Comprehensive Sidewalk Program Update

June 11, 2018

Vancouver City Council Workshop

Ryan Lopossa, Streets/Transportation Manager
Ryan Miles, Operations Program Manager

Presentation Overview

- Sidewalk Inspector
- Deficiency Prioritization
- Proposed Enforcement
- Homeowner Grant Program
- Sidewalk Café Program
- Current Efforts and Next Steps

CITY OF Vancouver WASHINGTON

Background

- Council workshop - December 2017
- Sidewalks: 636 miles of existing and 494 miles with no sidewalks
- Curb ramps: 10,374 existing curb ramps and 5,029 corners without curb ramps
- $250,000/year dedicated funding for the sidewalk program

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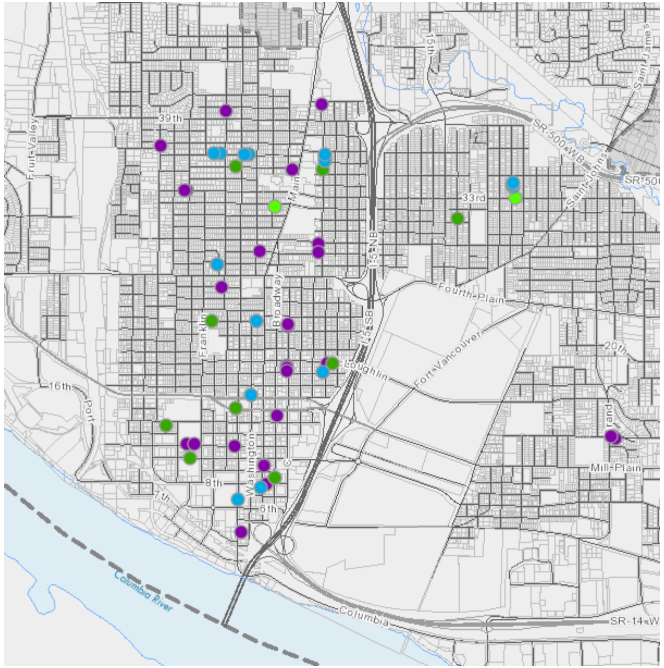
Sidewalk Inspector

- Filled in November of 2017
- Working directly with property owners
- Case/complaint tracking
- Responding to work zone accessibility concerns
- Sidewalk café seating
- Inspection of sidewalk projects

Sidewalk Inspections

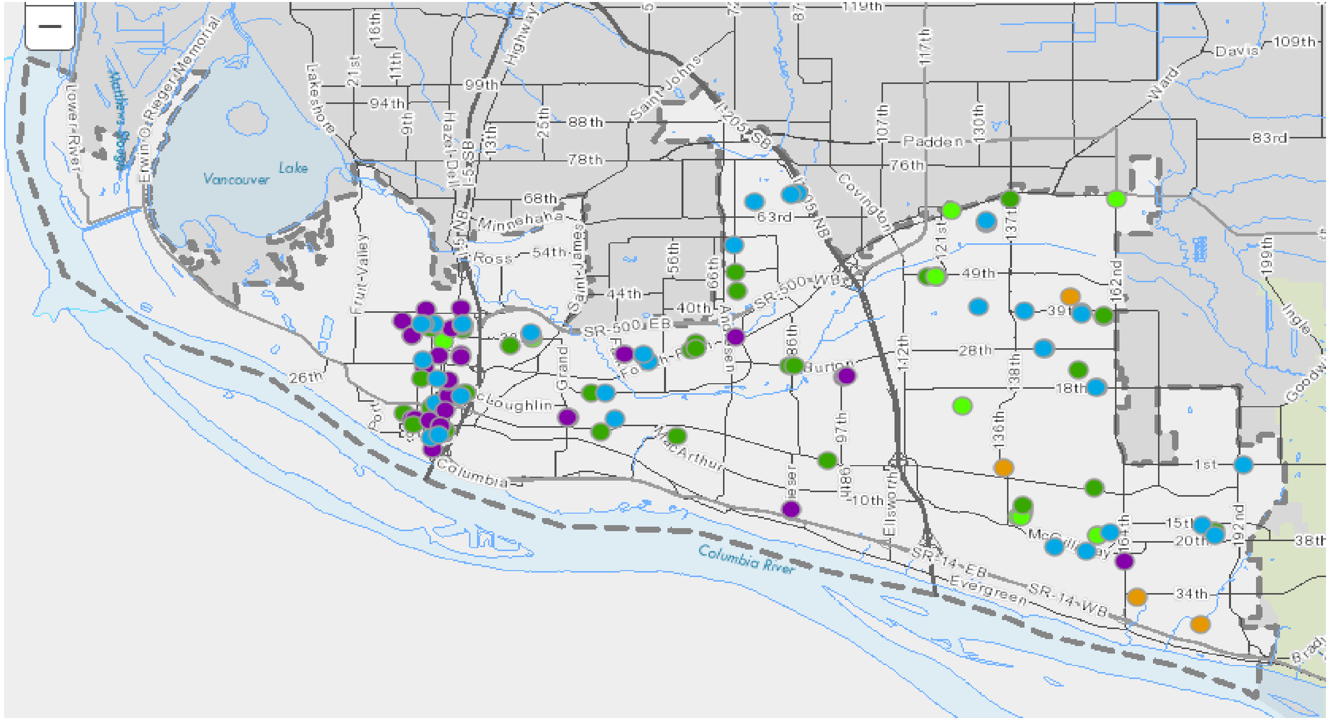


- Complaint calls/cases up
  - 40 from Jan 2017 – Nov 2017
  - 85 from Dec 2017 – May 2018
- Both residential and businesses
- Majority related to trip hazards or vegetation clearance

Sidewalk Inspections

Sidewalk Complaint Tracking

- Completed
- Partially Completed
- Follow Up Inspection
- Notification Sent
- Initial Inspection
- <all other values>



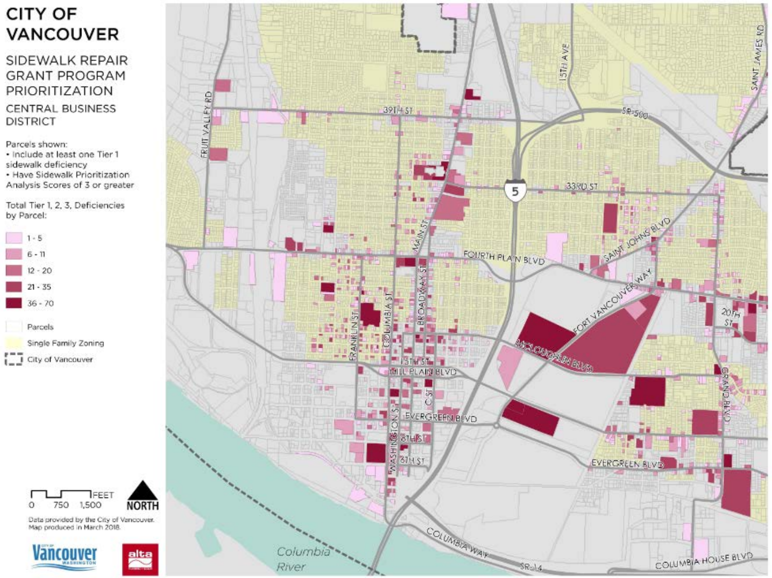
Deficiency Prioritization

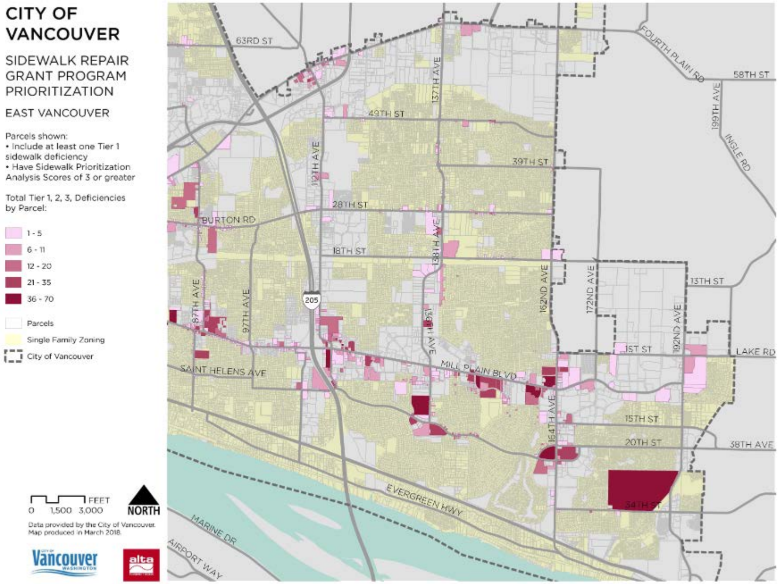
- 3 Tier prioritization structure
- Based on deficiency and severity
- Combined with pedestrian demand for repair priority
- Address all deficiencies on a property at one time

Table 1. Proposed Sidewalk Deficiency Categorization and Prioritization

	Deficiency Tiers	Sidewalk Deficiency Types	Sidewalk Prioritization Analysis Score Higher Score 6k	14k	22k	33k	Lower Score 102k
18k	Tier1: Most Severe	Vertical Fault >2" Heave/Dip >2" Horizontal Separation > 2 " Barrier/Blockage < 24" Cross slope >10% Driveway with deficiency and slope >10% Spalling > 2'x2' Sagging > 2" All "Other" (see Appendix A)					
23k	Tier 2: Moderately Severe	Vertical Fault 1" -2" Heave/Dip 1"-2" Horizontal Separation 1"-2 " Barrier/Blockage 24"-36" Cross slope 8-9.9% Driveway with deficiency and slope 8-9.9% Spalling 6"x6"- 2'x2' Sagging 1"- 2"					
90k	Tier 3: Minimally Severe	Vertical Fault 1/2"-1" Heave/Dip ½"-1" Horizontal Separation ½"- 1" Barrier/Blockage 36"-48" Cross slope 2-7.9% Driveway with deficiency and slope 2-7.9 % Cracking > 4 per panel Spalling 2"x2"-6"x 6" Sagging ½"-1"					
45k	Tier 4: No Deficiency	No deficiencies detected Vertical fault 1/4 "-1/2" Cross slope < 2% Driveway with deficiency and slope < 2% Driveway without deficiency					

