 - 5.1.7. Contractor shall accept procurement credit cards as a form of payment from Purchasing Entity, with no additional charge or fee assessed.
 - 5.1.8. Contractor shall provide a centralized billing option, upon request, and at the discretion of a Participating State or Entity.
 - 5.1.9. Distributor may invoice the Purchasing Entity directly, unless otherwise specified in a Participating Addendum.
 - 5.1.10. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of Products, and/or Services contemplated by this Master Agreement.
 - 5.1.11. Contractor shall not begin work without a valid purchase order or other appropriate commitment document compliant with the law of the Purchasing Entity.
 - 5.1.12. Orders must be placed consistent with the terms of this Master Agreement, and only during the term of this Master Agreement.
 - 5.1.13. All communications concerning administration of Orders placed shall be furnished solely to the authorized individual within the Purchasing Entity's location, or to such other individual identified in writing in the Order.
 - 5.1.14. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 240 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
 - 5.1.15. All deliveries must be FOB Destination; freight prepaid by the Contractor to the Purchasing Entity's specified location. Responsibility and liability for loss or damage for all orders will remain with the Contractor until final inspection and acceptance, when responsibility will pass to the Purchasing Entity, except the responsibility for latent defects, fraud, and the warranty obligations.
 - 5.1.16. The delivery days and delivery hours shall be established by each individual Purchasing Entity.

5.2. Payment

Payment for completion of a Contract Order is normally made within thirty (30) days following the date the entire Order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days, the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance.

6. GENERAL PROVISIONS

6.1. Insurance

- 6.1.1.** Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each 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.
- 6.1.2.** 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 premises operations, Independent Contractors, Products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence, \$2 million general aggregate, \$2 million Products and completed operations aggregate and \$50,000 and any one fire. If any aggregate limit is reduced below \$2,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Participating Entity, a certificate or other document satisfactory to the Participating Entity, showing compliance with this provision.
 - b)** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
 - c)** Automobile Liability covering any auto (including owned, hired and non-owned), with a minimum limit of \$1,000,000 each accident combined single limit.
 - d)** Protected Information Liability covering all loss of State Confidential Information, such as PII, PCI, PHI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate.
 - e)** Crime insurance including employee dishonesty coverage with minimum limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate.
- 6.1.3.** Contractor 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 Purchasing Entity and Participating Entity by the Contractor.
- 6.1.4.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that:
- a)** Names the Participating States identified in the Request for Proposal as additional insured's, and;
 - b)** Provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.
- 6.1.5.** Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within seven (7) calendar days of the

execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within fifteen (15) days after any 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 sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

- 6.1.6.** Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Order.

6.2. Records Administration and Audit

- 6.2.1.** 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.
- 6.2.2.** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of this Master Agreement or Orders, or underpayment of fees found as a result of the examination of the Contractor's records.
- 6.2.3.** The rights and obligations herein right exist in addition to any quality assurance obligation in this Master Agreement requiring the Contractor to self-audit Contract obligations and that permits the Lead State to review compliance with those obligations.

6.3. Confidentiality, Non-Disclosure, and Injunctive Relief

- 6.3.1. Confidentiality.** Contractor acknowledges that it and its employees or Authorized Dealers may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing 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 Contractor or its employees or Authorized Dealers in the performance of this Master Agreement, including, but not necessarily limited to:
- a)** Any Purchasing Entity's records;
 - b)** Personnel records;
 - c)** Information concerning individuals is Confidential Information of Purchasing Entity. Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that:

- i) Is or becomes (other than by disclosure by Contractor) publicly known;
- ii) Is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement;
- iii) Is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement;
- iv) Is obtained from a source other than Purchasing Entity without the obligation of confidentiality;
- v) Is disclosed with the written consent of Purchasing Entity; or
- vi) Is independently developed by employees, Dealers or Subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

6.3.2. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not 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 what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and Distributors of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor 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 Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor 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 Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

6.3.3. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing 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. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

6.3.4. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

6.3.5. The rights granted to Purchasing Entities, and the Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to **§6.2 (Records Administration and Audit)**. To the extent permitted by law, Contractor shall notify the Lead State of any entity seeking access to the Confidential Information described in this subsection.

6.4. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a non-exclusive, perpetual, irrevocable, unlimited license to use, modify, or dispose of the Intellectual Property and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

6.5. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

6.6. Assignment/Subcontracts

6.6.1. Contractor 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 Lead State.

6.6.2. The Lead State reserves the right to assign any rights or duties, including written assignment of Contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

6.7. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's Key Personnel, in writing within ten (10) calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed in the Contractor's proposal.

6.8. Independent Contractor

6.8.1. Contractor shall perform duties as an Independent Contractor, and not as an employee. Neither the Contractor nor any employee or Authorized Dealer of the Contractor, shall be or deemed to be an employee of the Lead State, NASPO ValuePoint, and/or any Participating State or Entity.

6.8.2. Contractor acknowledges that its employees are not entitled to unemployment insurance benefits unless the Contractor or a Third Party provides such coverage, and that the Lead State, NASPO ValuePoint and any Participating State or Entity does not pay for or otherwise provide such coverage.

6.8.3. Contractor shall have no authority to bind the Lead State, NASPO ValuePoint and any Participating State or Entity to any agreements, liability, or understanding except as may be expressly set forth in this Master Agreement, Participating Addendum or an Order.

6.9. Force Majeure

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 Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of this Master Agreement.

6.10. Defaults and Remedies

6.10.1. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- a) Nonperformance of contractual requirements; or

- b) A material breach of any term or condition of this Master Agreement; or
- c) Any certification, representation or warranty by Contractor in this Master Agreement that proves to be untrue or materially misleading; or
- d) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- e) Any default specified in another section of this Master Agreement.

6.10.2. 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 thirty (30) calendar days in which Contractor 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.

6.10.3. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor 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:

- a) Exercise any remedy provided by law;
- b) Terminate this Master Agreement and any related Contracts or portions thereof;
- c) Impose liquidated damages as provided in this Master Agreement;
- d) Suspend Contractor from being able to respond to future Solicitations;
- e) Suspend Contractor's performance; and
- f) Withhold payment until the default is remedied.

6.10.4. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in this Master Agreement, in addition to those set forth in its Participating Addendum.

6.10.5. Unless otherwise specified in an 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.

6.11. Waiver of Breach

Failure of the Lead State, 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, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Order 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, Participating Addendum, or an Order.

6.12. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

6.13. Indemnification

6.13.1. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or Subcontractors or volunteers, at any tier, relating to the performance under this Master Agreement.

6.13.2. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

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

- a) Provided by the Contractor or the Contractor's subsidiaries or affiliates;
- b) Specified by the Contractor to work with the Product;
- c) Reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available Product, system or method capable of performing the same function; or
- d) It would be reasonably expected to use the Product in combination with such Product, system or method.

6.13.4. The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

6.14. No Waiver of Sovereign Immunity

6.14.1. In no event shall this Master Agreement, any Participating Addendum or any Contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental

immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

- 6.14.2.** This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

6.15. Governing Law and Venue

- 6.15.1.** The construction and effect of this Master Agreement shall be governed by the laws of the Lead State. Venue for any administrative or judicial action relating to this Master Agreement shall be in the City and County of Denver, Colorado.

- 6.15.2.** The construction and effect of any Participating Addendum or Order against this Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

- 6.15.3.** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): The Lead State for claims relating to the procurement, evaluation, award, or Contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

6.16. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (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 Contractor for the purpose of carrying out the Contractor'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.

6.17. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

THE PARTIES HERETO HAVE EXECUTED THIS MASTER AGREEMENT

*** Individual signing for Contractor hereby swears and affirms that they are authorized to act on Contractor's behalf and acknowledge that the Lead State is relying on their representations to that effect.**

**CONTRACTOR
Point Blank Enterprises, Inc**

By: Hoyt Schmidt

Title: EVP of Commercial Business

DocuSigned by:

By: Hoyt Schmidt
D463EFDF86DE4A9...
*Signature

Date: 11/13/2020

**STATE OF COLORADO
Jared Polis, Governor**

Department of Personnel & Administration

State Purchasing & Contracts Office

Kara Veitch, Executive Director

DocuSigned by:

By: John Chapman
John Chapman, State Purchasing Manager

Date: 11/13/2020

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Master Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any Goods and/or Services provided hereunder.

**STATE CONTROLLER
Robert Jaros, CPA, MBA, JD**

DocuSigned by:

By: Clark Bolser
29ADEADE71B5433...

Date: 11/13/2020

EXHIBIT A, PRODUCT AND PRICE LISTS

Separate attachment

EXHIBIT B, AGENTS AND DISTRIBUTORS BY STATE

Separate attachment

EXHIBIT C, WARRANTY AND RECYCLING PLAN

Separate attachment

EXHIBIT D, NASPO VALUEPOINT DETAILED SALES REPORTING TEMPLATE

Separate attachment

EXHIBIT E, CONTRACTOR ATTESTATION

Individual signing for Contractor hereby swears and affirms that they are authorized to act on Contractor's behalf and acknowledge that the Lead State is relying on their representations to that effect.

Contractor

By: _____

DocuSigned by:

Hoyt Schmidt

D463EFD0F8

Signature

Date: 11/13/2020

For each helmet listed in Exhibit A.

Point Blank Enterprises, Inc attests that the PASGT IIIA ballistic-resistant helmet (listed in Exhibit A Product and Price Lists) is in compliance with NIJ Standard 0106.01 when tested with the NIJ ballistic test threats from NIJ Standard 0108.01, Type IIIA, and that the products being sold under this contract are the same ballistic material and design as the test samples evaluated in the provided test report: Point Blank Enterprises 2161-046R2 Test Report Point Blank.pdf (dated 2017)

MASTER AGREEMENT AMENDMENT

Amendment # 1	Master Agreement # 164719	Amendment CMS # 174637
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1. PARTIES

This Amendment to the above-referenced Master Agreement ("Contract") is entered into by and between **Point Blank Enterprises, Inc** (hereinafter called "Contractor"), and the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office (hereinafter called the "State"), and collectively referred to as the "Parties."

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

The Parties entered into a Master Agreement effective **November 10, 2020**, that authorized Participating States to execute Participating Addenda with the Contractor for Body Armor and Ballistic Resistant Products, as set forth in the NASPO ValuePoint Master Agreement, Contract number **164719**.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

Per Section 1.4.2 of the Master Agreement, this Amendment shall extend the Contract for an additional term, beginning on November 11, 2022, and ending on November 10, 2023.

7. START DATE

This Amendment shall take effect on the later of the Effective Date or November 11, 2022.

8. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

CONTRACTOR Point Blank Enterprises, Inc By: Hoyt Schmidt Title: EVP DocuSigned by: <i>Hoyt Schmidt</i> Date: 4/18/2022	STATE OF COLORADO Jared S. Polis, Governor Department of Personnel and Administration Tony Gherardini, Executive Director By: John Chapman, State Purchasing Manager Date: 4/19/2022
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
By: *Rachael Kamlet*
6D1AC497138C48B... Rachael Kamlet

Date: 4/21/2022

MASTER AGREEMENT AMENDMENT

Amendment # 2	Master Agreement # 164719	Amendment CMS # 182869
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1. PARTIES

This Amendment to the above-referenced Master Agreement (“Contract”) is entered into by and between **Point Blank Enterprises, Inc.** (hereinafter called “Contractor”), and the State of Colorado, acting by and through the Department of Personnel & **Administration, State Purchasing & Contracts Office** (hereinafter called the “State”), and collectively referred to as the “Parties.”

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

- A. The Parties entered into a Master Agreement effective **November 10, 2020**, that authorized Participating States to execute Participating Addenda with the Contractor for Body Armor and Ballistic Resistant Products, as set forth in the NASPO ValuePoint Master Agreement, Contract number 164719.
- B. The Contract was extended for an additional term beginning on November 11, 2022 and ending on November 10, 2023, via the issuance of Amendment #1, CMS # 174637.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

Per Section 1.4.2 of the Master Agreement, this Amendment shall extend the Contract for an additional term, beginning on November 11, 2023, and ending on November 10, 2024.