Deficiency Prioritization





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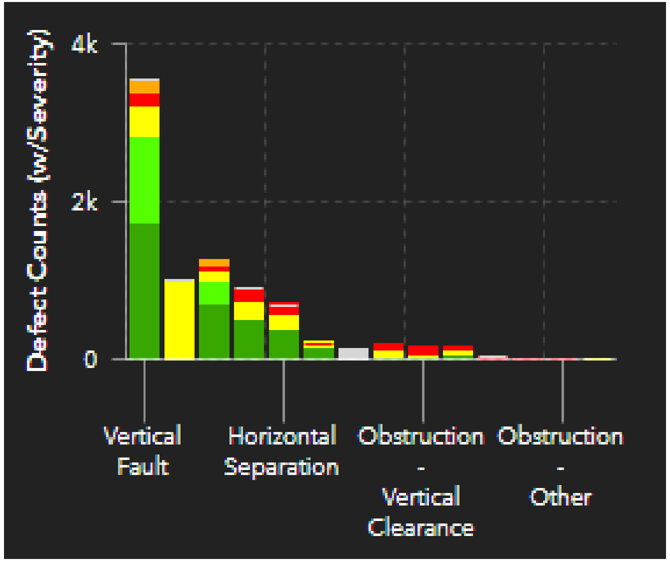
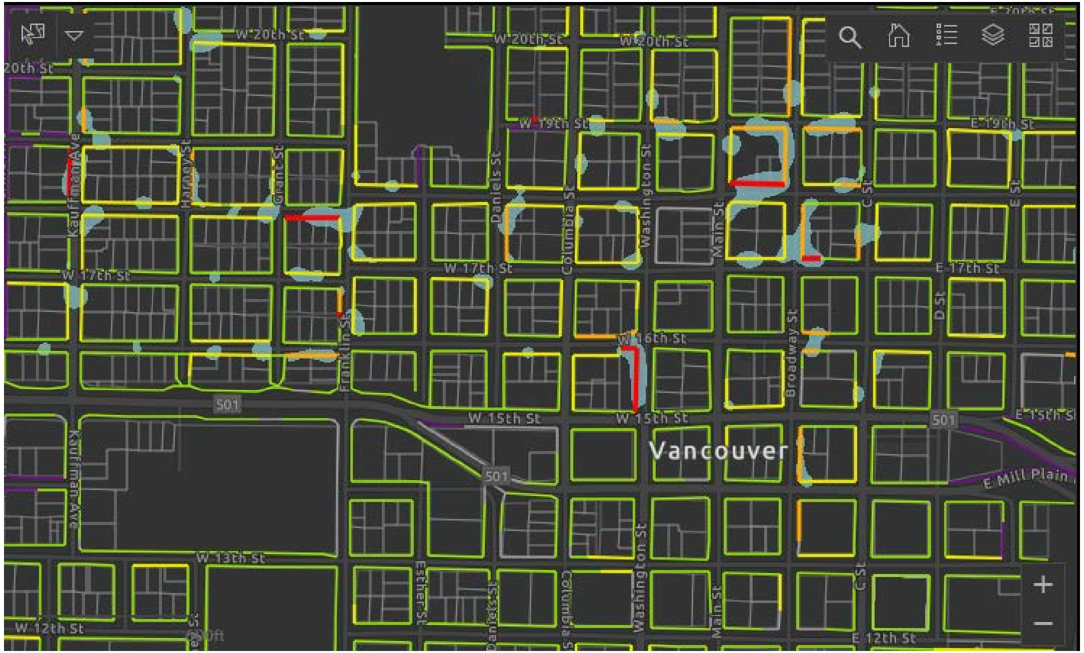
Deficiency Prioritization





City Repair Responsibilities

- City owned or maintained properties
- Columbus Day storm trees
- Curb ramps in the public right of way
- Signals, signs, and striping
- Other areas in the public's best interest: school and transit routes, park access, etc.

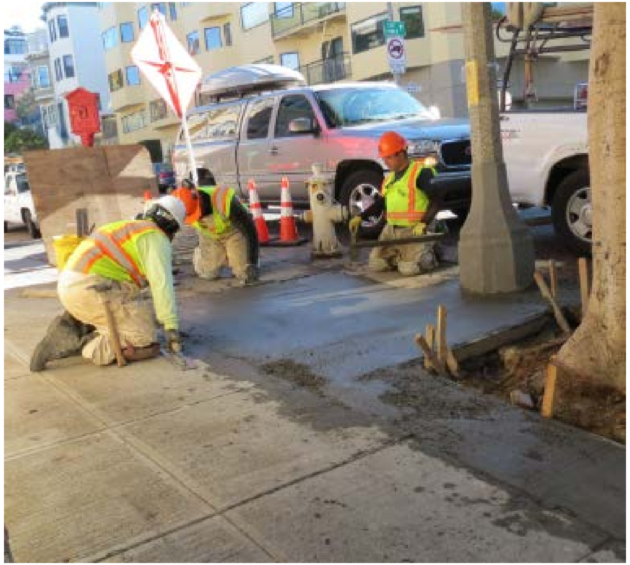
Enforcement – Sidewalk Deficiencies

- Initial notification letter:
  - Encourage owners to meet with staff
  - 60 days to correct the deficiencies
  - Outline process and procedures to do the work
  - City option to do work and owner repay*

* Pending availability of funds

Enforcement – Sidewalk Deficiencies (cont'd)

- Second notification letter
- If not corrected, City can do the work:
  - Work by contract or by City forces
  - Council approves assessment of costs
  - Owner can still enter into a repayment plan
  - Lien applied to property (last option)



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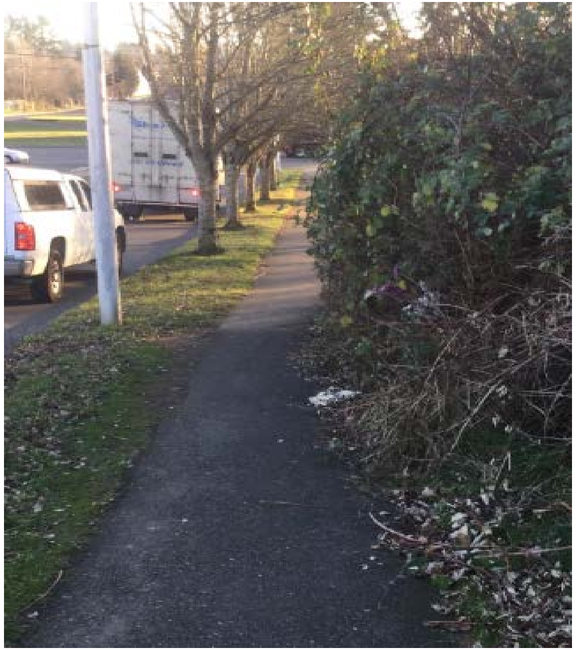
Enforcement - Vegetation

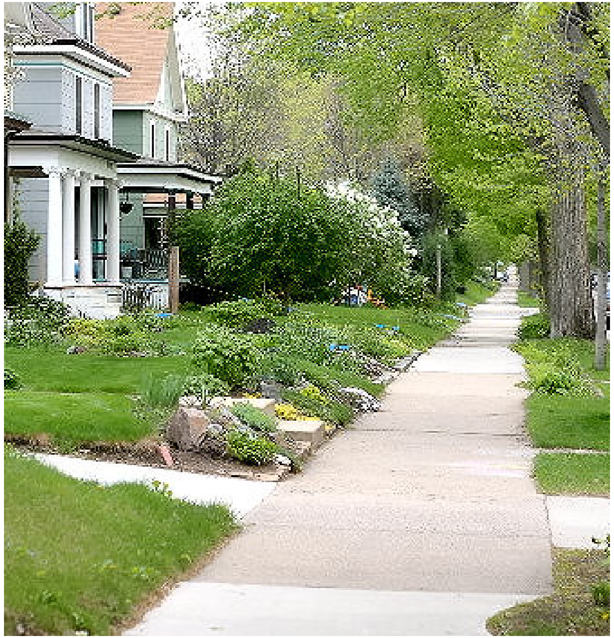


- Code compliance case – VMC 22
- Initial correction notice – 14 days to correct
- Second notice/notice of violation – 7 days to correct
- Ability to assess fines (if needed)

Home Owner Grant Program

- Only available to residential properties
- Businesses out of home are eligible
- Property owner applies for grant after initial notification
- Utilize existing Clark Public Utilities Operation Warm Heart screening

Home Owner Grant Program (continued)



- Provided annually on a first come, first served basis
- Cover up to 50% of repair costs
- Maximum grant amount of $2,500*
- First year total grant program of $50,000*
- Evaluate actual repair costs and program amounts after first year

* Maximum grant and program amounts still to be determined

Sidewalk Café Program

- No formal City program
- Permit required to use public right of way
- Minimum ADA requirements must be met
- If alcohol is served, separation between uses required per Liquor Control Board

City of Vancouver Washington

Sidewalk Café Program (continued)

- Several existing locations do not meet proposed guidelines or ADA
- Inconsistency from one location to the next
- Invalid permits
- Inefficient permit process
- Other items in sidewalk

Sidewalk Café Program (continued)

- Finalize permit guidelines
- Create sidewalk café webpage
- Permit applications online
- Work with businesses directly
- Look into barrier free seating options

Current Efforts

- Correcting reported deficiencies
- Meeting with businesses
- Meeting with other public agencies
- Coordinated repairs with other City projects

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Current Efforts (continued)

- Constructing small section of infill sidewalk
- Applying for City ADA grants
- Small works contract for cutting vertical faults on City responsible parcels
- Coordinating with City's overall ADA transition plan update

Next Steps

- Develop webpage and public information materials (Summer/Fall 2018)
- Determine needs for 2019-2020 budget (Summer 2018)
- Sidewalk related code updates (Fall/Winter 2018)
- Full program rollout (2019)

Next Steps - Future Council Actions

- 2019-2020 Sidewalk Program related budget approvals
- Vancouver Municipal Code (VMC) Updates:
  - Delegate repair necessity to Director
  - Ability for property owners to contract directly with the City
  - Assessment of costs for non-complying owners
  - Enforcement of pedestrian access in construction zones

Questions

Ryan Lopossa, Streets & Transportation Manager
Ryan Miles, Operations Program Manager

CITY OF Vancouver WASHINGTON

Amendment #3 to Vancouver Waterfront Development Agreement

City Council
June 11, 2018

Chad Eiken, CED Director
Julie Hannon, Parks and Recreation Director

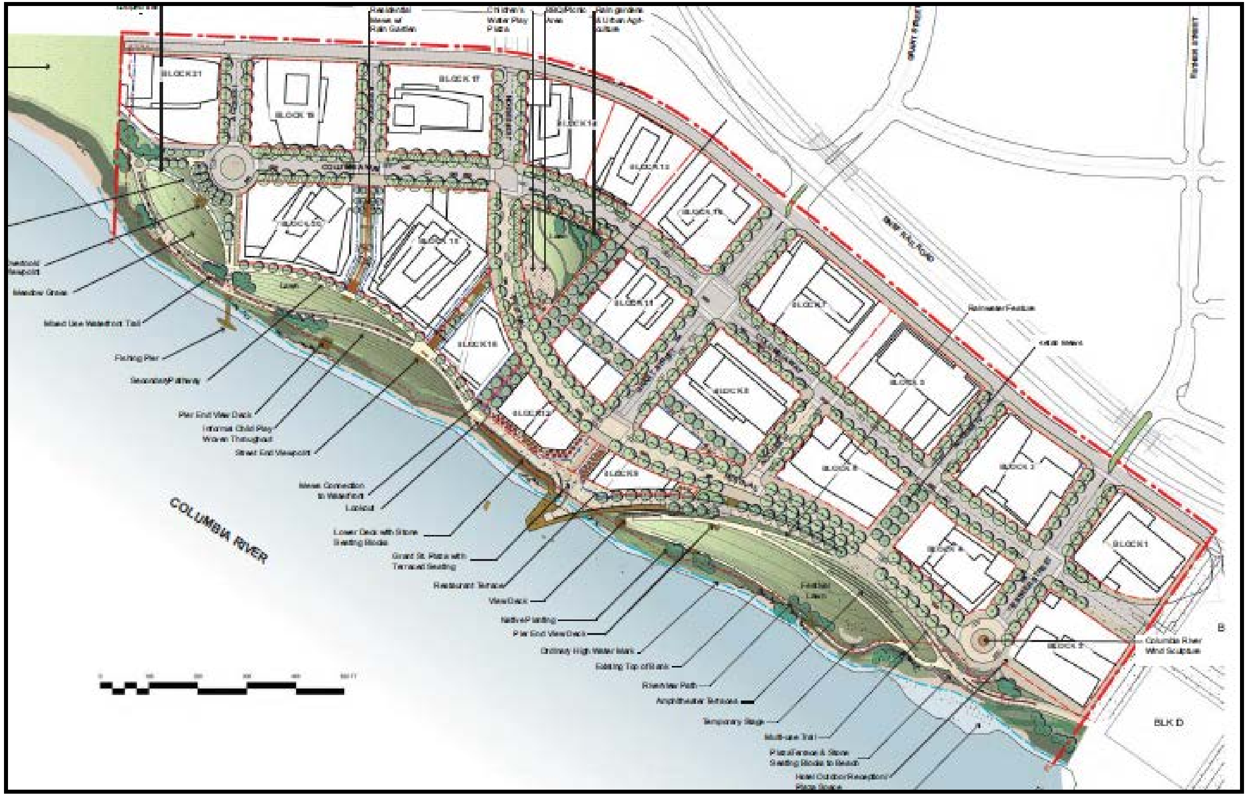
Presentation Overview

- Background
- Proposed Changes to Development Agreement
- Approval Process and Next Steps
- Questions/Discussion

CITY OF Vancouver WASHINGTON

Background

- 30-acre redevelop-ment
- 7-acre city park and pier feature
- CWLLC owns most of the site



CITY OF Vancouver WASHINGTON

Background

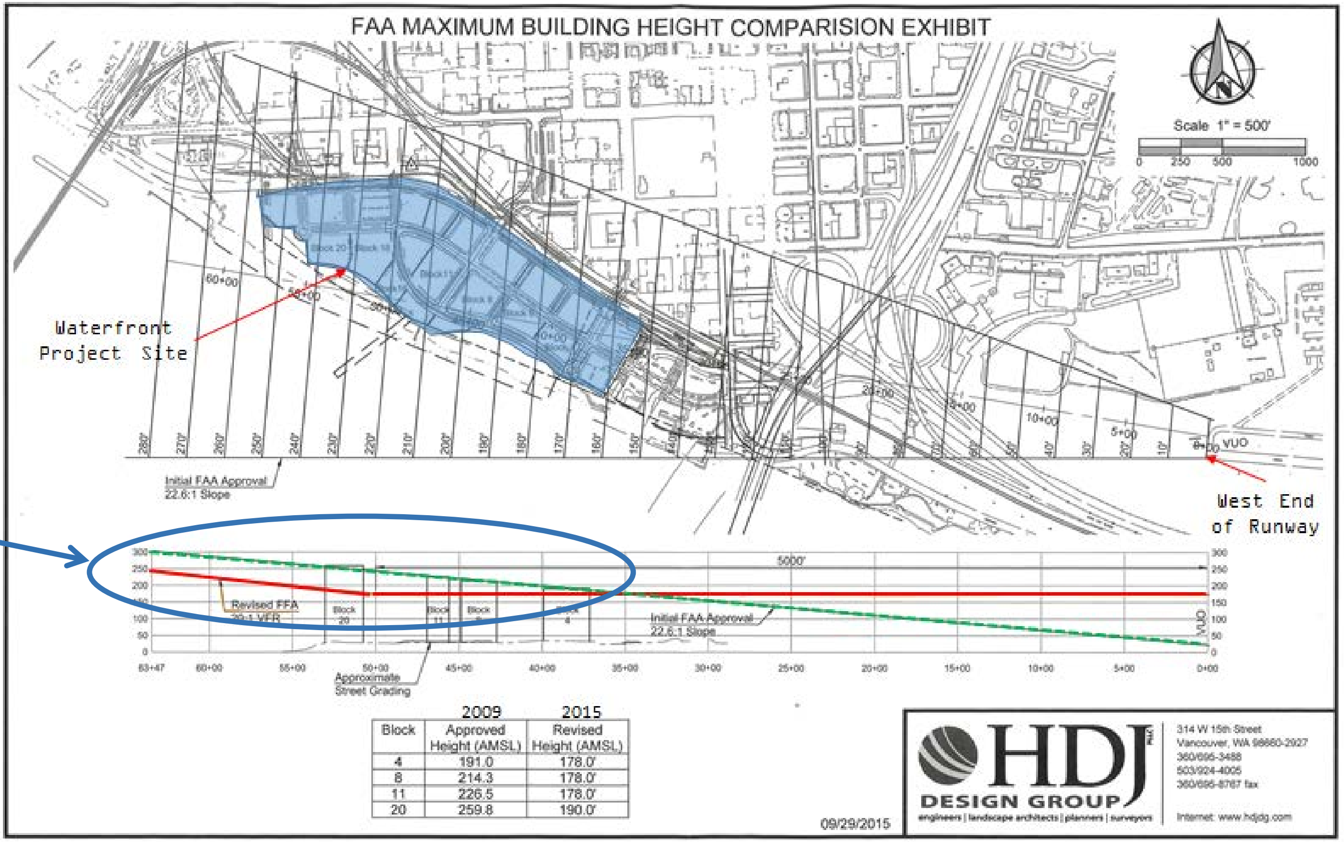
- First D.A. executed in October, 2009; amended in 2011 and 2015
- First phase currently underway (four blocks under construction, park and pier almost completed, two more blocks in review process)
- Unanticipated issues and prior construction delays are prompting current amendments

1. Changes to Minimum Density

1. In 2016, FAA revised its determination of maximum building heights for much of the project
2. Project density (e.g. Floor Area Ratios or F.A.R.s) was set at an average of 4.5:1 minimum F.A.R. in D.A.
3. Reduced heights by FAA (average of 23.6%) results in a corresponding reduction in attainable F.A.R.
4. Proposed D.A. amendment would revise the average minimum F.A.R. to be 3.4:1, and a block-by-block minimum F.A.R. would be included as Exhibit B2