7. START DATE

This Amendment shall take effect on the later of the Effective Date or November 11, 2023.

8. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

CONTRACTOR Point Blank Enterprises, Inc. By: <u>Hoyt Schmidt</u> Title: <u>EVP</u> DocuSigned by: <u>Hoyt Schmidt</u> D463EFDF86DE4A5... Signature Date: <u>5/24/2023</u>	STATE OF COLORADO Jared S. Polis, Governor Department of Personnel and Administration Tony Gherardini, DocuSigned by: <u>Executive Director</u> D55AFDEB55514... Signature By: <u>John Chapman, State Purchasing Manager</u> Date: <u>5/24/2023</u>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: DocuSigned by: Nathan Manley **Date:** 5/24/2023
2BACCB34687446E... Nathan Manley



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

Purchase Order Number:

PO-XXXXX

Revision Number:

0

Purchase Order Date:

6/30/23

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

Municipal Emergency Services

3801 Fruit Valley Road, Suite C
 Vancouver, WA 98660

Submit Invoice To:

City of Vancouver
 P.O. Box 1995
 Vancouver, WA 98668
 accpay@cityofvancouver.us

Ship To:

City of Vancouver
Julie Denton
 415 W 6th Street
 Vancouver, WA 98660

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

Line #	Line Description	Qty	UOM	Unit Price	Amount
1	Example PO	1	Each	1.00	1.00
				Subtotal:	\$1.00
				Tax:	\$0.09
				Total:	\$1.09

Note to Supplier

Enter this URL <https://www.cityofvancouver.us/files/page/terms-and-conditions> to access either the General terms and conditions or the Professional Services terms and conditions, whichever apply to this purchase order. Any amendments to this purchase order take full precedent over said terms and conditions.

The NASPO ValuePoint Master Agreement and Amendments thereto ("Master Contract") between the Contractor and the State of Colorado is adopted and incorporated herein by this reference. The City shall be considered a "Purchasers" under the terms of the Master Contract and the Washington State Participating Addendum No. 03720.

Supplier shall be deemed to have agreed to be bound by the aforementioned terms by accepting the Purchase Order, delivering the goods, and/or performing the services.

Authorized Signature



Staff Report: 139-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/10/2023

SUBJECT Approval of Contract with Keen Independent Research LLC to Conduct a Disparity Study

Key Points

- The study will review City procurement processes to help identify any barriers or impediments to help us improve the process.
- The study will analyze utilization of certified firms and identify availability of firms to work on City projects.
- The results of the study will provide recommendations on how the City can improve contracting practices to be more inclusive.

Present Situation

In the 2023/2024 biennium budget, City Council approved a decision package to have a disparity study conducted. In March, staff issued a Request for Proposal to obtain proposals from individuals/firms/organizations with relevant experience and expertise in conducting comparable studies of discrimination and disparities in contracting and procurement.

The disparity study will (i) analyze utilization of Women & Minority Business Enterprises (WMBEs) in City contracts based upon the availability and utilization of ready, willing, and able WMBEs in the City's relevant market area over a five year period, (ii) evaluate the procurement and contracting practices of the City and identify barriers or impediments to the utilization of WMBE firms, (iii) make recommendations as to how the City can lawfully improve its contracting practices to be more inclusive of WMBEs, taking into consideration the requirements of applicable laws, including but not limited to RCW 49.60.400.

The City received five proposals in response to our Request for Proposals. After evaluation of the proposals by an evaluation committee, Keen Independent Research LLC was the highest scoring proposal. Keen has completed large disparity studies for the Oregon Department of Transportation, Oregon Department of Aviation, and the City of Atlanta, Georgia. In addition to their disparity study work, Keen Independent Research LLC has also complete a Workforce Equity Study for the City of Tacoma.

As work on the disparity study is completed, internal and external stakeholder groups will be engaged to review the work every two months. In addition to the external stakeholder groups, businesses throughout the City of Vancouver will be engaged with survey opportunities and a project website dedicated to providing the business community with updates on the status of the work being done. The public will also have an opportunity to provide additional comments and feedback through the study website and have access to the consultants through a dedicated email address and phone number.

At the completion of the disparity study, the final recommendations and report will be brought back to City Council, anticipated to be in July of 2024.

Advantage(s)

- Creates a contract with a qualified and experienced company for the provision of a disparity study.
- Provides a review of the City's procurement processes and recommendations on how to remove barriers for small and minority businesses.

Disadvantage(s)

None at this time.

Budget Impact

Sufficient budget has been included in the 2023-2024 biennial budget.

Prior Council Review

None

Action Requested

Authorize the City Manager or designee to execute the contract with Keen Independent Research LLC, for the Disparity Study, in the amount of \$438,900 and take any and all action necessary to enforce the terms thereof.

Anna Vogel, Procurement Manager, 360-487-8429

ATTACHMENTS:

- Keen Independent Research Contract



**CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-101307**

This Services Agreement (hereinafter referred to as the "Agreement") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, (hereinafter referred to as the "City") and Keen Independent Research LLC (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

WHEREAS, the City desires to engage the Contractor to perform services as described in this Agreement; and

WHEREAS, the City advertised and issued a Request for Proposal, numbered 2-23 (hereinafter referred to as the "solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor be capable of performing the required services; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to perform the services described herein in a competent and professional manner, and to the full satisfaction of the City.

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

- 1. SCOPE OF WORK:** The Contractor agrees to provide the City all services and materials set forth in the scope of work identified in Attachment "A", and as further described in the City's solicitation, and the Contractor's responsive proposal to the City's solicitation, (collectively referred to herein as the "work") which are each incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

All work must be authorized and approved by the City's Project Manager before any work can begin. The Contractor shall approach each project in a manner consistent with its usual customary business practices. The Contractor shall actively seek collaborative input from City staff.

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$ 438,900.00 USD.

This payment shall be maximum compensation for the work and for all labor, materials, supplies, equipment and incidentals necessary to complete the work as set forth herein, and it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended in writing. The City requires the Contractor to complete the work stated within the number of hours stated for each task, and/or sub-task, or the lump sum amount. If compensation is made on an hourly basis and the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the Contractor underestimated the number of hours required to perform the work, the Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. The Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse only pre-approved miscellaneous Contractor expenses at-cost upon submission of receipts to City.

3. **PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net thirty (30) days.

The City reserves the right to correct any invoices paid in error. The Contractor shall be paid according to the rates set forth in Attachment "B", incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed **must** be referenced on any invoice submitted for payment.

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on July 17, 2023 and continue until December 31, 2024. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.

5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
8. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
9. **OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.
10. **TERMINATION FOR PUBLIC CONVENIENCE:** The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

- 11. TERMINATION FOR DEFAULT:** If the Contractor defaults by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule or ordinance applicable to this Agreement, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere.

If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for public convenience paragraph herein.

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

- 13. COMPLIANCE WITH THE LAW:** The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.

- 14. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor, at no expense to the City, shall be responsible to obtain all necessary licenses, permits, and similar legal authorizations required to perform the work associated with this Agreement. The Contractor will be required to hold a city business license if working within Vancouver city limits. The Contractor shall apply for city license via the State of Washington Department of Revenue (DOR), Business Licensing Service (BLS), at: <https://secure.dor.wa.gov/>. For application

assistance, contact DOR BLS at 360-705-6741. For more information about city business license regulations and fees, see: www.cityofvancouver.us/businesslicense or call 360-487-8410 option 3.

15. LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.

16. INSURANCE: The Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business policies.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	

COVERAGE	LIMITS OF LIABILITY
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement. Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

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

For the City:

Anna Vogel

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

David Keen

Keen Independent Research LLC

701 N 1st Street

Phoenix, AZ 85004

Email: dkeen@keenindependent.com

Either party may change the designated contact or any information listed above by giving advance notice in writing to the other party.

- 18. AMENDMENTS:** All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.

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

- 20. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

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

- 22. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may

purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

- 23. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 24. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
- 25. NONDISCRIMINATION:** The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Keen Independent Research LLC

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ATTACHMENT A SCOPE OF WORK

Work for the 2024 City of Vancouver Disparity Study will include the following tasks:

1. Project administration and meetings;
2. Legal framework and analysis;
3. Analysis of the City's purchasing policies and procedures;
4. Prime contract and subcontract data collection;
5. Relevant geographic market area and subindustries;
6. Availability analysis;
7. Utilization analysis;
8. Overconcentration analysis;
9. Disparity analysis;
10. Quantitative analysis of marketplace conditions;
11. Qualitative analysis of marketplace conditions;
12. Analysis of remedies and recommendations; and
13. Reports and presentations.

Task 1. Project administration and meetings. The disparity study will require meetings and conference calls with the City and other groups.

Deliverables: Completed reports and meetings as described below.

Resources required: City staff time for meetings and review of materials.

1-a. Project kick-off meeting. David Keen, Annette Humm Keen, Blanca Monter and other key study team members will hold a project kick-off meeting with the City Project Manager and City staff at the beginning of the study. Discussion items will include review of Keen Independent's proposal, data collection, communications, and reporting protocols. In advance of the initial meeting, the Consultant will prepare a data request for the City's Project Manager.

Internal and external stakeholder meetings. Keen Independent recommends that the City consider forming internal and external stakeholder groups that would meet about every two months to review study methodology and progress (total of six meetings projected for each group). This has proven successful in similar large disparity studies Keen Independent has performed. We can recommend potential participants at project initiation.

1-b. Progress meetings and monthly progress reports. Each month, David Keen and Blanca Monter will brief the City's Project Manager via conference call. The Consultant will also prepare monthly progress reports that provide detailed information on accomplishments by task, as well as work anticipated for the coming month. Any challenges in completing project tasks will be outlined along with necessary steps to resolve any issues. Assessments of whether each task is on schedule will be a key component of the monthly progress report.

1-c. Periodic presentations of study methods, results and reports. At key junctures of the study (about every two- to three-months), the Consultant will hold meetings with the City Project

Manager and other key City staff to review preliminary results of key tasks. The Consultant anticipates four such meetings, to be held virtually. For example, (a) utilization of individual firms and their race/ethnicity and gender, (b) availability results, (c) preliminary results of marketplace analyses, and (d) preliminary recommendations.

1-d. Ongoing public communications. The Consultant will also provide public information throughout the study, including creating a study website where the public can submit comments, maintaining a dedicated study email address and monitoring a phone hotline for the study. The Consultant will provide the City draft materials for review before they are used (either by the City or by the Consultant). The Consultant will draft press releases for City review and use.

Task 2. Legal framework and analysis. The Consultant team will review and evaluate the current case law and how study methods comport with court requirements.

Deliverables: Draft legal analysis appendix.
Resources required: City staff time for review of materials.

Keith Wiener of Holland & Knight will prepare this legal framework for the disparity study. He will examine U.S. Supreme Court and Ninth Circuit decisions as well as other relevant court decisions. Keith Wiener is very familiar with legal aspects of disparity studies and seminal cases in this area, including *City of Richmond vs. Croson*;¹ *Adarand Constructors, Inc. v. Peña*;² *Concrete Works of Colo., Inc. vs. City & County of Denver*³ (a case in which David Keen participated), *Rothe Development Corp. v. U.S. Department of Defense*⁴ and other cases affecting state and local agency implementation of the Federal DBE Program.

The U.S. District Court of the Eastern District of California approved David Keen's methodology for the Caltrans study and found that the disparity study was "comprehensive" and that it provided "substantial statistical and anecdotal evidence of discrimination in the California contract industry." As previously mentioned, David Keen was the expert witness for Caltrans and provided testimony in this case. The Ninth Circuit Court of Appeals held valid the Caltrans DBE Program based in substantial part on David Keen's study. David Keen's methodology was strongly approved by the U.S. Department of Justice (USDOJ) in its amicus curiae brief filed in 2012 in the *AGC, San Diego v. Caltrans* case. Keith Wiener and David Keen will work directly with City Counsel to review the legal framework and analysis prior to inclusion in the Draft or Final Disparity Study Report. The Consultant study team will remain responsible as the experts communicating results to the City.

Task 3. Analysis of the City's purchasing and contracting policies and procedures. The Consultant study team will review all aspects of City programs, contracting and procurement practices.

Deliverables: Summary Report section and supporting appendices.
Resources required: Staff time for review of materials and interview participation.

3-a. Analysis of procurement policies and procedures. The Consultant study team will review all aspects of City contracting and procurements such as:

- Processes to inform potential bidders and proposers (and subcontractors) of City procurement opportunities (solicitations, advertising and mailing);
- City specifications and requirements that affect who can bid (e.g., bonding requirements, insurance requirements, any use of brand name specifications, prevailing wage requirements and other requirements);
- Any City pre-qualification requirements and assessment of qualifications in certain types of bidder/proposer evaluation;
- Other aspects of bid and proposal evaluation practices;
- Transparency of City processes, including reporting of bid and proposal awards;
- Requirements for listing of subcontractors and subconsultants, and any rules concerning prime contractor substitution of those subcontractors;
- Any City rules governing City prompt payment of contractors and vendors, and prime contractor prompt payment of any subcontractors and suppliers;
- City compliance monitoring; and
- City record-keeping and reporting concerning contract awards, payments and compliance issues, including information concerning subcontractors and MBE/WBEs.

3-b. Review of City neutral efforts. Through research conducted in other tasks, the Consultant will identify City neutral efforts and assess their implementation and effectiveness. This will lay the foundation for Task 12 recommendations concerning additional neutral measures for City consideration as well as potential improvements or expansion of existing efforts.

3-c. Review of City's apprenticeship program. The Consultant will review the City's construction workforce apprenticeship program. The Consultant will assess prime contractors' practices to communicate apprenticeship opportunities and select apprentices for City-funded work. The Consultant will incorporate information from Task 10 about any disparities for people of color and women in local construction trades when conducting this analysis.

The Consultant will also examine whether and how this program affects small and diverse businesses and their opportunities to participate in City construction projects. If barriers are identified, the Consultant will examine their impact and options for mitigation.

Task 4. Prime contract and subcontract data collection. The Consultant will compile and analyze information from prime contracts and subcontracts from January 1, 2015, through December 30, 2022.

Deliverables: Summary Report section and supporting appendices.

Resources required: Contract data retained by the City of Vancouver.

4-a. Collection of City contract and subcontract data. The Consultant will attempt to collect all contract data retained by the City and develop a data collection plan to collect potentially missing subcontract data.

Prime contracts. The Consultant will attempt to examine all prime contracts above a minimum dollar level (\$5,000 per year per vendor).

Subcontract data. In addition to prime contract data, the Consultant will seek subcontract data for City construction and professional services contracts. The City currently collects some subcontract data. The Consultant will assess if data can be obtained from certified payroll records for subcontractors on construction contracts or invoices for professional services contracts. Subcontract data collection may include requests for needed information from prime contractors and subcontractors through multiple rounds of email, phone communications or mail.

4-b. City review of preliminary contract data. The Consultant will review the data and contact the City's representative with a list of questions about data completeness and accuracy, as needed. The study team will submit preliminary prime contract and subcontract data for review to the City's Project Manager and key City staff before proceeding with other tasks. Data will be presented by City contract category (construction, architecture and engineering, professional services, goods and other services).

Task 5. Determination of relevant geographic market area and subindustries for City contracts. The Consultant study team will use the prime and subcontract data collected and determine both the relevant geographic market area and sub-industries that will be the focus of the availability analysis and quantitative analysis of the marketplace.

Deliverables: Briefing on preliminary determination, Summary Report section and any supporting appendix.

Resources required: City provides vendor information and City staff time for review of materials.

5-a. Determine the relevant geographic market area for City contracts. The Consultant will examine market areas based upon federally defined functional economic areas. For each of the City's contract categories, the Consultant will examine whether at least 75 percent of the prime and subcontract dollars combined are within the area when defining the geographic market area. The relevant geographic market area may include Portland-Vancouver-Hillsboro, OR-WA Metropolitan Statistical Area (Clackamas, Columbia, Multnomah, Washington and Yamhill counties in Oregon and Clark and Skamania counties in Washington). The final definition will be determined based on contract review.

The study team will use the most Vancouver-proximate of company addresses (not just a headquarters location or billing address) when assessing whether a firm is "local."

5-b. Determine the relevant subindustries for City contracts. From the analysis of geographic distribution of dollars going to firms in City prime contracts and subcontracts, the Consultant will use six-digit NAICS codes to separately code each contract and subcontract into a subindustry under one of five general industries: construction, architecture and engineering, professional services, goods and other services. For example, we will separate legal services from accounting or other business consulting under the "other professional services and general services" study industry. Based on similar studies, the Consultant anticipates choosing from more than 60 work-type categories to code the specific subindustries involved for each City prime contract and subcontract. Our research concerning construction typically includes 20 or more specific types of construction work, from paving to electrical work.

Using several categories of construction work is a strength of our methodology. Others' studies often combine all specialty construction trades into one subindustry. The study team will conduct this coding based on information in City records and the primary industry of the company providing the services and commodities. The study team performs this coding for each prime contract and subcontract after excluding types of work or entities that are out-of-scope (government agencies, for example).

As the Consultant conducts online or telephone surveys with these firms, work specialization information can be collected through those surveys, as necessary.

Task 6. Availability analysis for City contracts. The Consultant's availability analysis will yield estimates of the availability of minority-, woman-owned and other businesses that are qualified, willing and able to perform the specific prime contracts and subcontracts involved in City contracts.

Deliverables: Preliminary/final databases of firms available for City contracts.
Resources required: Interested vendor lists and City staff time for review of materials.

6-a. Development and approval of interview instrument. The Consultant will provide a survey instrument for the City's review (plan for a one-week City turnaround).

6-b. Development of a business list for availability surveys. The Consultant will examine whether the City maintains lists of firms interested in City contracts, including their contact and ownership information, and collect pertinent lists (including bidders' lists or firms registered in City's Procurement Portal).

The study team will supplement these lists by purchasing a database of firms identified by Dun & Bradstreet (D&B) that perform relevant types of work identified in Subtask 5-b and have locations within the local marketplace (determined in Subtask 5-a). D&B compiles the largest publicly available database of companies in the United States. This is the source of availability data used in many past disparity studies across the nation. The Consultant will compile these lists.

6-c. Conduct availability survey. The Consultant study team will reach out to all of the combined list of interested vendors and firms in relevant types of work identified by D&B. The Consultant currently estimate attempting to reach up to a total of about 30,000 establishments within the City's anticipated geographic market area that perform types of work possibly related to City contracts. (If this count turns out to be more than 30,000, it will not impact the budget.) The study team will attempt to contact all of the potentially available businesses by telephone to complete availability surveys with their owners or managers. The Consultant's availability surveys are routinely introduced in English and Spanish, with other languages added as needed.

Collecting information about a firm's "bid capacity." Courts have found that the relative capacity of businesses to perform an agency's contracts is important in determining availability. Consistent with those court decisions, the Consultant will collect information about the relative bid capacity of businesses when measuring availability for City contracts and subcontracts. The United States District Court of the Eastern District of California and the Ninth Circuit Court of Appeals in

Associated General Contractors of America, San Diego Chapter vs. California Department of Transportation, et al. found David Keen’s analysis of availability to be much more comprehensive than analyses that had previously failed.

David Keen’s approach to measuring availability was also strongly approved by USDOT and USDOJ in their amicus curiae brief related to the *AGC v. Caltrans* case. USDOT and USDOJ specifically cited the fact that this analysis “[took] into account factors that may affect the relative capacity of DBEs to undertake contracting work” in stating their approval.

Cleaning and analyzing survey results. The Consultant will combine and de-duplicate responses from multiple sources, clean the data and analyze response rates and any non-response bias.

6-d. Calculation of availability for specific prime contracts and subcontracts. The study team will use a bottom-up “matching” approach to determine availability for City prime contracts and subcontracts based on information from the availability database and on information from contract data:

1. For each contract element (prime contract, subcontract), the Consultant will identify type of work, contract role, and size based on contract data.
2. The Consultant will then identify businesses in the availability database that report being qualified and interested in performing that specific type of work for the City, in that particular contract role and having bid on or performed work of that size.
3. The Consultant will determine the number of MBE/WBEs among all businesses available for that particular contract element.
4. The study team will then translate the numeric availability for a contract element into percentage availability for the contract element.
5. The Consultant will then multiply the percentage availability by the dollars associated with the contract element.

The study team will repeat those steps for each contract element examined, adding results across all contract elements. The result is a dollar-weighted estimate of overall availability of MBEs/WBEs (by group).

This “custom census” approach to calculating targeted businesses availability strengthens the availability analysis. The Consultant uses a dollar-weighted approach to calculate targeted businesses availability for City work rather than using a simple “head count” of firms within an industry. Such an approach substantially strengthens the availability analysis, as the Consultant considers more attributes of each prime contract and subcontract than just the type of work involved. And availability results for a large contract count more heavily in developing the overall availability estimates than availability results for a small procurement.

6-e. Analysis and reporting of overall MBE/WBE availability for a group of contracts. The study team will use results from the availability analysis to prepare overall availability estimates for MBEs/WBEs (by group), as well as separate availability estimates based on various business characteristics and on different sets of contracts. At a minimum, we will report availability estimates separately for:

- Different racial/ethnic and gender groups;
- Before and after COVID-19 pandemic;
- Small size businesses;
- Specific types of contracting categories: construction, architecture and engineering, professional services, goods and other services; and
- Different contract sizes.

The availability analysis will be summarized in a task report (section of the disparity study report with supporting appendix) that will include detailed discussions of the study team's methodology. In addition, Keen Independent will deliver the availability database that the study team uses as part of the availability analysis.

Task 7. Utilization analysis for City contracts. Using data collected in Task 4, the Consultant will determine the City's utilization of businesses by conducting an analysis of the share of contract dollars going to businesses by size and ownership characteristics. The Consultant will identify the race/ethnicity, gender and certification status of firms and separately analyze their utilization by industry.

Deliverables: Preliminary/final spreadsheet summarizing utilization of individual firms and their race/ethnicity and gender status.

Resources required: Vendor information and City staff time for review of materials.

7-a. Determination of race, ethnicity, and gender of utilized firms. The Consultant will use multiple data sources to identify race, ethnicity and gender of a utilized firm including City databases, certification directories, results from the availability survey and other sources, including research with individual companies. Telephone interviews with those businesses will be conducted, as necessary. The Consultant will determine business ownership based on the following groups:

- African American-owned;
- Hispanic American-owned;
- Asian-Pacific American-owned;
- Subcontinent Asian American-owned;
- Native American-owned; and
- White woman-owned.

The Consultant will also report utilization of firms certified as MBE/WBEs. The study team will code small business firms based on SBA standards and firm revenue information from Dun & Bradstreet.

7-b. Reporting results for specific groups of contracts. The Consultant expresses utilization as the percentage of total contract dollars going to a particular MBE/WBE group. Keen Independent will separately report utilization results as follows:

- Different racial/ethnic and gender groups;
- Before and after COVID-19 pandemic;
- Small size businesses;

- Specific types of contracting categories: construction, architecture and engineering, professional services, goods and other services; and
- Different contract sizes.

8. Overconcentration analysis. The Consultant will analyze if diverse supplier firms are concentrated in certain areas of work.

Deliverables: Summary Report section.

Resources required: City staff time for review of materials.