1. Changes to Minimum Density (cont.)

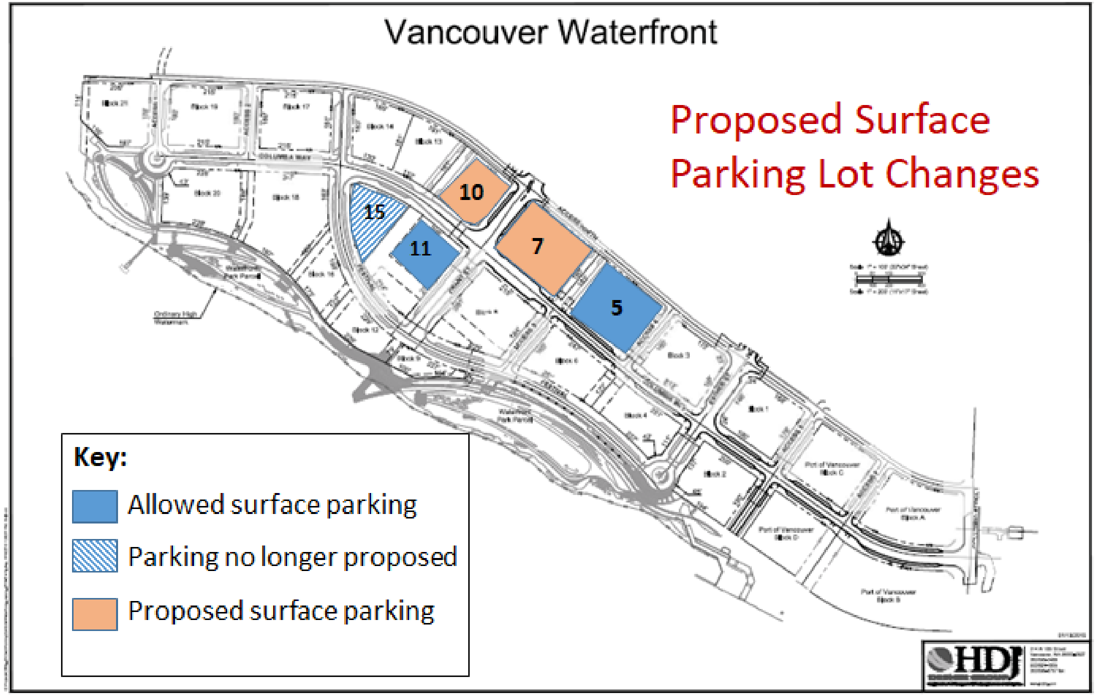
Building Heights affected by FAA Ruling



Block	2009 Approved Height (AMSL)	2015 Revised Height (AMSL)
4	191.0	178.0'
8	214.3	178.0'
11	226.5	178.0'
20	259.8	190.0'

2. Proposed Surface Parking Lots

- Interim surface parking allowed on Blocks 5, 11, 15
- Block 15 will become an internal park
- Two additional blocks (7 and 10) requested for surface parking
- Will be replaced with structured parking
- Period: six years, with additional six years if full standards met

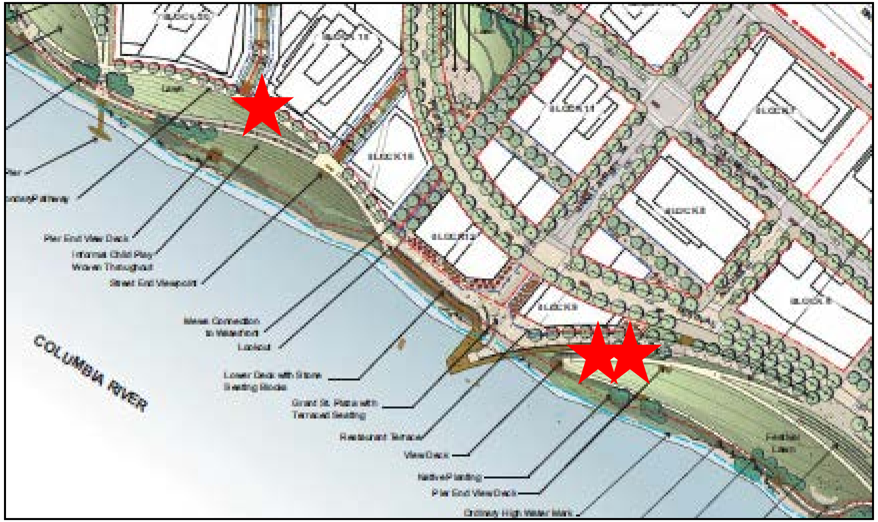


3. Restroom Location and Design

- Current D.A. gives Developer option of building shell space for public restrooms in one of their buildings, or a free-standing structure
- Free-standing “Portland Loo” style restrooms have been selected by Developer and agreed to by Parks

3. Restroom Location and Design (cont.)

- Developer will fund and install two loos now and a third loo later west of the Grant Street Pier
- A future fourth loo location near the water feature has been agreed to, with possible installation in the future



4. Developer Contribution to Access

- Current D.A. requires Developer to make annual payments of $350,000 with a balance payment of $4.75 million toward the access project
- City is obligated to make payments on a HUD loan for the access project but can continue to pay this in annual installments
- Proposed amendment would allow the lump sum developer payment to be made in annual installments over 11 years, beginning this September

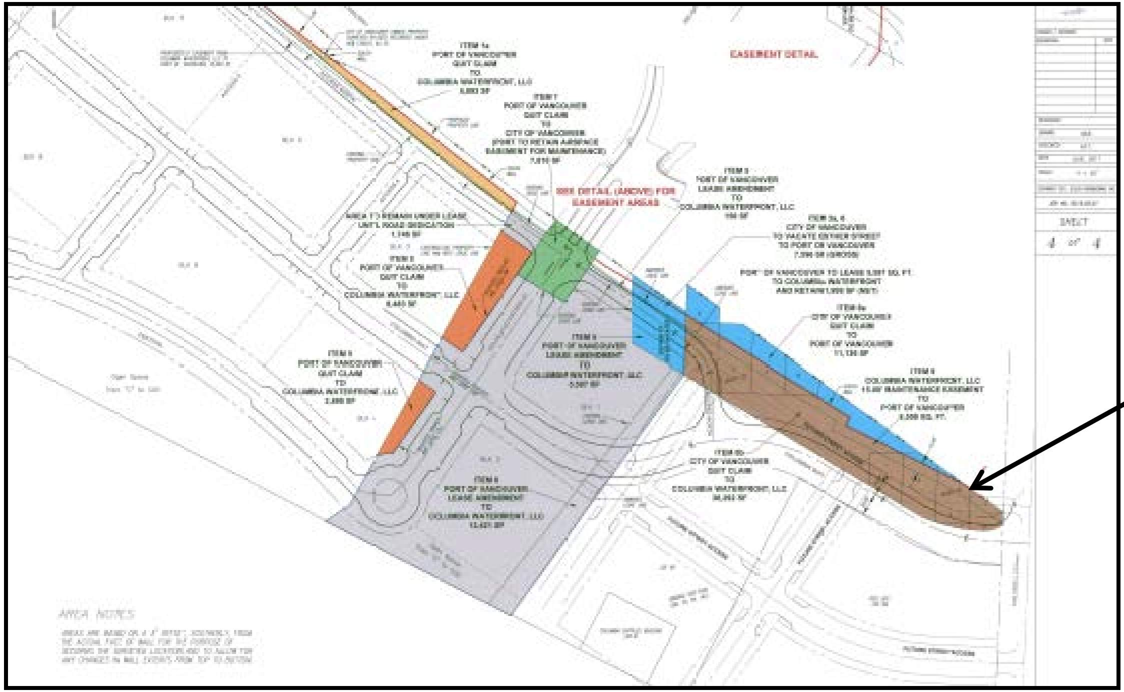
5. Developer Contribution to Park

- Current D.A. requires Developer to construct the core park improvements and contribute $2.0 million to the park in consideration of the City's construction of Columbia Way
- City has constructed the core park improvements; in lieu, Developer will pay $1.0 million to the City upon execution of the amendment
- A second $1.0 million payment will be made 12/31/18 and a third $1.0 million payment will be made 12/31/19

Additional Amendments

6. Reference is made to recently-approved changes to the Waterfront Master Plan, including new design guidelines, revision to location and amount of open spaces, and reduction in proposed parking due to decrease in density
7. City and Developer will collaborate in preparing a survey of the area between City park and private improvements in order to resolve any encroachments
8. City-owned remnant tract of land will be transferred to Developer in exchange for completion of certain streets

City Remnant Parcel



Brown parcel: Surplus land to be conveyed to Developer; possible transfer to Port of Vancouver

Approval Process and Next Steps

- City Center Redevelopment Authority has reviewed proposed D.A. amendment for consistency with the vision for the Waterfront, and is recommending approval
- Approval of amendment will be by adoption of a resolution
- Proposed date for Council public hearing and action: July 16, 2018

Questions and Discussion

Chad Eiken, Community and Economic Development Director
Julie Hannon, Parks and Recreation Director

CITY OF Vancouver WASHINGTON


May 2018

Staff Report 083-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/11/2018

SUBJECT Orchard Area Traffic Impact Fee (TIF) Projects – NE Vancouver Mall Drive Extension and NE 82nd Avenue Improvements, construction acceptance and release of retainage

Key Points

- Improved traffic safety and circulation of vehicles, bicycles, and pedestrians along NE Vancouver Mall Drive from NE 72nd Avenue to NE 66th Avenue.
- Improved pedestrian safety and walkability along NE 82nd Avenue from NE 56th Street to NE 58th Street.
- The project is funded through Traffic Impact Fees (TIF) collected from developments within the Orchards TIF subarea.
- Contract was awarded May 2016.
- Construction began in June 2016.
- Construction completion in April 2018.

Strategic Plan Alignment

Goal 1, Objective 1.1: Develop and maintain a safe, balanced and innovative transportation system that will meet the needs of future generations.

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

Present Situation

This project improved NE Vancouver Mall Drive from NE 72nd Avenue to NE 66th Avenue. The work included:

- Extending the roadway west of NE Andresen Road to NE 66th Avenue. The new street section included bike lanes, ADA-compliant sidewalks and curb ramps, street lights, utilities, asphalt concrete pavement, and landscaping;
- Widening the road to add a dedicated right-turn lane westbound onto NE Andresen Road;
- Installing ADA-compliant sidewalk and curb ramps between NE 72nd Avenue and NE Andresen Road;
- Improving the existing traffic signal system at the NE Andresen Road and NE Vancouver Mall Drive intersection.

In addition, ADA-compliant sidewalk was installed on NE 82nd Avenue between NE 56th Street and NE 58th Street to close the missing segment of the sidewalk and promote pedestrian safety and walkability. Tapani, Inc. of Battle Ground, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications.

The original construction contract bid amount was $1,583,984.97. Field adjustments and contract change orders during construction increased the contract amount to $1,691,437.16, a 6.8% increase. The major changes were due to over excavation and stabilization of a large area of soft ground encountered on site, relocation of an existing street light service cabinet missed in the contract plans, and an increase in the flagging and traffic control quantities necessary to safely perform the work.