This subtask will include analysis of:

- Whether prime contractors disproportionately use diverse for only a few types of work (trucking, for example); or
- If diverse supplier firms represent a disproportionately large number of firms in certain subindustries.

9. Disparity analysis. The Consultant will compare utilization and availability of MBEs/WBEs (by group) for City contracts.

Deliverables: Preliminary/final disparity analyses for contracts for City review.

Resources required: City staff time for review of materials.

The Consultant will determine whether there is a disparity between the utilization and availability of minority- and woman owned businesses in City contracts. The Consultant will present results by industry by group.

The study team will use disparity indices to further analyze whether any disparities are “substantial” according to case law. We will also determine whether any disparities are “statistically significant,” or whether they can be explained by chance in the procurement process (through Monte Carlo simulation), as explained below.

The Consultant will perform Monte Carlo simulations to assess whether any observed disparities in the utilization of MBE/WBEs in City contracts can be explained by chance in contract awards. The Consultant will also perform case studies of a sample of City procurements, examining the competition from minority-, women- and majority-owned firms for those opportunities based on bids and proposals.

Task 10. Quantitative analysis of local marketplace conditions. The Consultant will develop regression models and perform other statistical analyses to determine the statistical significance of any identified disparities for minority- and woman-owned businesses in the marketplace. These analyses will help determine whether there is evidence that certain types of discriminatory practices exist within specific industries in the relevant geographic market area.

Deliverables: Preliminary report appendices examining marketplace conditions.

Resources required: Keen Independent will collect secondary data and City staff for review of materials.

The Consultant will examine any disparities in the areas of:

- Entry and advancement as employees;
- Business ownership/formation;
- Access to capital, bonding and insurance;
- Success of businesses, including business closure rates;
- Business earnings; and
- Other outcomes.

These analyses will indicate whether there is evidence that barriers (possibly including discrimination) in the local marketplace have affected the ability of MBE/WBEs to form, grow, and successfully compete. A key portion of the analysis will examine whether there are differences in outcomes in the local marketplace for these groups while statistically controlling for other characteristics. Data sources include:

- U.S. Census data for business ownership, business owner earnings and receipts in the relevant geographic market area (including Public Use Microdata Samples and Survey of Business Owners);
- The Federal Reserve Board Survey of Small Business Finances data on lending;
- Home Mortgage Disclosure Act data on mortgage lending from the Federal Financial Institutions Examinations Council;
- U.S. SBA data on business expansion, contraction and closure rates;
- Data collected from businesses through the availability survey performed by the study team; and
- Existing published research concerning employment, advancement and business ownership, including the findings of past disparity studies in the region.

Research methods will include difference of proportions statistical tests, linear regression analyses and probit or logistic regression models. From available data, the study team will control for neutral factors such as age of an individual or length of time in business. Examples include the following:

- Business ownership rates. The Consultant will examine rates of self-employment (business ownership) for minorities and women (compared with non-minorities and men) working in the local study industries. The regression analyses will control for neutral factors such as age, marital status and education. The study team will also use regression analyses to examine whether the availability of minority- and woman-owned businesses in the study industries would be different but for any race- or gender-based discrimination.
- Relative bid capacity. The Consultant will use quantitative models to research whether the relative bid capacity of targeted businesses is constrained compared to what is found for other similarly situated businesses.

Data collected in availability surveys will also provide statistical information about whether MBE/WBEs are more likely to experience specific types of marketplace barriers compared with majority-owned firms.

The Consultant will attempt to perform these analyses for all minority and gender groups for each of the study industries (construction, architecture and engineering, professional services, goods and other services).

Task 11. Qualitative analysis of marketplace conditions. Task 11 will include the collection and analysis of any evidence of discrimination that may affect minority- and woman-owned firms.

Deliverables: Four public meetings, Summary Report section, appendix.
Resources required: City staff time for attending public meetings.

11-a. In-depth interviews with business owners, trade associations and others. The project team will conduct in-depth interviews and business advisory group meetings that will include up to 40 business owners and trade association representatives. The interviews will discuss various topics related to the local marketplace, including:

- Background on the relevant industry in the local marketplace;
- Doing business as a prime contractor and as a subcontractor;
- Keys to business success (i.e., access to capital, insurance and bonding, knowledge of business opportunities, business relationships, etc.);
- Potential barriers to doing business with public agencies such as the City;
- How prime contractors and consultants communicate opportunities to subcontractors and subconsultants, and how they select those firms for projects;
- Any allegations of unfair treatment, including bid shopping, unfair treatment during performance of work and allegations of unfavorable work environment;
- Additional information regarding any racial-, ethnic- or gender-based discrimination, including topics such as stereotypical attitudes and any allegations of a “good ol’ boy” network that adversely affects opportunities for minority- and woman-owned firms;
- Insights regarding business assistance programs, changes in contracting processes or any other neutral measures, including the City’s and others’ small business programs; and
- Insights regarding race-, ethnicity- and gender-based measures, such as the Federal DBE Program.

The resulting information may help to identify prevailing practices in the public and private sector that could lead to any underutilization of MBEs/WBEs. The interviews may also help identify the effect of certain program measures in encouraging the utilization of targeted businesses. Keen Independent will be responsible for scheduling interviews, training interviewers, preparing interview reports, analyzing results and preparing a task report summarizing the anecdotal information.

The project team will interview a mix of businesses that have participated in City contracting in the past, and businesses available for City contracts that may have been less successful in obtaining that work. We will generate a representative sample of businesses of different race/ethnicity,

gender and primary line of work to provide a broad cross-section of the business community within the relevant geographic market area. The interviews will be conducted with small and large minority- and woman-owned businesses as well as with non-Hispanic white male-owned businesses. Proposed local subconsultant Donaldson Consulting will conduct these interviews.

11-b. Analysis of qualitative information from telephone surveys with businesses. The telephone interviews with business owners and managers that the Consultant project team will conduct as part of the availability analysis will include questions concerning general marketplace conditions, including potential barriers associated with obtaining financing, obtaining bonding and receiving payment (for details, see Task 6).

Customer Research International will ask open-ended questions as well to identify other types of barriers. The Consultant will analyze results of those questions as part of the qualitative and quantitative analyses of local marketplace conditions. We anticipate receiving comments from thousands of firms through this process.

11-c. Public meetings. The Consultant will hold two public meetings at the beginning of the study and two public meetings to present disparity study results. Not only does this provide an opportunity to collect information from a broader range of business owners and other groups, it provides a greater opportunity to participate in the study and enhances the transparency of the study. The study team will coordinate with City staff concerning these meetings, including assistance in drafting invitations to the meetings and providing fact sheets concerning the study.

11-d. Assessment of any complaints, information from past disparity studies, public hearings, judicial findings and other studies. The project team will request information concerning any informal or formal complaints related to discrimination or contracting practices that City received during the study period.

The Consultant has conducted multiple disparity studies in the City of Vancouver region in recent years. The study team will summarize the results of those studies and other research, which will supplement City study results. The Consultant will also review relevant reports, public hearings, judicial findings and other information as part of the City study.

11-e. Assessment of the qualitative evidence. The study team will review information from Tasks 11-a through 11-d to prepare an overall assessment of qualitative evidence. The product will be an up to 100-page analysis of key results by topic, including excerpts from the interviews, telephone survey responses, focus groups and the public meeting. Keen Independent will identify the interviewee by number rather than by name in the written analysis.

Task 12. Analysis of remedies and recommendations. The Consultant will evaluate all quantitative and qualitative information compiled in the study to develop an overall assessment for the need for specific types of neutral and race- and gender-conscious remedies, as appropriate.

Deliverables: Summary Report sections.

Resources required: City staff time for review of materials.

12-a. Analysis of existing and potential neutral remedies. Neutral remedies are actions that remove barriers, open opportunities and strengthen businesses without regard to race, ethnicity or gender ownership. Examples include removing bonding requirements or providing bonding assistance to any small company, better dissemination of information about contract opportunities, simplifying bid and proposal processes, and changing prequalification requirements to not disadvantage newer, smaller companies.

Through review of utilization and disparity results, analysis of City procurement processes, MBE/WBE program and neutral efforts (as well as an examination of any neutral efforts in the local marketplace), the Consultant will assess the effectiveness of existing neutral initiatives on utilization of MBE/WBEs in City procurement. This assessment will comprise a major component of the overall conclusions and recommendations provided in the disparity study report. The study team will recommend any additional neutral measures for City consideration as well as potential improvements or expansion of existing efforts. These will include potential changes to City contracting and procurement policies and practices.

David Keen of Keen Independent will lead this task, supported by other team members. The product will be assessments and recommendations concerning City practices and programs as described elsewhere in the proposed work plan.

12-b. Analysis of potential race- and gender-conscious remedies. The Consultant will review whether there is a factual predicate for the City to establish certain programs or other efforts to address discrimination against businesses. The study team will examine how any needed measures would be designed and implemented, as appropriate. David Keen will work with other team members, including Holland & Knight, to complete this task.

Task 13. Disparity study report and presentations. The Consultant will be the primary author of the City disparity study report, assisted by other study team members.

Deliverables: Presentation of preliminary results, draft report, final report and final presentations.

Resources required: City staff for review of materials.

13-a. Draft disparity study report. The Consultant will submit a complete draft report to the City in May 2024. We will provide many sections of the draft to the City in advance of this date to expedite the review process. The draft report will include:

- An executive summary covering the study overview, methodology, disparity analysis, notable findings, statistical findings, anecdotal findings and recommendations.
- Report sections summarizing the study process for each study task; legal framework for the study; City contracting policies and procedures; current City-operated programs; local marketplace conditions based on quantitative and qualitative information; results of the availability, utilization and disparity analyses for City contracts and in the local marketplace; and the conclusions and recommendations emerging from study results.

- Supporting appendices, including a review of relevant legal decisions, definitions of terms, definitions of industry categories, detailed information concerning data sources and results, and survey and interview instruments.

13-b. Final report. The Consultant will review City comments on the draft report and prepare a final report after receiving those comments. Assuming timely City review, we will deliver the final report in June 2024.

The final report will be written in clear and concise language using consistent terms, easy to understand, organized in logical manner, fully illustrated with relevant examples and consistent with widely accepted methodology.

Annette Humm Keen will lead the quality control team for the final report. She has performed this role on most of Keen Independent's disparity studies in the past.

13-c. Submission of data and study documentation. The Consultant will submit appropriate data and records developed during the disparity study that will permit future use of such data and records to the City.

13-d. Presentations. The Consultant will present results and recommendations to City leadership in consultation with the City Project Manager.

ATTACHMENT B FEE SCHEDULE

Project Hours and Budget by Task

Task	Project hours	Professional fees	Travel and other expenses	Budget total
1. Project administration and meetings	76	\$ 21,200	\$ 4,110	\$ 25,310
2. Legal framework and analysis	48	24,060	0	24,060
3. Analysis of the City's purchasing policies and procedures	98	20,560	0	20,560
4. Prime contract and subcontract data collection	220	36,400	0	36,400
5. Relevant geographic market area and subindustries	200	33,200	0	33,200
6. Availability analysis	2,088	70,430	10,000	80,430
7. Utilization analysis	160	28,400	0	28,400
8. Overconcentration analysis	90	16,870	0	16,870
9. Disparity analysis	88	18,160	0	18,160
10. Quantitative analysis of marketplace conditions	128	25,060	0	25,060
11. Qualitative analysis of marketplace conditions	436	81,000	500	81,500
12. Analysis of remedies and recommendations	84	18,800	0	18,800
13. Reports and presentations	126	26,540	3,610	30,150
Total	3,842	\$ 420,680	\$ 18,220	\$ 438,900

Hourly Rates and Hours by Staff Position

	Hours	Hourly rate	Professional fees	Travel and other expenses	Total budget
Keen Independent Research LLC (prime consultant)					
David Keen, Principal	192	\$ 375	\$ 72,000	\$ 12,110	\$ 84,110
Annette Humm Keen, Principal	108	275	29,700	3,610	33,310
Keen Independent Senior Consultants	292	185	54,020	0	54,020
Keen Independent Consultants	574	160	91,840	0	91,840
Keen Independent Project Assistants and Research Assistants	506	120	60,720	500	61,220
Holland & Knight					
Keith Wiener, Partner	46	\$ 600	\$ 27,600	\$ 0	\$ 27,600
Donaldson Consulting					
Suzanne Donaldson, CEO	122	\$ 250	\$ 30,500	\$ 500	\$ 31,000
Customer Research International (CRI)					
Sanjay Vruthula, President	2	\$ 150	\$ 300	\$ 1,500	\$ 1,800
CRI Interviewers	2,000	27	54,000	0	54,000

Prime Consultant and Subconsultant Costs

Firm	Total cost
Prime consultant	
Keen Independent Research	\$ 324,500
Subconsultants	
Holland & Knight	\$ 27,600
Donaldson Consulting	31,000
Customer Research International (CRI)	55,800
Grand total	\$ 438,900

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:

\$ 20,917,060.38 this 10th day of July 2023.