An apprenticeship utilization goal of 4% was required for this project. The contractor exceeded the required goal with an apprenticeship utilization of 4.5% for the project.

Advantage(s)

1. Completes the City's contractural requirement to accept the project.
2. Formal project acceptance allows for closure on third-party bond claims and facilitates the release of the contractor's retainage.

Disadvantage(s)

None.

Budget Impact

None. This project is funded by Traffic Impact Fees (TIF). Sufficient budget was included in the capital budget to complete the project.

Prior Council Review

Award of construction contract for the Orchard Area TIF Projects on June 16, 2016.

Action Requested

Accept construction as complete in accordance with contract plans and specifications and authorize release of retainage in the amount of $84,005.20 to Tapani, Inc. of Battle Ground, Washington, subject to receipt of all documentation required by law.

Steve Lee, Senior Civil Engineer, 487-7752

Staff Report 084-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/11/2018

SUBJECT 2019-2023 Public Defense Services Contract with Vancouver Defenders

Key Points

- The City is constitutionally mandated to provide public defense services to qualified indigent clients.
- Since 2007, the City's primary contract for public defense services has been with Jeffrey D. Barrar (dba Vancouver Defenders).
- Based on recent Washington State Supreme Court mandatory caseloads for public defenders, 10-12 attorneys are required for City cases to meet those standards.
- Vancouver Defenders has a successful track record of providing public defense services for the City and is the only local firm that has sufficient staff and experience to provide the level of services required.

Strategic Plan Alignment

n/a

Present Situation

The City is constitutionally mandated to provide public defense counsel to indigent persons entitled to representation as authorized by law. The City currently provides these services through contracts with private attorneys. Since 2007, the City's primary contract for legal and other professional public defense services has been with Jeffrey D. Barrar (dba Vancouver Defenders). The City also contracts with 2-3 additional firms to handle cases where the primary contractor, Vancouver Defenders, has a conflict of interest.

As of January 1, 2015, the Washington State Supreme Court imposed mandatory caseload standards for public defenders that limit each attorney to no more than 400 cases per year. The City's annual caseload of 3,800-4,200 cases requires 10-12 attorneys plus support staff and a full-time investigator, as recommended by the Washington State Bar Association, to adequately meet those standards.

Vancouver Defenders has a successful track record of providing public defense services for the City of Vancouver and is the only local firm that has sufficient staff and experience to provide the level of service required. Therefore the City Council is being asked to approve a new, five-year agreement with Jeffrey D. Barrar, P.S. (dba Vancouver Defenders).

Advantage(s)

Continues the relationship with a public defense firm that has a proven record of providing defense counsel for indigent clients.

Disadvantage(s)

Based on Vancouver Defender's experience and capacity for providing the required services, the City did not enter into a competitive process for this contract. In accordance with Vancouver Municipal Code 3.05.210, the City's Finance Director authorized an exemption from the competitive bidding process upon a determination that a competitive solicitation process was not appropriate or cost-effective.

Budget Impact

For 2019, the contract will be $1,071,200 for attorneys including salary, benefits, insurance, support staff and other administrative and overhead expenses, plus $44,972 for a full-time investigator for a total of $1,116,172. For 2019-2023, the contract will not exceed $6,271,000. Funding for the contract will be included in the biennial budget. For 2019, one attorney position is partially funded by a grant from the Washington State Office of Public Defense.

Prior Council Review

November 13, 2017- 2018 Extension of Vancouver Defenders contract.

Action Requested

Authorize the City Manager or his designee to sign a contract with Jeffrey D. Barrar to provide public defense services to indigent clients in the City of Vancouver for 2019-2023.

Jeanette (Jan) Bader, Program & Policy Development Manager, 487-8606

ATTACHMENTS:

- Vancouver Defender's Contract 2019-2023
- District Court Certification
- Indigent Defense Standards

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT
PUBLIC DEFENSE LEGAL SERVICES: PRIMARY CONTRACT

This Agreement made and entered into this 11th day of, June 2018, by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Jeffrey D. Barrar, P.S. hereinafter referred to as "Contractor", whose address is 2300 Main Street, Vancouver, WA 98660.

WHEREAS, the City has a constitutionally mandated responsibility to provide public defender services and desires to have legal services performed for eligible persons entitled to representation in the City of Vancouver as authorized by law; and;

WHEREAS, since January 1, 2007, the City has contracted with Jeffrey D. Barrar, (dba Vancouver Defenders), to provided public defense services to indigent clients charged with misdemeanors;

WHEREAS, as of January 1, 2015, the State of Washington imposed mandatory caseload standards for public defenders that limit each attorney to no more than 400 cases per year; and

WHEREAS with the City's annual caseload of 3,800-4,200 cases, a minimum of 10 attorneys plus adequate support positions, as recommended by the Washington State Bar Association, is needed to provide the required services; and

WHEREAS, the Contractor has a successful track record of providing these services and is the only local firm that has sufficient staff and experience to provide the level of service required: and

WHEREAS the City desires to engage the Contractor to continue providing legal and other related professional services for the City and Contractor has agreed to offer its professional services to perform said work; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by City, the services hereafter set forth in connection with this Agreement:

Section 1. Definitions

The following definitions control the interpretation of this Agreement:

a. The term "Eligible Client" shall mean a person wishing the appointment of counsel in criminal, juvenile deemed to be handled as an adult who is facing civil commitment, involuntary commitment, and dependency cases, and any other case where the right to counsel and who has been determined by a finding by the Court to be entitled to a court-appointed attorney, pursuant to R.C.W. 10.101.020.

b. The term "Representational Services" shall mean the services for which the City is to pay the Contractor. Representational services include, but are not limited to services of attorney's and appropriate support staff, appropriate sentencing advocacy and services, interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor or other agency and court regarding possible dispositions, and preparation for and appearance at all court proceedings. The services for which the City is to pay the Contractor do not include extraordinary expenses incurred in the representation of eligible clients.

c. The term "Case" shall mean representation of one person on one or more charging documents that arise out of a single criminal incident. Multiple citations or case numbers filed from the same incident are one case. Citations or case numbers that include charges that occurred on the same day are presumed to be one incident or one "case." A charging document that includes charges from more than one date (separate incidents) is deemed one "case", unless the court grants contractor's motion to sever the charges.

   The term "Case" also shall mean representation of one person on one or more original case numbers where a probation violation(s) or show cause order has been filed and contractor is appointed. However, a probation violation case is not counted as a separate, new "case" if the only alleged probation violation is commission of a new offense and contractor is appointed on the new criminal case.

Reappointment of an attorney or law firm to a case, following a defendant's arrest on a bench warrant for failure to appear, does not result in additional case credit under this contract.

d. The term "Case Weighting" shall mean a numerical system, adopted by a jurisdiction, which recognizes the greater or lesser workload required for cases when compared to an average case based on complexity, seriousness of charges and time necessary to prepare for an adequate defense.

e. The term "Disposition" shall mean 1) the dismissal of charges, 2) the entering of an order of deferred prosecution, 3) an order or result requiring a new trial, 4) imposition of sentence, or 5) deferral of any of the above coupled with any other hearing on that case number, including but not limited to misdemeanor probation review that occurs within thirty (30) days of sentence, deferral of sentence or the entry of an order of deferred prosecution

f. The terms "District Court" or "Court" shall mean Clark County District Court.

g. All other terms are intended to have a plain and ordinary meaning with a definition that can be derived from any modern English dictionary.

Section 2. Minimum Qualifications for Contractor Attorneys

Every Contractor shall utilize attorneys who satisfy the minimum requirements for practicing law in the State of Washington as determined by the Washington State Supreme Court. Each attorney shall be familiar with the statutes, court rules, constitutional provisions, relevant case law, Rules of Professional Conduct, and the Performance Guidelines for Criminal Defense Representation approved by the Washington State Bar Association.

Each attorney must also be familiar with the consequences of a conviction or adjudication, including possible immigration consequences and the possibility of civil commitment proceedings based on a criminal conviction and be familiar with mental health issues and be able to identify the need to obtain expert services.

Each attorney shall attend seven (7) hours per year of continuing legal education credits in courses relating to criminal law practice or other areas of law in which the Contractor provides legal services to eligible clients under the terms of this Agreement. Further, each attorney shall attend training approved by the Washington State Office of Public Defense at least once per calendar year. Such training may be counted in fulfilling the above 7-hour requirement. The Contractor will provide an annual report to the City demonstrating compliance with this provision.

Each attorney representing any other client assigned as a part of this Agreement shall meet the requirements above or work directly under the supervision of a senior, supervising attorney employed by the Contractor, who meets the requirements above. Such supervising attorney shall have a minimum of five (5) years' experience practicing criminal law in Washington State. Such direct supervision shall continue until the attorney meets the requirements above.

Failure on the part of the Contractor to use staff with the appropriate amount of experience or to supervise appropriately its attorneys shall be considered a material breach of this Agreement.

Section 3. Professional Conduct

The Contractor shall provide the services of attorneys and staff members in compliance with all of the applicable laws and administrative regulations of the State of Washington, the United States, the Vancouver Municipal Code, the Washington State Rules for Professional Conduct (RPC), the Washington State Supreme Court Standards effective October 1, 2012 and the Washington State Supreme Court Caseload Standards effective January 1, 2015. Nothing in this contract shall be construed to impair or inhibit the exercise of independent, professional judgment by an attorney employed by the Contractor with respect to any client wherein an attorney-client relationship has been established pursuant to the terms of this Contract.

Per Washington State's Supreme Court Standards the caseload of a full-time public defense attorney or assigned counsel should not exceed four hundred (400) cases per year for misdemeanors. Rule 9 interns who have not graduated from law school must meet the requirements set out in APR 9 and may not have caseloads that exceed twenty-five percent (25%) of the caseload limits established for full-time attorneys. The Standards require each public defense attorney to "certify to the court that he or she complies with applicable Standards for Indigent Defense Services to be approved by the Supreme Court". Certifications of compliance (Attachment A) must be completed quarterly by each attorney and filed with District Court.

Nothing in this contract shall require or permit, without the consent of the client, access to or disclosure of any confidential communication made by a client to any attorney employed by the Contractor or any such confidential communications made to agents or employees of the Contractor for such attorney; the advice given by an attorney to a client; or any other statements and materials privileged from disclosure in a court of law.

Attorneys and staff employed by the Contractor shall not solicit or accept any compensation, gifts, gratuities or services from any client served under this contract.

Section 4. Duties of Contractor:

a) Contractor shall advise and provide legal defense services and assistance to eligible clients who have been arrested or charged under any City of Vancouver ordinance or RCW statute which has a possible jail sentence and whom the Contractor has been appointed to represent by the District Court. All legal services rendered by Contractor shall be of the highest quality and shall be provided at all stages of each assigned case.

b) Contractor shall represent eligible clients in all arraignments, pre-trials, trials, sentencing's, probation violations, revocation proceedings, protest hearings, show cause hearings, hearings for review of sentence in all District Courts, and all necessary hearings, motions, and writs which may arise in Clark County District Court. No service shall be rendered with respect to any crime or proceeding which does not include the possibility of incarceration. Client representation under this Agreement shall not include any appeals or re-trail following appeal where the ineffective assistance of counsel or any other conflict has been alleged.

c) Contractor shall accept all cases assigned by the District Court

d) The Contractor's duty of representation begins after screening approval for indigent representation and such representation shall be continued thereafter only if a court order of appointment is made, except for in DUI, Physical Control, and Negligent Drive I cases. In DUI, Physical Control, and Negligent Drive I cases, the Contractor's duty of representation begins upon receipt of a telephone call from a person arrested by Vancouver Police or its designee(s), while that person is at the jail. The Contractor's duty of representation ends after a citation is written and signed by the arresting officer. However, the Contractor may be appointed later by the Court to represent that person in further proceedings.

e) The Contractor will notify the District Court and the City of Vancouver immediately upon any change in status of a client's representation.

f) The Contractor shall be available 24 hours a day, 7 days a week. The Contractor shall be responsible for immediately posting and maintaining the Contractor's name and telephone number(s) at the Clark County Jail and at the Clark County Sheriff's Office as the public defender for City criminal cases. The Contractor shall receive and respond to all telephone calls on a twenty-four hour basis prior to the first opportunity for court appointed counsel. (CrRLJ 3.1 (b). The Contractor shall not subcontract this requirement.

g) Contractor shall, whenever possible, speak to and conduct initial interviews in person with in-custody clients;
   - within 24 hours of appointment; or
   - by the next working day if the court appoints the Contractor on a Friday, weekend or holiday.

h) The Contractor shall arrange for contact with out-of-custody clients, including notification of a scheduled interview time or what client must do to schedule an interview time, within 72 hours of appointment

i) The Contractor shall have confidential meeting space available to meet with clients.

j) The Contractor shall receive and respond in a timely manner to, at all times, all telephone calls from indigent persons whom Contractor has been appointed to represent.

k) Contractor shall provide representational services at Domestic Violence Court. For all other Clark County Specialty Courts including Mental Health Court, Substance Abuse Court (SAC), Domestic Violence Therapeutic Court (DVTC) and Veteran's Court the City contracts with Clark County to provide indigent defense counsel.

l) To the extent it is practicable, Contractor shall have the capacity to communicate with clients directly in their primary language with the assistance of court appointed certified interpreters. The Contractor shall convey all plea offers to clients in writing, in the client's preferred language.

m) The Contractor agrees to make reasonable efforts to continue the initial attorney assigned to a client throughout all cases assigned in this Agreement. Nothing in this section shall prohibit the Contractor from making necessary staff changes or staff rotations at reasonable intervals, or from assigning a single attorney to handle an aspect of legal proceedings for all clients where such method of assignment is in the best interest of the eligible clients.

n) In the event that the contract is terminated or not renewed, the Contractor will complete the representation of all clients who have been referred by the Court during the period in which the contract is in effect for the compensation received or receivable under the terms of the Contract, provided that completed representation is not made impossible by a client's failure to appear.

o) The Contractor will hire, supervise and maintain quality staff. Contractor will be responsible for suspending, removing, or terminating personnel not adequately performing the duties and responsibilities assigned.

p) Per Washington State Supreme Court Standards, effective January 1, 2015, caseloads per attorney for this contract shall not exceed four hundred (400) misdemeanor cases per year. Cases are as defined in Section 1(c). Contractor shall hire the appropriate number of attorneys to service this Agreement while meeting the caseload standard. .

q) Adequate support staff is critical to an attorney's ability to render competent assistance. Use of qualified paralegal staff to assist in management of caseloads is highly recommended. The parties agree and expect that at a minimum the Contractor will employ support staff services for its attorneys proportionate to the following:
   - One full time Legal Assistant for every four staff attorneys
   - One full time Legal Secretary for every four staff attorneys

r) In order to effectively represent clients, the Contractor shall insure that attorneys providing service under this Agreement shall be equipped with the necessary technology to access police reports, file documents and otherwise function in a paperless Court system.

s) Contractor will provide fiscal management; establish compensation of personnel; maintain payroll records and provide payments for all personnel including withholding of income taxes, payment of social security taxes, payment of worker compensation and industrial insurance taxes (where applicable), and fringe benefits.

t) Contractor shall employ at a minimum one full-time investigator with appropriate training and experience. The City will provide funding for the investigator who will be hired and supervised by the Contractor.

u) The Contractor shall coordinate expert witnesses as required. All motions for the appointment of expert witnesses, substance abuse evaluations, copies of records or other services (excluding investigative services which are provided in-house by Contractor) shall be made to the Court and must be accompanied by an affidavit demonstrating the reason(s) for the motion. Requests for expert services shall be approved by the City's Indigent Defense Contract Manager. Invoices for such services shall be sent directly to the City by the subcontractors; the Contractor will not be held liable for those expenses.

v) The Contractor shall access as appropriate the services of mental health professionals, translators and immigration experts.

w) Contractor will utilize Notice of Appearance Forms provided by the Clark County District Court which includes a notice statement that Defendants are obligated to pay the Indigent Defense Recovery Fee of $150.00 or $75.00 for parole violations.

x) Contractor shall engage in pre-trail negotiations with the City Attorney's office for the purpose of negotiating matters for the following week's mandatory pre-trial hearings.

y) Contractor shall comply with all appearances and duties as may be required by District Court and/or the City for the term of this Agreement at no additional expense to the City.

Section 5. <u>Client Communications</u>:

Contractor agrees to use all good faith efforts to secure both continuous contact with defendants whom Contractor is appointed to represent and also regular attendance by clients at critical stages in the defendant's case. Such good faith efforts shall expressly include, but not be limited to, the following measures:

1) Advising clients that regular contact is necessary to the preparation of their defense, and employing all reasonable means to secure and maintain such contact. A letter emphasizing required contact with Contractor and the timelines for such contact shall be distributed and explained to each client.

2) Clients shall be notified in advance of the date, time and location of all critical stages in the process of the client's particular case including, but not limited to, pretrial conferences, omnibus or other pretrial motions, readiness hearings, and trial. Offers shall be extended in writing to clients within five business days of receipt from the City Attorney's office. In any case, notification shall be provided early enough that the client has time to prepare for each stage.

3) Advising clients that appearance at all regularly scheduled pre-trial hearings (both pre-trial and mandatory) with City prosecutors and the contractor is required for effective assistance in the client's defense and encouraging such attendance. A mutually agreeable time will be scheduled with the Court's approval.

4) Timely notification of the District Court when clients fail to make regular and continuous contact.

Section 6. Reservation Regarding Representation:

The Contractor agrees to screen all cases for conflicts of interest upon assignment and throughout the discovery process. In the event the Contractor cannot represent a client because of an actual or potential conflict of interest under the Washington Code of Professional Responsibility, then the Contractor shall arrange for a City Conflict Attorney to represent the client. The City shall be responsible for negotiating Conflict Attorney Agreements and the cost of such representation shall be paid for by the City. The Contractor shall notify the City and Court of all potential conflicts of interest as soon as encountered. The Contractor will refer to the Washington State Rules of Professional Responsibility, opinions of the state judiciary, and to the American Bar Association Standards for Criminal Justice to determine the existence and appropriate resolution of conflicts.

The Contractor and each attorney employed or retained by the Contractor reserve the right to decline to advise, represent, appear for, or act for any particular person, whether or not indigent or otherwise eligible, but only for good cause shown. Good cause includes, but is not limited to,

conflicts of interest which preclude the Contractor or an attorney retained by the Contractor, from acting pursuant to the Washington Rules of Professional Conduct. The Contractor and each attorney employed or retained by the Contractor, reserve the right to withdraw from representing any person or entity, whether or not indigent or otherwise eligible, providing the consent of the court, if required, is first obtained. The Contractor warrants that declinations will not be made except as required by law or legal ethics, and in the event of a declination, will immediately notify the appropriate court as well as the City.

Section 7. Records, Reports & Audits

a. All records shall be maintained by the Contractor. The Contractor shall maintain systems of internal control which conform to proper law office management and generally accepted accounting principles.

The Contractor must ensure that the City has full access to materials necessary to verify compliance with all terms of this contract. At any time, upon reasonable notice during business hours and as often as the City may deem necessary, the Contractor shall provide to the City right of access to its facilities, including those of any subcontractor, to auditing records, data, invoices, materials, payrolls and other data relating to all matters covered by this contract. Provided that if any such data, records or materials are subject to any privilege or rules of confidentiality the Contractor must maintain such data in a form or manner to provide same to the City that will not breach such confidentiality or privilege.

The Contractor shall maintain such data and records in an accessible location and condition for a period of not less than seven (7) years following the receipt of final payment under this Contract, unless the City agrees in writing to an earlier disposition.