DocuSigned by:
Anne McEnerny-Ogle
MAYOR

Cyndi A. Turner Digitally signed by Cyndi A. Turner
Date: 2023.07.03 12:00:38 -07'00'
AUDITING OFFICER

DocuSigned by:
Ty Stob
COUNCILMEMBER

DocuSigned by:
M.W.V.
COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
June 26, 2023 - July 02, 2023	Accounts Payable Checks (see attached)	\$ 20,791,191.83
June 26, 2023 - July 02, 2023	Hansen City Payments (see attached)	\$ 14,917.44
June 26, 2023 - July 02, 2023	Visa Refunds (see attached)	\$ 5,814.36
June 26, 2023 - July 02, 2023	Payroll Checks (see attached)	\$ 105,136.75
TOTAL		\$ 20,917,060.38

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Ad Hoc Payment	Check	12088	6/28/2023	23.06	Adams, Shawn	Utility Refunds: 0091045700-05
Ad Hoc Payment	Check	12089	6/28/2023	57.87	Cascade West Development Inc	Utility Refunds: 0500005946-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	12090	6/28/2023	937.45	Catworks Construction	Utility Refunds: 0500006097-04
Ad Hoc Payment	Check	12091	6/28/2023	1,879.39	Hoffman, Lewis	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	12092	6/28/2023	143.44	Hutsell, Daniel L or Madalyn J	Utility Refunds: 0000001433-03
Ad Hoc Payment	Check	12093	6/28/2023	143.67	Johnson, Gavin	Utility Refunds: 0009079100-17
Ad Hoc Payment	Check	12094	6/28/2023	77.72	Kennedy, Eileen	Utility Refunds: 0062069300-01
Ad Hoc Payment	Check	12095	6/28/2023	116.74	Marily Klug Administrative Trust	Utility Refunds: 0000002303-02
Ad Hoc Payment	Check	12096	6/28/2023	42.01	Nolan JR, Francis	Utility Refunds: 0059035300-02
Ad Hoc Payment	Check	12097	6/28/2023	103.26	of the Marilyn J Klug Survivors Trust, Brenda Lee Pearce successor trustee	Utility Refunds: 0000002303-02
Ad Hoc Payment	Check	12098	6/28/2023	250.88	Rockstad, Danielle or Ryan	Utility Refunds: 0057034055-06
Ad Hoc Payment	Check	12099	6/28/2023	46.05	Saraivanov, Carrie or Michael	Utility Refunds: 0087024002-02
Ad Hoc Payment	Check	12100	6/28/2023	189.06	Testamentary Trust for the benefit of Vera J Walter, Kirk M Walter, Trustee of the	Utility Refunds: 0047007500-00
Ad Hoc Payment	Check	12101	6/28/2023	40.86	The Sally Wells Trust date August 6, 2021	Utility Refunds: 0104300470-05
Ad Hoc Payment	Check	12102	6/28/2023	65.68	Thomas Bucceri or George Taylor	Utility Refunds: 0035032300-04
Ad Hoc Payment	Check	12103	6/28/2023	29.50	trustee of the Rosemarie A Younger Trust, Lawrence E Van Loo as his separate	Utility Refunds: 0101000861-03
Supplier Payment	Check	12104	6/28/2023	19,400.00	Across the Street Productions, Inc.	
Supplier Payment	Check	12105	6/28/2023	15,864.13	Action Onsite Inc	
Supplier Payment	Check	12106	6/28/2023	38,222.78	Action Technology Systems	
Supplier Payment	Check	12107	6/28/2023	333.43	Airgas, Inc	
Supplier Payment	Check	12108	6/28/2023	1,507.99	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	12109	6/28/2023	116.48	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	12110	6/28/2023	96.25	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	12111	6/28/2023	19.25	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	12112	6/28/2023	99.57	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	12113	6/28/2023	13,120.97	Allplay Systems LLC	
Supplier Payment	Check	12114	6/28/2023	27,261.96	Alpine Products Inc	
Supplier Payment	Check	12115	6/28/2023	4,325.00	ALS Global USA, Corp	
Supplier Payment	Check	12116	6/28/2023	136.00	American Sani-Can	
Supplier Payment	Check	12117	6/28/2023	355.00	Anna-Michelle Shanti Kriens	
Supplier Payment	Check	12118	6/28/2023	288.00	APWA WA Chapter	
Supplier Payment	Check	12119	6/28/2023	294.96	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	12120	6/28/2023	212.76	Archaeological Services LLC	
Supplier Payment	Check	12121	6/28/2023	524.53	Bounce-N-Battle LLC	
Supplier Payment	Check	12122	6/28/2023	6,014.53	Bound Tree Medical LLC	
Supplier Payment	Check	12123	6/28/2023	12,550.00	Brently Huber	
Supplier Payment	Check	12124	6/28/2023	275.00	Bretley Christie	
Supplier Payment	Check	12125	6/28/2023	4,750.88	Brightview Holdings Inc	
Supplier Payment	Check	12126	6/28/2023	10,464.13	Brown & Wilson Partnership LLC	
Supplier Payment	Check	12127	6/28/2023	200.00	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	12128	6/28/2023	13,500.00	Cascade Inn	
Supplier Payment	Check	12129	6/28/2023	8,110.48	CBG Communications Inc	
Supplier Payment	Check	12130	6/28/2023	669.64	Celco Partnership - Remit-To: Celco - Dallas	
Supplier Payment	Check	12131	6/28/2023	1,793.55	Cellebrite Inc	
Supplier Payment	Check	12132	6/28/2023	5,000.00	CFM Strategic Communications, Inc.	
Supplier Payment	Check	12133	6/28/2023	8,663.07	Chicago Title Company of WA	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Supplier Payment	Check	12134	6/28/2023	11,000.00	City of Portland - Remit-To: City of Portland International Raceway
Supplier Payment	Check	12135	6/28/2023	399.00	City of Vancouver - Remit-To: COV Main
Supplier Payment	Check	12136	6/28/2023	14,767.45	City of Washougal
Supplier Payment	Check	12137	6/28/2023	2,375.00	Clark County Fire District 5
Supplier Payment	Check	12138	6/28/2023	23,917.13	Clark County - Remit-To: Clark County - Treasurer Vancouver
Supplier Payment	Check	12139	6/28/2023	10.00	Clark County - Remit-To: Reeta Fees
Supplier Payment	Check	12140	6/28/2023	499.90	Clark Public Utility District No. 1
Supplier Payment	Check	12141	6/28/2023	468.39	Clark Public Utility District No. 1
Supplier Payment	Check	12142	6/28/2023	388,746.27	Clark Public Utility District No. 1
Supplier Payment	Check	12143	6/28/2023	900.00	Columbia Play Project
Supplier Payment	Check	12144	6/28/2023	6,293.25	Columbia Resource Company
Supplier Payment	Check	12145	6/28/2023	9,459.83	Columbia Resource Company
Supplier Payment	Check	12146	6/28/2023	118.59	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry
Supplier Payment	Check	12147	6/28/2023	215.28	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry
Supplier Payment	Check	12148	6/28/2023	188.33	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry
Supplier Payment	Check	12149	6/28/2023	667.89	Compassion-First Pet Hospitals of Washington, PLLC
Supplier Payment	Check	12150	6/28/2023	17,314.75	Consor North America Inc
Supplier Payment	Check	12151	6/28/2023	50,215.00	Contech Engineered Solutions LLC
Supplier Payment	Check	12152	6/28/2023	9,832.67	Copiers Northwest
Supplier Payment	Check	12153	6/28/2023	180.00	County of Clark School District #101 LaCenter School District
Supplier Payment	Check	12154	6/28/2023	174.00	County of Clark School District #117 Camas School District
Supplier Payment	Check	12155	6/28/2023	42,921.99	CUES Inc - Remit-To: CUES Inc - Cincinnati
Supplier Payment	Check	12156	6/28/2023	12,480.40	Dan's Tractor Inc
Supplier Payment	Check	12157	6/28/2023	84,689.51	Datec Inc
Supplier Payment	Check	12158	6/28/2023	13,580.00	David Corey PHD PC
Supplier Payment	Check	12159	6/28/2023	440.91	Distinctive Landscape LLC
Supplier Payment	Check	12160	6/28/2023	12,859.69	DKS Associates Inc
Supplier Payment	Check	12161	6/28/2023	689.42	Echo Electric LLC
Supplier Payment	Check	12162	6/28/2023	1,737.03	Emerald Services Inc - Remit-To: Emerald - Pittsburgh
Supplier Payment	Check	12163	6/28/2023	6,860.65	Epic Land Solutions, Inc.
Supplier Payment	Check	12164	6/28/2023	9,181.00	Esther Short Commons LLP
Supplier Payment	Check	12165	6/28/2023	464.00	Evergreen Orchards LLC
Supplier Payment	Check	12166	6/28/2023	304.97	Ferguson Enterprises - Remit-To: Ferguson - Dallas
Supplier Payment	Check	12167	6/28/2023	2,125.94	Galls LLC
Supplier Payment	Check	12168	6/28/2023	23,932.48	Gelco Supply Inc
Supplier Payment	Check	12169	6/28/2023	9,600.00	Genuine Senior Living
Supplier Payment	Check	12170	6/28/2023	12,383.75	GreenWorks, P.C.
Supplier Payment	Check	12171	6/28/2023	620.40	Grey Stone Partners, Inc
Supplier Payment	Check	12172	6/28/2023	10,635.00	H&H Wood Recyclers
Supplier Payment	Check	12173	6/28/2023	5,827.50	Harper Houf Peterson Righellis Inc
Supplier Payment	Check	12174	6/28/2023	7,670.00	Hawks Ridge Assisted Living
Supplier Payment	Check	12175	6/28/2023	28,719.09	Herrera Environmental Consultants Inc
Supplier Payment	Check	12176	6/28/2023	6,500.00	Hispanic Metropolitan Chamber
Supplier Payment	Check	12177	6/28/2023	69.10	Houlihan Law PC
Supplier Payment	Check	12178	6/28/2023	1,133.48	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh
Supplier Payment	Check	12179	6/28/2023	15,050.00	InSource, Inc.
Supplier Payment	Check	12180	6/28/2023	1,120.49	Iron Mountain Inc - Remit-To: Iron Mountain - New York
Supplier Payment	Check	12181	6/28/2023	10,665.45	Janus Youth Programs Inc
Supplier Payment	Check	12182	6/28/2023	27.50	Judy Adams
Supplier Payment	Check	12183	6/28/2023	17,640.42	KBT Distributing LLC
Supplier Payment	Check	12184	6/28/2023	11,702.00	Kearns & West Inc

INVOICE PAYMENTS REPORT

Supplier Payment	Check	12185	6/28/2023	7,368.25	Kennedy Jenks Consultants - Remit-To: Kennedy Jenks Consulting
Supplier Payment	Check	12186	6/28/2023	45.00	Kronos Incorporated - Remit-To: Atlanta
Supplier Payment	Check	12187	6/28/2023	20,240.20	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle
Supplier Payment	Check	12188	6/28/2023	2,000.00	Marquam Group LTD
Supplier Payment	Check	12189	6/28/2023	2,096.00	Marten Law LLP
Supplier Payment	Check	12190	6/28/2023	3,368.00	MaryLou Iverson
Supplier Payment	Check	12191	6/28/2023	22,386.77	Mather and Sons Pump Service Inc
Supplier Payment	Check	12192	6/28/2023	3,117.50	Matrix Logic Corporation
Supplier Payment	Check	12193	6/28/2023	6,221.52	McFarlanes Bark Inc
Supplier Payment	Check	12194	6/28/2023	19,233.51	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago
Supplier Payment	Check	12195	6/28/2023	600.00	Nagra & Atwal Corporation
Supplier Payment	Check	12196	6/28/2023	4,997.80	National Park Service - Remit-To: National Park Service - Pearson Lease
Supplier Payment	Check	12197	6/28/2023	926.21	Northwest Natural Gas Company - Remit-To: NW Natural - Portland
Supplier Payment	Check	12198	6/28/2023	5,000.00	Northwest Public Employees Diversity Conference
Supplier Payment	Check	12199	6/28/2023	44,684.19	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources
Supplier Payment	Check	12200	6/28/2023	30,418.61	Oregon Rifleworks
Supplier Payment	Check	12201	6/28/2023	212.32	Orion Medical Supply
Supplier Payment	Check	12202	6/28/2023	21,517.00	Pacifica Law Group LLP
Supplier Payment	Check	12203	6/28/2023	36,403.07	Parametrix, Inc
Supplier Payment	Check	12204	6/28/2023	11,631.73	Physio-Control Inc - Remit-To: Stryker Medical
Supplier Payment	Check	12205	6/28/2023	385.00	Porter W Yett Company
Supplier Payment	Check	12206	6/28/2023	8,301.00	Portland Adventist Medical Center
Supplier Payment	Check	12207	6/28/2023	9,448.30	Portland Mechanical Construction LLC
Supplier Payment	Check	12208	6/28/2023	13,949.78	PPC Solutions Inc
Supplier Payment	Check	12209	6/28/2023	10,740.00	Prestige Care & Rehabilitation - Camas
Supplier Payment	Check	12210	6/28/2023	880.00	Public Safety Testing Inc
Supplier Payment	Check	12211	6/28/2023	3,174.60	Rapco Industries Inc
Supplier Payment	Check	12212	6/28/2023	48,033.50	Rapid Response Bio Clean Inc.
Supplier Payment	Check	12213	6/28/2023	3,194.66	RH2 Engineering, Inc.
Supplier Payment	Check	12214	6/28/2023	30,531.22	Rodgers Marine LLC
Supplier Payment	Check	12215	6/28/2023	4,774.00	SafeFire LLC
Supplier Payment	Check	12216	6/28/2023	873.00	Saul Valencia
Supplier Payment	Check	12217	6/28/2023	6,895.00	Scott Edwards Architecture LLP
Supplier Payment	Check	12218	6/28/2023	3,038.66	Shrums Pest Control
Supplier Payment	Check	12219	6/28/2023	4,515.60	Site Workshop Landscape Architecture, LLC
Supplier Payment	Check	12220	6/28/2023	2,713.74	Software House International SHI - Remit-To: SHI - Dallas
Supplier Payment	Check	12221	6/28/2023	34,465.00	Southwest Washington Humane Society
Supplier Payment	Check	12222	6/28/2023	5,484.83	SSW Consulting, LLC
Supplier Payment	Check	12223	6/28/2023	2,073.50	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago
Supplier Payment	Check	12224	6/28/2023	155.41	State of Washington Department of Transportation
Supplier Payment	Check	12225	6/28/2023	2,628.75	State of Washington State Patrol
Supplier Payment	Check	12226	6/28/2023	12.80	Stericycle Inc - Remit-To: Shred-It
Supplier Payment	Check	12227	6/28/2023	21,299.72	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena
Supplier Payment	Check	12228	6/28/2023	9,780.05	Tapani Materials Inc
Supplier Payment	Check	12229	6/28/2023	3,000.00	The Amy VanCamp Experience LLC
Supplier Payment	Check	12230	6/28/2023	5,600.00	The Freeman Investigative Group, Inc.
Supplier Payment	Check	12231	6/28/2023	6,484.50	The Loudenback Corporation
Supplier Payment	Check	12232	6/28/2023	35,780.00	Theodore F. Pikes
Supplier Payment	Check	12233	6/28/2023	1,146.82	Towing & Recovering Services Inc
Supplier Payment	Check	12234	6/28/2023	6,250.00	Trauma Intervention Programs
Supplier Payment	Check	12235	6/28/2023	1,931.59	Trilogy MedWaste West, LLC

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Supplier Payment	Check	12236	6/28/2023	4,924.81	Triple J Enterprises	
Supplier Payment	Check	12237	6/28/2023	5,729.18	TV Etc ESD 112	
Supplier Payment	Check	12238	6/28/2023	151.02	Tyree Oil Inc	
Supplier Payment	Check	12239	6/28/2023	500.00	United States Postal Service - Remit-To: United States Postal Service Caples	
Supplier Payment	Check	12240	6/28/2023	11,404.97	Univar Solutions USA Inc - Remit-To: Supplier Univar Solutions USA Inc	
Supplier Payment	Check	12241	6/28/2023	478.00	Vancouver Aire LLC	
Supplier Payment	Check	12242	6/28/2023	1,204.45	W.B. Sprague Co. Inc.	
Supplier Payment	Check	12243	6/28/2023	4,180.53	Walter E Nelson Company	
Supplier Payment	Check	12244	6/28/2023	338.00	Washington Amateur Softball Association	
Supplier Payment	Check	12245	6/28/2023	16,636.00	Washington State Criminal Justice Training Commission	
Supplier Payment	Check	12246	6/28/2023	52,086.12	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	12247	6/28/2023	2,241.16	Western Equipment Distributors - Remit-To: Western Equipment - Los Angeles	
Supplier Payment	Check	12248	6/28/2023	13,536.55	Western Water Works Supply Co Inc	
Supplier Payment	Check	12249	6/28/2023	90,725.12	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
Supplier Payment	Check	12250	6/28/2023	46.90	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	12251	6/28/2023	1,023.75	Yakima County	
Supplier Payment	Check	12252	6/28/2023	14,769.79	YOLO Washington LLC	
Supplier Payment	Check	12253	6/28/2023	2,282.68	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Miscellaneous Payment	Check	12254	6/28/2023	98.47	Adam Hamide	MPE-336445 (jobsite: 6901 SE Topper Drive)
Miscellaneous Payment	Check	12255	6/28/2023	88.11	Amity Johnson	Refund On Street Parking Permit
Miscellaneous Payment	Check	12256	6/28/2023	120.00	Arnada Neighborhood Association	2023 RecycleU
Miscellaneous Payment	Check	12257	6/28/2023	546.00	Arock Technologies LLC	FRI-337721(jobsite: 19814 SE 1st Street)
Miscellaneous Payment	Check	12258	6/28/2023	790.00	Broker Knowledge Group	Refund excess business license fees paid
Miscellaneous Payment	Check	12259	6/28/2023	100.00	Cascade Highlands Neighborhood Association	2023 Resource Conservation Challenge
Miscellaneous Payment	Check	12260	6/28/2023	70.00	Castro Group	Refund excess business license fees paid
Miscellaneous Payment	Check	12261	6/28/2023	340.00	Central Oregon Garage Door, Inc.	Refund excess business license fees paid
Miscellaneous Payment	Check	12262	6/28/2023	408.32	Cloudone, LLC	Refund excess business license fees paid
Miscellaneous Payment	Check	12263	6/28/2023	399.19	Dorothea Popa	Refund of Parking Permit Lot 18 P3
Miscellaneous Payment	Check	12264	6/28/2023	500.00	Friends of Lincoln	Voucher #2010657.030
Miscellaneous Payment	Check	12265	6/28/2023	160.00	Guitron Galvan, Inc.	Refund excess business license fees paid
Miscellaneous Payment	Check	12266	6/28/2023	114.00	Holt Services Building	Refund of duplicate payments to invoices #77051137 & 77051138
Miscellaneous Payment	Check	12267	6/28/2023	200.00	Jack Sutherland	Refund of airport deposit for customer Jack Sutherland #1150
Miscellaneous Payment	Check	12268	6/28/2023	97.86	James Briers and Lesley Briers	Refund of loan payment received after loan was paid off.
Miscellaneous Payment	Check	12269	6/28/2023	376.04	James Medanich	Refund of airport deposit for customer James Medanich #42261
Miscellaneous Payment	Check	12270	6/28/2023	430.00	Jim Hanset	Refund of airport deposit for customer Jim Hanset #82273
Miscellaneous Payment	Check	12271	6/28/2023	16.13	Josiah Kauffman	Refund of Parking Permit Lot 18 P3
Miscellaneous Payment	Check	12272	6/28/2023	259.00	Kasey Vu	ICAC Conference meal reimbursement.
Miscellaneous Payment	Check	12273	6/28/2023	70.00	Lapel, LLC	Refund excess business license fees paid
Miscellaneous Payment	Check	12274	6/28/2023	744.00	Margareta Procopoi	LUP-83391 (jobsite: 5716 E Evergreen Blvd)
Miscellaneous Payment	Check	12275	6/28/2023	110.00	Mary Peck	Refund of Lot 18 P1/P2 parking permit
Miscellaneous Payment	Check	12276	6/28/2023	60.48	Michael Olson	Refund Parking Permit no longer needed - Lot 18 P3
Miscellaneous Payment	Check	12277	6/28/2023	250.00	Miller Nash Graham & Dunn LLP	Refund excess business license fees paid
Miscellaneous Payment	Check	12278	6/28/2023	100.00	Mountain View Neighborhood Association	2023 Resource Conservation Challenge
Miscellaneous Payment	Check	12279	6/28/2023	500.00	MPACT Grad Night	Voucher #2010658.030
Miscellaneous Payment	Check	12280	6/28/2023	259.00	Nicole Meyer	ICAC Conference meal reimbursement.