The Contractor agrees to cooperate with the City or its agent in the evaluation of the Contractor's performance under this Contract and to make available information reasonably required by any such evaluation process or ongoing reporting requirements established by the City. The results and records of said evaluations and reports shall be maintained and disclosed in accordance with RCW Chapter 42.17.

b. As recommended by the Washington State Office of Public Defense (OPD), the Contractor shall maintain a case-reporting and management information system which shall include the following for each case:
    1. Case number
    2. Type of case
    3. Length of time until initial meet with client per Section 4(g)
    4. Date of first client meeting
    5. How long the case is open
    6. Number of hours invested by the attorney in the case
    7. Disposition

The Contractor's case-reporting and management system shall also include:

8. Number of cases per attorney
9. Number of cases where an investigator was used
10. Number of bench and jury trials
11. Number of suppression and Knapstad motions filed along with the number of cases where such motions led to the reduction of charges

c. The Contractor shall provide reports by the 10th of each month to the City's Public Defense Contract Manager, that include the activity during the preceding month as described in section (b) above and such other case reporting information as hereinafter required by the City. This information shall also be made available to the District Court Administrator or his/her designee.

d. The Contractor shall report, for the previous calendar year, the following annual activity by January 15th of each year:
   1. Proof of Continuing Legal Education Credits. Such proof shall include name of attorney, identification of training and dates of training.
   2. A profile of all personnel who perform work under this Agreement, including name, salary, and percentage of time devoted to work under this Agreement.
   3. Hours billed for nonpublic defense legal services, including number and types of private cases.

e. The case reporting and management information system shall be maintained independently from client files in order to not disclose any privileged information. The Contractor shall not be required to provide any information when the revelation of which would violate any state or federal privacy laws, the attorney-client privilege, or which would otherwise harm the Contractor's attorney-client relationships.

f. The City's Public Defense Contract Manager may make periodic, random surveys of clients for the purpose of monitoring the quality of services provided and client satisfaction.

g. The Contractor shall meet with the City's Public Defense Contract Manager on at least a quarterly basis to discuss issues and problems related to the fulfillment of this contract.

Section 8. Discrimination Prohibited:

With respect to matters covered by this Agreement, there shall be no unlawful discrimination by the Contractor or the City against any person because of race, color, creed, gender, national origin, physical or mental disability, age or sexual orientation. The Contractor and the City will comply with Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, and all requirements imposed by or pursuant to regulations of the Department of Justice or EEOC issued pursuant to those titles, to the end that no person shall be excluded from participation or deprived of benefits or otherwise subject to discrimination under the defender system because of race, color, age, creed, gender, national origin, physical or mental disability, or sexual orientation.

Section 9. Complaints about Legal Services:

The Contractor shall have a method to respond promptly to client complaints which will include informing clients of the complaint process. In the case a complaint is made to the City by a client with respect to the quality of legal services rendered under this Agreement, the complaint shall be first directed to the Contractor. If the client believes that he or she has not received an adequate response, the City's Public Defense Contract Manager shall evaluate the legitimacy of the complaint. The complaining client shall be informed of the disposition of his /her complaint as soon as is reasonably possible.

The Contractor shall fully cooperate with the City and/or District Court in any reasonable investigation which the City and/or District Court may wish to make.

The Contractor shall ensure that a preliminary written response to any written complaints concerning services provided by the employees of the Contractor shall be submitted to the Public Defense Contract Manager within three (3) working days of the date the complaint is received by the Contractor Manager. Written complaints include e-mail communications from the Contract Manager. The Contract Manager shall copy the supervising attorney on any complaints sent to the Contractor.

Section 10. Assignment/Subcontracting

The Contractor shall not assign or subcontract any portion of this Agreement without consent of the City of Vancouver. Any consent sought must be requested by the Contractor in writing, not less than thirty days prior to the date of any proposed assignment or sub-Agreement. Short-term personal service contracts include any Agreement for a time period less than 3 months. Any individuals entering into such contracts shall meet all experience requirements imposed by this Agreement. The City of Vancouver shall be notified of any short-term contracts which are renewed, extended or repeated at any time throughout the Agreement.

The term "Subcontract" as used above shall not be read to include the purchase of support services that do not directly relate to the delivery of legal services under the Agreement to clients of the Contractor.

Section 11. Client Access

The Contractor shall comply with federal and state laws regarding access to its facilities, and will eliminate barriers which limit access for the handicapped.

Section 12. Limited Private Practice of Law:

The Contractor shall devote all time necessary to properly perform this Agreement. The Contractor is not limited from maintaining a private law practice. However, the Contractor shall not allow its private practice of law during the term of this Agreement to conflict with the Contractor's responsibilities and duties under this Agreement. As required in Section 7(d)(4) the Contractor shall annually report to the City the number of hours billed for nonpublic defense legal services, including number and types of private cases.

Section 13. Non-Waiver of Rights and Remedies:

In no event shall payment or performance by either party hereto constitute or be construed to be a waiver by either party of any breach of covenant or default which may then exist on the part of the other party, and the making of any such payment or the carrying out of any such performance while breach or default then existed, shall in no way impair or prejudice any right or remedy available to the paying or performing party with respect to such breach or default.

Section 14. Relation of Parties:

The Contractor, its subconsultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subconsultants, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, subconsultants, agents and employees shall not have the authority to bind City any way except as may be specifically provided herein.

Section 15. City Not Obligated to Third Parties:

The City shall not be liable to any person or entity other than the Contractor because of this Agreement, except that the City will pay substance abuse evaluation and expert witness fees and additional associated services necessary in any case after a voucher has been submitted and approved by the Court in accordance with CrRLJ 3.1 (f).

Section 16. Insurance:

a. Commercial General Liability, Professional Liability and Malpractice Insurance:
The Contractor shall obtain and keep in force Commercial General Liability insurance with a limit not less than $1,000,000 for each occurrence, Professional Liability (errors and omissions), to include malpractice coverage, not less than $1,000,000 for each occurrence, and a $2,000,000 General Aggregate Limit, for the entire term of this agreement. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

b. Worker's compensation.
The contractor shall take out and maintain during the life of the Agreement, worker's compensation insurance for all its employees engaged in work under or pursuant to this Agreement who are required to be so covered by the laws of the State of Washington.

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. City as Additional Insured.
The City of Vancouver shall be named as an additional insured on the commercial general liability policy, and must be shown on the certificates an additional insured, not as a certificate holder. In addition, endorsement CG 20 10 11 85, or its equivalent, must be attached to the certificate.

e. Liability:
To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to

attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Agreement. The Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

f. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity of the paragraph.

Section 17. City Business and Occupation License:

Prior to performing work under this Agreement, the Contractor shall secure a City of Vancouver Business and Occupation License under VMC 5.04.090 for all work performed in the City.

Section 18. Duration:

The Contractor shall accept all appointments from January 1, 2019 through December 31, 2021. It shall be the Contractor's duty to complete all cases which had been assigned to it during the term of this Agreement, without any additional compensation even though this agreement has ended. If a client fails to appear for proceedings and a bench warrant is issued, the Contractor will not be responsible for representation of the client should the client again appear for proceedings after the end of the contract term.

The City reserves the right to extend the Agreement for two (2) additional one (1) year terms by mutual agreement between the Contractor and City. In no case shall this Agreement be extended beyond December 31, 2023.

Section 19. Payment:

a. In consideration for the Contractor's performance of the duties listed herein, the City will pay the Contractor $107,120 per attorney for the 2019 calendar year, increasing for each subsequent year this contract runs according to the percentage change that occurred during the preceding calendar year in the Seattle-Bremerton- Tacoma Index for All Urban Consumers (Seattle-Bremerton-Tacoma CPI-U), using the data as published by the United States Department of Labor's Bureau of Labor Statistics, or its successor. This payment is intended to cover salary, benefits, insurance, support staff and all other administrative and overhead expenses associated with the provision of public defense services under this Agreement with the exception of the expenses associated with 20 (b) and (c).

Based on an estimated annual caseload of 3,800- 4,200, ten (10) attorneys will be need for the City's cases for 2019. As of January 2019 City will begin paying Contractor $8,927 per month for each attorney providing services for the contract. By December 25, 2018 Contractor will provide the City with an invoice for services for January 2019 and the list of attorneys who will be providing service for this contract. Contractor will send an invoice for services and a list of attorneys by the 25th of each month.

City and Contractor will evaluate the caseload on a quarterly basis and may choose to increase or decrease the number of attorneys necessary to meet the caseload standards. In the event an increase in attorneys is needed, the City will execute an amendment and agrees to pay a pro-rated portion of the annual amount per attorney based on the number of months remaining in the year. In the event that a decrease is needed in the number of attorneys, the monthly payment will be adjusted accordingly and Contractor will be responsible for refunding to the City any overpayment.

b. The City agrees to provide funding for a full-time investigator, to be hired by the Contractor, in the amount of $ 44,972 2 per year increasing for each subsequent year this contract runs according to the percentage change that occurred during the preceding calendar year in the U.S. Consumer Price Index for All Urban Consumers (U.S. CPI-U), using the data as published by the United States Department of Labor's Bureau of Labor Statistics, or its successor. Payment for 2019 shall be in equal monthly installments of $ 3,748 per month.

c. The City agrees to provide funding for technology to assist Contractor's employees to function in District Court which moved to a paperless operation. Funds will be used for costs associated with a case management system and with the technology needed to access records and reports. In 2019, the City agrees to provide $1,000 per each attorney position agreed on in Section 20(a). Funds will be available when this Agreement is executed. In 2020 and 2021, the City agrees to provide $1,000 per attorney. Future technology funding will be negotiated as part of contract extensions.

d. In the event that there is a change of venue associated with a City misdemeanor case assigned to the Contractor, the City will reimburse for reasonable travel expenses including hotel, meals and mileage with pre-approval by the City's Public Defense Contract Manager.

e. In the event of Contractor's failure to substantially comply with any items and conditions of this Agreement or to provide in any manner the work or services as agreed to herein, the City reserves the right to withhold any payment until corrective action has been taken or completed. This option is in addition to and not in lieu of the City's right to termination as provided in Section 24 of this Contract.