INVOICE PAYMENTS REPORT

Miscellaneous Payment	Check	12281	6/28/2023	237.42	PLS Engineering	Parking Permit Refund COV08380 & COV08403
Miscellaneous Payment	Check	12282	6/28/2023	70.00	Precision Business Install, LLC	Refund excess business license fees paid
Miscellaneous Payment	Check	12283	6/28/2023	500.00	Rosa Martinez Perez	Rental Deposit Refund
Miscellaneous Payment	Check	12284	6/28/2023	120.00	Rosa Martinez Perez	Rental Refund
Miscellaneous Payment	Check	12285	6/28/2023	9,147.38	Sark Point Inc.	Invoice #1511 Pagan & Smith - 4015 NE 138th Ave
Miscellaneous Payment	Check	12286	6/28/2023	500.00	Scappoose Safe and Sober Grad Night	Voucher #2010565.030
Miscellaneous Payment	Check	12287	6/28/2023	10,840.00	Top Tier Concrete LLC	Invoice # 126346 - Felix Javier Pagan and Sophie Marie Smith (4015 NE 138th Ave)
			Check	1,868,581.02		
Expense Payment	Direct Deposit	EFT-00202297	6/29/2023	192.74	John Sexson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00202298	6/29/2023	431.25	Jeramiah Cooper	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00202299	6/29/2023	25.00	Karen Stauber	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00202300	6/29/2023	1,746.58	Anne McEnerny-Ogle	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00202301	6/29/2023	90.00	Blake Billingsley	Travel Advance
Expense Payment	Direct Deposit	EFT-00202302	6/29/2023	32.25	Tyson Taylor	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00202303	6/29/2023	104.00	Jaime Blas lopez	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00202304	6/29/2023	132.00	Ken Portlock	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00202305	6/29/2023	108.63	Sean Donaldson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00202306	6/29/2023	2,573.06	Katherine Kelly	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00202307	6/29/2023	249.02	Ty Stober	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00202308	6/29/2023	202.22	Blanca Magallon	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00202309	6/29/2023	116.17	Frank Dick	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00202310	6/29/2023	220.23	Sarah Ellis	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00202311	6/29/2023	137.43	Kathleen McNicholas	Employee Reimbursement
			Direct Deposit	6,360.58		
Supplier Payment	EFT	EFT-00202257	6/29/2023	7,187.29	Picard Corp	
Supplier Payment	EFT	EFT-00202258	6/29/2023	62,642.73	Consolidated Electrical Distribution	
Supplier Payment	EFT	EFT-00202259	6/29/2023	3,824.00	Salazar Architect Inc	
Supplier Payment	EFT	EFT-00202260	6/29/2023	11,397.20	Right Click Solutions Inc.	
Supplier Payment	EFT	EFT-00202261	6/29/2023	2,679.46	Fire Systems West	
Supplier Payment	EFT	EFT-00202262	6/29/2023	47,323.27	Fehr & Peers	
Supplier Payment	EFT	EFT-00202263	6/29/2023	6,234.00	Coffman Engineers Inc	
Supplier Payment	EFT	EFT-00202264	6/29/2023	23,772.31	Mead and Hunt Inc	
Supplier Payment	EFT	EFT-00202265	6/29/2023	11,270.02	Pitney Bowes Inc	
Supplier Payment	EFT	EFT-00202266	6/29/2023	2,335,448.55	Rotschy Inc	
Supplier Payment	EFT	EFT-00202267	6/29/2023	7,122.50	PBS Engineering and Environmental Inc	
Supplier Payment	EFT	EFT-00202268	6/29/2023	21,303.50	Cascadia Partners LLC	
Supplier Payment	EFT	EFT-00202269	6/29/2023	2,486.08	New Life Friends Church	
Supplier Payment	EFT	EFT-00202270	6/29/2023	17,373.33	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00202271	6/29/2023	414,820.25	Advanced Excavating Specialists LLC	
Supplier Payment	EFT	EFT-00202272	6/29/2023	62,480.78	State of Washington Auditor's Office	
Supplier Payment	EFT	EFT-00202273	6/29/2023	12,730.28	First Forty Feet LLC	
Supplier Payment	EFT	EFT-00202274	6/29/2023	40.81	Ziply Fiber	
Supplier Payment	EFT	EFT-00202275	6/29/2023	24,596.14	Environmental Science Associates	
Supplier Payment	EFT	EFT-00202276	6/29/2023	3,832.87	Purple Communications Inc	
Supplier Payment	EFT	EFT-00202277	6/29/2023	24,446.25	Economic Consultants Oregon Ltd	
Supplier Payment	EFT	EFT-00202278	6/29/2023	138,232.23	Stellar J Corporation	
Supplier Payment	EFT	EFT-00202279	6/29/2023	28,802.43	Share Inc	
Supplier Payment	EFT	EFT-00202280	6/29/2023	763.37	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00202281	6/29/2023	767.00	QuickCaption	
Supplier Payment	EFT	EFT-00202282	6/29/2023	208.70	Lasko Printing Specialties Inc	
Supplier Payment	EFT	EFT-00202283	6/29/2023	282,212.00	Madden Fabrication Inc.	
Supplier Payment	EFT	EFT-00202284	6/29/2023	12,753.69	Restored and Revived	
Supplier Payment	EFT	EFT-00202285	6/29/2023	5,775.11	Live Love Outreach	
Supplier Payment	EFT	EFT-00202286	6/29/2023	8,092.25	Otak Inc	
Supplier Payment	EFT	EFT-00202287	6/29/2023	8,116.75	Sequence Graphics LLC - Remit-To: Sequence Graphics	
Supplier Payment	EFT	EFT-00202288	6/29/2023	15,283.20	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00202289	6/29/2023	9,755.63	Wapiti NW LLC	
Supplier Payment	EFT	EFT-00202290	6/29/2023	6,305.93	Council for the Homeless	
Supplier Payment	EFT	EFT-00202291	6/29/2023	4,250.00	JCI Jones Chemicals, Inc.	
Supplier Payment	EFT	EFT-00202292	6/29/2023	6,230.79	Boys and Girls Clubs of Southwest Washington	
Supplier Payment	EFT	EFT-00202293	6/29/2023	3,079.74	Second Step Housing	
Supplier Payment	EFT	EFT-00202294	6/29/2023	7,398.00	Waxie's Enterprises Inc	

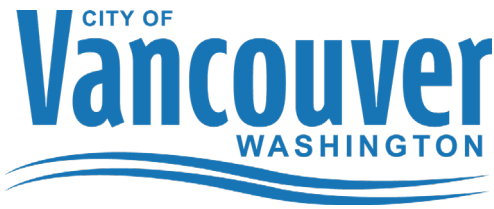
INVOICE PAYMENTS REPORT

Supplier Payment	EFT	EFT-00202295	6/29/2023	2,557.50	The Gunter Group LLC	
Supplier Payment	EFT	EFT-00202296	6/29/2023	25,200.00	Opsis Architecture LLP	
			EFT	3,668,795.94		
Supplier Payment	Manual Wire		6/20/2023	60,591.41	Paymentus Corporation	
Supplier Payment	Manual Wire		6/26/2023	842,235.24	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		6/26/2023	242,015.30	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		6/26/2023	24,308.45	Washington Dental Service	
Supplier Payment	Manual Wire		6/26/2023	1,115,044.83	Internal Revenue Service	
Supplier Payment	Manual Wire		6/27/2023	3.00	City of Portland Revenue Division	
Supplier Payment	Manual Wire		6/27/2023	38,900.09	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire		6/27/2023	361,173.10	State of Washington Department of Revenue	
Supplier Payment	Manual Wire		6/27/2023	10,727.45	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		6/28/2023	9,621.07	Superior, LLC	
Supplier Payment	Manual Wire		6/28/2023	542,663.85	Fidelity National Title Co of Washington	
Supplier Payment	Manual Wire		6/30/2023	12,000,170.50	Fidelity National Title Co of Washington	
			Manual Wire	15,247,454.29		
			Checks	1,868,581.02		
			Direct Deposit	6,360.58		
			EFT	3,668,795.94		
			7/3/2023	14,917.44	City Payments	Posted 06-26-23 to 07-02-23
			Hansen Total	14,917.44		
			7/3/2023	3,898.52	Miscellaneous	Parks Class Refunds FCC 06-26-23 to 07-02-23
			7/3/2023	1,915.84	Miscellaneous	Parks Class Refunds MCC 06-26-23 to 07-02-23
			VISA Total	5,814.36		
			Payroll Total	105,136.75		
			GRAND TOTAL	20,917,060.38		

City of Vancouver
Payroll Council Report
June 26, 2023 - July 02, 2023

Check No.	Date	Explanation	Amount
1353 - 1356	06/30/23	6 2023 Pension Payroll	\$ 11,131.83
202312 - 202355	06/30/23	6 2023 Pension Direct Deposits	\$ 94,004.92

\$ 105,136.75



MEMORANDUM

DATE: June 27, 2023

TO: City Council
CC: Eric Holmes, City Manager

FROM: Bryan Snodgrass, Principal Planner, Community Development Department

RE: July 10, 2023 Council workshop review of proposed Title 20 zoning code text amendments related to kennels, and associated Title 8 amendments related to dogs.

Title 20 zoning code text changes related to dog kennels were recommended for approval by the Planning Commission at a [June 13 public hearing](#). The amendments would allow kennels to include dog day care, and would establish a limit on the number of dogs allowed. The amendments have been developed by City Community Development staff in consultation with Clark County Animal Control staff, following a zoning code text change proposal from a private party wishing to locate a combined dog kennel and day care facility.

County Animal Control staff have also identified select proposed changes to VMC 8.24, Animals, in association with the proposed new Title 20 changes related to dog kennels, and other unrelated dog provisions in need of updating. The Title 8 amendments are outside of Planning Commission review authority and are not part of the Commission recommendation.

A City Council workshop is scheduled on July 10, followed by an ordinance first reading on August 7 and public hearing on August 14. Staff contacts are Bryan Snodgrass of the City of Vancouver Community Development Department (bryan.snodgrass@cityofvancouver.us, 360-487-7946) and Russ Onkka of Clark County Animal Control.

Existing Standards

Commercial dog keeping is currently regulated in the City of Vancouver through two sections of the Vancouver Municipal Code. Zoning standards under Title 20 address land use considerations with a general focus on impacts to surrounding properties, while Section 8.24 contains more detailed standards for facility features and operation, with more focus on the welfare and conduct of the animals. Existing standards are summarized as follows:

Title 20: Kennels

- [VMC 20.160.020.E.3](#) defines kennels/shelters as for overnight boarding of unspecified numbers of dogs, cats and other animals, exclusive of dog day care and veterinary facilities.
- [VMC 20.895.020](#) requires a 50-foot building setback from property lines, with opportunities for waiver if adequate sound proofing is provided.
- Also required are auto and truck access, parking and loading to minimize hazards and congestion, and compliance with VMC [20.935](#) VMC, Off-Site Impacts.
- Kennels/shelters are allowed in the CC, CG, IL and IH zoning districts.

Title 20: Dog Day Care

- [VMC 20.160.020.E.6](#) defines dog day care for day keeping of dogs, but with no overnight boarding, breeding, sales, or rental functions.
- Dog day care facilities are allowed in the multi-family residential, commercial, and all industrial districts.
- Under [VMC 20.850](#), all require compliance with VMC 8.24 animal standards, sound transmission class (STC) walls, partitions, and floors separating the facilities from adjacent residential uses, and outdoor area fencing that is site obscuring and prevents escape of the dogs.
- In the multi-family residential zones, up to 30 dogs are allowed with operating hours from 6 a.m. to 9 p.m., on sites of at least one-acre. In the commercial zones, up to 40 dogs are allowed from 6 a.m. to 10 p.m. Industrial area dog day care facilities similarly limit operation to 6 a.m. to 10 p.m. but do not limit the number of dogs allowed.

VMC 8.24: Non-Land Use Standards for Animals in general

- An annual license with fee (\$150 flat fee for day care facilities, \$200 for kennels) is required, along with contact information, an allowance for on-site inspection by County Animal Control officers, and indication of maximum number of animals envisioned. The license is revocable if the facility does not comply with chapter 8.24.
- Facilities must be structurally sound, maintained, designed to prevent injury, and provide adequate standing, resting, turning space for each animal. Food, bedding and refrigeration is required to avoid contamination or perishing. Provisions are required for removal of waste, bedding, and debris. Washroom facilities are required, as are provisions for separating sick or injured animals. Feeding is required twice daily, along with daily exercise consistent with the age and species of the dog. Indoor facilities require adequate heat, ventilation, light, interior walls, drainage, and overall cleanliness.
- Outdoor facilities require protection from excessive sun and weather, adequate space for exercise, suitable drainage, and separation from other animals. On site employees are required.
- Section 8.24 also contains provisions related to individual private animal conduct and licensing that are not directly related to kennels.

Proposal

A zoning code text change application was submitted by Josh Oliva to allow for the siting of a new Dogtopia facility with capacity for up to 175 dogs with both overnight boarding and day care options in an existing building at 2100 SE 164th Avenue, in the CG zoning district. Current CG district standards allow both dog day care and overnight boarding uses, but as separate uses only, and with day care capacity limited to 40 dogs or less.

To allow for siting of the facility the applicant originally proposed amendments to existing dog day care standards to increase the number of allowed dogs. However, because dog day care uses are allowed in higher density residential zoning districts, City staff revised the proposal to focus on kennels, which are limited to commercial and industrial zones. Current kennel standards do not limit the number of dogs allowed.

Proposed changes before the Council are summarized as follows:

1. Amend Title 20 kennel standards as recommended by the Planning Commission. See Attachment A for specific proposed amendments.
 - a. Define Animal Kennels/Shelters to include dog day care, and to exclude breeding.
 - b. Establish an absolute limit of kennel capacity at 175 animals, and clarify that the County Animal Control Department has authority to limit individual facility applications to lower capacities than this, as needed to comply with VMC 8.24.
2. Amend VMC 8.24 standards associated with the Title 20 kennel amendments. See Attachment B for specific proposed amendments.
 - a. Change license fees from a flat \$200 for all facilities to a fee of \$200 for facilities with capacity for up to 75 animals, and a \$350 fee for facilities with more than 75 animals.
 - b. Require facilities failing first and second inspections to submit an additional \$150 license fee.
 - c. Clarify County Animal Control authority to limit the capacity of proposals, or of approved facilities already in operation, where needed to ensure compliance with VMC 8.24.
 - d. Require kennel applications to include an emergency evacuation plan
3. Further amend VMC 8.24 standards to address outdated language not directly related to kennels. See Attachment C for specific amendments.
 - a. Establish a special license fee of \$200 for individual dogs declared as “potentially dangerous” to cover investigation costs, similar to the higher special license fee currently applied to dogs declared as “dangerous”.
 - b. Require veterinarians administering rabies vaccine to provide notification to Animal Control
 - c. Allow animal hearings officers to assess appeal hearing cost to appellants in the case of frivolous appeals

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Date

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The Planning Commission recommended approval of the Title 20 changes unanimously at the June 13 public hearing, with no persons testifying. Commission questions were limited to the specific site and existing building envisioned by the applicant if the code change is approved.

City Community Development and County Animal Control staff will present at the July 10 Council workshop and answer Council questions.

Links

[May 9, 2023 Planning Commission workshop memorandum](#) also containing the original application narrative, an informal inventory of local facilities, and a summary of regulations in other jurisdictions.

[June 13, 2023 Planning Commission public hearing staff report](#)

[June 13, 2023 Planning Commission public hearing audiotape \(kennel item begins at 1:22:57\)](#)

Attachment A Proposed Title 20 amendments related to kennels recommended by the Planning Commission

20.160.020

E.3 Animal Kennel/Shelters. Animal kennel and shelter facilities for the overnight boarding and day care of dogs, cats and other domestic pets. Excludes breeding, dog day care (see subsection [\(E\)\(6\)](#) of this section, Dog Day Care); and veterinary clinics (see subsection [\(C\)\(6\)\(a\)](#) of this section, General Office).

20.895.020

A. Defined. The development standards in subsection [B](#) of this section apply to any facility that falls within the use classification for Animal Kennels/Shelters, pursuant to VMC [20.160.020\(E\)\(3\)](#) as reviewed during site plan review, as governed by Chapter [20.270](#) VMC.

B. Site requirements. Where allowed, kennels and shelters shall be located not less than 50 feet from any property line. Kennels providing adequate sound-proofing pursuant to the off-site noise provisions of Chapter [20.935](#) VMC may have said setback wholly or partially waived to no less than the extent of any main or accessory building setbacks as may also be applicable. Such facilities shall provide automobile and truck ingress and egress; and shall also provide parking and loading spaces so designed as to minimize traffic hazards and congestion. Applicants shall demonstrate compliance with all of the requirements of Chapter [20.935](#) VMC, Off-Site Impacts, and [VMC 8.24](#), Animals. Capacity shall be no more than 175 animals at one time, provided that the Animal Control Agent has the authority to limit proposed facilities to lower capacity levels where necessary to achieve full compliance with all applicable standards. Dog day care activities within kennels shall comply with VMC 20.850

Attachment B

Proposed VMC 8.24 amendments related to Title 20 kennel changes - Not formally reviewed by the Planning Commission

8.24.410 Application for kennel, grooming parlor, pet shop, or dog day care license.

Any person making application for a kennel, grooming parlor, pet shop, or dog day care license shall submit to the designated animal control agent of the city of Vancouver the following information:

1. The name, address and phone number of the owner of such facility;
2. The name, address and phone number of the person having primary supervision of such facility;
3. The address or location and phone number of such facility;
4. The proposed maximum number of animals which such facility will contain at any single time; The Manager of Clark County Animal Protection & Control or their designee shall have final approval on the maximum number of animals allowed at any given facility based on the facility size, total number of kennels, space for exercise and staffing to meet the needs of the animals housed therein. This number is subject to reduction by the Manager or designee should circumstances arise that do not meet the criteria for operation of a pet store, kennel, boarding facility, day care or grooming parlor.
5. The name and address of the person designated by the applicant as agent for service of legal process or notice;
6. A statement giving permission for the inspection of such facility at any reasonable time;
7. An affidavit of zoning compliance signed by the owner of said facility and approved by the zoning administrator.

8. An emergency evacuation plan, also provided upon license renewal, with emergency and afterhours contact information, emergency veterinarian contact information, and diagram of facility and evacuation routes in the event of an unforeseen disaster

(Ord. M-3667 § 2004: Ord. M-3089 § 6, 1993: Ord. M-2397 § 42, 1983; Ord. M-3667, Amended, 09/13/2004, Sec 12)

8.24.420 License fees.

The application for a kennel, grooming parlor, pet shop, or dog day care license shall be accompanied by a fee as follows:

1. Kennel for 0-75 animals, two hundred dollars; for 75 or more animals, three hundred fifty dollars
2. Grooming parlor, one hundred dollars;
3. Pet shop, one hundred fifty dollars;
4. Dog Day Care, one hundred fifty dollars;
5. Transfer of current license to new owner, fifteen dollars.
6. The fee for any combination establishment shall not exceed two hundred fifty dollars. A penalty fee of fifty percent of the license fee shall be assessed if the license is not applied for within thirty days of commencement of operation or the license renewal date. Payment of this penalty shall not preclude the imposition of any additional penalties prescribed in this chapter. Payment of any outstanding civil penalties imposed under this chapter shall be a prerequisite to licensing.
7. Any facility that does not pass inspection on the first or second inspection is required to pay a re-inspection fee of \$150.00 per inspection until the facility passes.
8. (Ord. M-3667 § 2004: Ord. M-2397 § 43, 1983; Ord. M-3667, Amended, 09/13/2004, Sec. 13)

Attachment C

Proposed VMC 8.24 amendments NOT related to Title 20 kennel changes – Requested by Clark County Animal Control

8.24.166

h. Keeping of potentially dangerous dogs.

1. Upon a final determination that a dog is a potentially dangerous dog, it shall be unlawful for the potentially dangerous dog to be kept within the city unless, within five (5) days of service upon the owner of the final determination that a dog is potentially dangerous:

- a. the potentially dangerous dog is licensed under this chapter, **for a fee of \$200**;*
- b. the potentially dangerous dog has been implanted with a microchip; and*
- c. the potentially dangerous dog has been and placed on the local and national registry.*

2. The owner of the potentially dangerous dog shall provide proof satisfactory to the city's designated animal control agent of compliance with the requirements of this subsection within five (5) days of service upon the owner of the final determination that a dog is potentially dangerous; provided that the city's designated animal control agent may grant an extension for compliance upon a showing of good cause.

3. Meeting the requirements of this subsection shall be at the owner's expense.

4. The range of civil penalties for the first, second and subsequent violations of this subsection shall be assessed as set forth in VMC [8.24.250](#).

5. In addition to any other penalties under this ordinance, failure to comply with the requirements of this subsection shall be a misdemeanor.

8.24.171

2. A veterinarian performing a rabies vaccination of any dog or cat must transmit to County Animal Control a copy of the vaccination certificate or written documentation that includes the owner and pet information contained on the certificate to the manager within 60 days. In the alternative, a veterinarian may issue a pet license in accordance with the rules adopted by the manager, and submit proof of licensure to the manager within 60 days.

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8.24.280

e. *The person filing the appeal shall be personally liable for the cost of daily care and necessary veterinarian care, and/or humane destruction of any animal which remains impounded pending the result of the appeal unless otherwise ordered by the Hearing Officer upon good cause shown. In the event of appeals found by the hearing officer upon recommendation of County Animal Control Department to be unable to be supported by any rationale application of the law or facts, the person filing the appeal may also be required by the hearing officer to be responsible for the costs of an appeal hearing under this chapter, including, but not limited to, the hearing fees and reasonable costs of staff time*



Zoning Code Amendments for Dog Kennels and related standards Vancouver City Council Workshop July 10, 2023



Bryan Snodgrass

Principal Planner

City of Vancouver Community Development Department

Russ Onkka

Program Coordinator II

Clark County Animal Protection and Control

Presentation Overview

- Review proposed zoning code text change application to allow large combined dog kennel/day care facilities in commercial and industrial zones with new limits on facility size, and additional dog-related standards identified by Clark County Animal Control
- Identify issues and information needed in advance of August 7 first reading and August 14 public hearing



Dog Kennel and Day Care- Current Title 20 Requirements

- Animal Kennels/Shelters defined as overnight boarding of unspecified number of animals, exclusive of day care or veterinary uses, allowed in the CC, CG, IL and UH zones.
- Dog Day Care defined as day keeping of dogs exclusive of boarding or sales, allowed in all multi-family, commercial, and industrial zones. Specific sound wall and fencing required, and hours of operation limited. Maximum number of dogs varies from 30 (multi-family residential zones) to 40 (commercial zones) to unlimited (Industrial zones).



Dog Kennel and Day Care- Current VMC 8.24 (Animals) Requirements

- Annual license and fee required, including allowance for inspection by County Animal Control, and indication of number of animals
- Facilities must be structurally sound, maintained, designed to prevent injury, and provide adequate standing, resting, and turning space. Bedding, refrigeration , washrooms, waste removal and sickness provisions required.
- Feeding required twice daily, along with daily exercise consistent with the age and species of dog
- Indoor facilities require adequate heat, ventilation, light, interior walls, drainage, and overall cleanliness. Outdoor facilities require protection from sun and weather, space for exercise, suitable drainage, and separation from other animals. On site employees are required.

Expanded Dog Kennel Standards- Background and Title 20 changes recommended by Planning Commission

- Applicant seeks to locate a Dogtopia facility for combined day care and boarding in an existing building at 2100 SE 164th Avenue, in the CG zone
- Proposal to amend kennel standards to include day care, explicitly exclude breeding, and establish upper capacity limit of 175 dogs, or fewer where required by County Animal Control



Expanded Dog Kennel Standards- Title 8 kennel changes identified by Clark County Animal Control

- Updated kennel license fee of \$200 for facilities with capacity for up to 175 animals, and a \$350 for larger. Require additional \$150 for facilities failing first and second inspections.
- Mirror Title 20 provision clarifying County Animal Control authority to limit the capacity of kennel proposals below 175 dogs if needed, or of approved facilities already in operation
- Require emergency evacuation



Additional Title 8 dog- related changes proposed by Clark County Animal Control

- Establish a special license fee of \$200 for individual private dogs declared as “potentially dangerous” to cover investigation costs, similar to the higher special license fee currently applied to dogs declared as “dangerous”
- Require veterinarians administering rabies vaccine to provide notification to Animal Control
- Allow animal hearings officers to assess appeal hearing cost to appellants in the case of frivolous appeals

Review to date

- Planning Commission unanimously recommended approval of Title 20 changes at June 13 public hearing with no public testimony submitted.
- Title 8 changes are outside of Commission review authority, but recommended by County Animal Control as related to kennel changes, or unrelated but needed to address outdated standards and loopholes associated with individual dogs.

Questions

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