Section 20. Incorporation of Indigent Defense Standards:

The City of Vancouver "District Court Indigent Defense Standards" adopted by the City Council September 14, 2009 in compliance with R.C.W. 10.101.030, and a copy of which the Contractor acknowledges receipt of, are attached (Exhibit B) and incorporated herein by reference as if fully set forth in this Agreement. The terms of such standards as they may be updated from time to time shall be binding upon both the City and the Contractor.

Section 21. Amendments:

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between City and the Contractor and shall be incorporated in written amendments to the Agreement.

The Washington State Supreme Court Caseload Standard allows local jurisdictions to adopt a system of case weighing to meet the caseload standards. The City has chosen not to adopt a case weighing system at this time but in the event that the City adopts a case weighting system during the term of this Agreement, the Agreement may be amended to reflect the case weighting system.

Section 22. Scope of Agreement:

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and is 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.

Section 23. Governing Law/Venue:

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The Contractor shall have legal authority to enter into this Agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

Section 24. Termination:

a. This Agreement may be terminated at the sole discretion of the City for any of the following reasons:

   1) For good cause which may include any of the following:
      (a) Failure of the attorney to render adequate representation to clients;
      (b) Willful disregard of the rights and best interests of the client;
      (c) Willful disregard of the WSBA Standards for Indigent Defense Services.

   2) The professional liability insurance is cancelled. The Contractor shall be responsible for and maintain Professional liability insurance until the completion of all cases previously assigned to the Contractor, as set forth in Section 17, above.

b. The City may modify, suspend or terminate this Agreement due to amendments to or court interpretations of state or federal statutes that make some or all contract services ineligible for City funding.

c. If during the term of this Agreement, changes occur in Washington State law which mandate the City to provide indigent defense services by a method other than contracting, the City may terminate this Agreement by 15 (fifteen) days' written notice to any address specified by the Contractor, or as otherwise mandated by law.

Section 25. Severability:

If any provision of this Agreement is invalid, the remained shall not be affected if such remainder will then continue to conform to the terms and requirements of applicable law.

DATED this 11th day of June, 2018.

CITY OF VANCOUVER,
a municipal corporation

____
Eric J. Holmes, City Manager

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
E. Bronson Potter, City Attorney

CONTRACTOR

____
Jeffrey D. Barrar, P.S.

ATTACHMENT A

IN THE DISTRICT COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF CLARK

CHECK APPLICABLE CASES: ☐ STATE CASES; ☒ CITY OF VANCOUVER CASES

CERTIFICATION BY: ____________________________________ FOR THE ___CALENDAR QUARTER OF 201__	)))))	CERTIFICATION OF APPOINTED COUNSEL OF COMPLIANCE WITH STANDARDS REQUIRED BY CrRLJ 3.1(d)(4)

The undersigned attorney hereby certifies:

1. Approximately ______ % of my total practice time is devoted to indigent defense cases.

2. I am familiar with the applicable Standards adopted by the Supreme Court for attorneys appointed to represent indigent persons and that:

a. **Basic Qualifications**: I meet the minimum basic professional qualifications in Standard 14.1.

b. **Office**: I have access to an office that accommodates confidential meetings with clients, and I have a postal address and adequate telephone services to ensure prompt response to client contact, in compliance with Standard 5.2.

c. **Investigators**: I have investigators available to me and will use investigative services as appropriate, in compliance with Standard 6.1.

d. **Caseload**: I will comply with Standard 3.2 during representation of the defendant in my cases.

e. **Case Specific Qualifications**: I am familiar with the specific case qualifications in Standard 14.2, Sections B-K, and will not accept appointment in a case as lead counsel unless I meet the qualifications for that case.

____________________________ ________________
Attorney Signature Date

8/24/09
9/14/09

ORDINANCE NO. M-3927

AN ORDINANCE adopting new standards for the delivery of indigent defense services as required under RCW 10.101.030; providing for savings, severability and an effective date.

WHEREAS, the City has a constitutionally mandated responsibility to provide public defender services for eligible persons who are entitled to representation; and

WHEREAS, under RCW 10.101.30, the State of Washington requires cities and counties to have adopted via ordinance, standards for the delivery of public defense services; and

WHEREAS, within available resources, the City desires to provide the best practical defense services to the City's indigent population; and

WHEREAS, Vancouver's current indigent defense standards were adopted November 8, 1990 and do not reflect current standards for contracts, compensation and caseloads.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Contract: All indigent defense services shall be paid pursuant to a written contract between the indigent defense attorney(s) and the City.

Section 2. <u>Compensation</u>: All indigent defense attorneys shall be reasonably compensated taking into consideration the experience and training of the attorney. Attorneys who have a conflict of interest shall not be required to select or compensate conflict counsel.

Section 3. <u>Duties and Responsibilities of Council</u>: All indigent defense contracts shall require that services be provided to all clients in a professional, skilled manner consistent with minimum standards set forth by the American Bar Association, applicable Washington State Bar Association standards, the Rules of Professional Conduct, case law and applicable court rules defining the duties of counsel and the rights of defendants. Counsel's primary and most fundamental responsibility is to promote and protect the best interests of the client.

Section 4. <u>Malpractice Insurance</u>: Indigent defense attorneys shall maintain malpractice insurance with agreed-upon policy limits.

Section 5. <u>Caseload Limits and Types of Cases</u>:

A. Caseloads should allow each attorney to give each client the time and effort necessary to ensure effective representation. No attorney or firm rendering indigent defense services shall accept workloads that interfere with the rendering of reasonable and quality representation. An attorney should not allow their private law practice to interfere with the competent representation of indigent defendants.

B. The caseload standards adopted by the Washington State Bar Association, Washington Defenders Association and/or American Bar Association shall be considered as guidelines. A case is defined as the filing of a document wherein a person is designated a defendant or respondent and an attorney is appointed by the court. Adjustments may be made wherein a full case is not attributed in the following non-exclusive circumstances:

1. A bench warrant is issued before a case is resolved

2. Probation violation, extradition, restitution hearings, etc. that do not require a full evidentiary hearing in which witnesses are called to testify.

3. Diversions, continuances for dismissal, misdemeanor compromises or similar dispositions

4. Drug court, dispositions to re-licensing programs, deferred prosecution or other similar procedures.

5. Early dismissal by a prosecutor based on lack of evidence or standard plea offers, based on the prosecutor's charging and plea bargaining practices or other reasons that dispose of a case without extensive litigation.

6. Withdrawal of counsel at an early stage of the case, due to conflict of interest or other reasons.

Section 6. Services other than Counsel: Reasonable compensation for expert witness, investigators and other services necessary for an adequate preparation and presentation of the defense case shall be provided pursuant to Criminal Rule for Courts of Limited Jurisdiction (CrRLJ) 3.1(f). Investigators when used should have criminal investigation training and experience.

Section 7. Administrative Expenses: Attorneys shall be responsible for paying all administrative expenses of their office or firm not otherwise provided for in these standards or in a contract. Such costs may include law libraries, financial accounting, case management systems and other costs incurred in the day-to-day management of the contract. The contracting attorney shall demonstrate that their office is staffed by an appropriate number of administrative staff, legal assistants and other support services. Attorneys shall maintain an office for confidential meetings with clients.

Section 8. Reports of Attorney Activity:

A. Attorneys on contract shall maintain a case reporting and management information system which includes the number and type of cases, and disposition of each case. Any such system shall be maintained independently from client files so as to disclose no privileged information. Reports shall be submitted to the City as provided for in the contract. All of the above described information shall also be made available to the Clark County District Court Administrator or designee.

B. All records pertaining to expenses and billing shall conform to generally accepted accounting principals.

Section 9. Qualifications of Attorneys:

A. In order to assure that indigent accused received effective assistance of counsel to which they are constitutionally entitled, attorneys providing defense services must meet the following minimum professional qualifications:

B. Satisfy the minimum requirements for practicing law in Washington as determined by the Washington Supreme Court.

C. Complete the hours of continuing education within each calendar year as set forth in Section 11.

D. Lead contracting attorneys shall have a minimum of three (3) year prior legal experience of which at least two (2) years shall have been devoted to practice in the area of criminal law.

E. Attorneys handling misdemeanor cases should meet requirements 9 (a) & (b).

Section 10. Legal Interns: Legal interns employed by an attorney with a City indigent defense contract must meet the requirements set out in APR 9. Legal interns shall receive training pursuant to APR 9.

Section 11. Training: Attorneys should participate in regular training programs in areas relating to their indigent defense practice. Each contracted attorney shall attend a minimum of fifteen hours per year of continuing legal education credits in courses relating to criminal law practice or other areas of law in which they provide legal services to eligible clients. Every attorney providing counsel to indigent defense accused should take the opportunity to review professional publications and tapes.

Section 12. Supervision: The training and supervision of indigent defense attorneys and staff shall be the sole responsibility of the individual attorney, law firm or agency that holds the indigent defense contract. A minimum of one full-time qualified supervisor in the office shall be provided.

Section 13. Monitoring and Evaluation of Attorneys: Contracts for indigent defense services will be systematically monitored and evaluated. Supervision and evaluation efforts should include review of time and caseload records and at least quarterly meetings with the City Manager or designated contract manager.

Section 14. Substitution of Attorneys or Assignment of Contracts: The attorney or firm engaged by the City to provide indigent defense service shall not subcontract with another firm or attorney to provide representation without prior written approval and shall remain directly involved in the provision of representation. Any indigent defense contract shall address the procedures for new counsel taking over upon the conclusion of the contract to ensure a smooth transition upon non-renewal or termination, with the minimal possible detriment to the indigent client.

Section 15. Limitations of Private Practice for Contract Attorneys: Contracts for indigent defense attorneys with private attorneys or firms may set limits on the number of private or special appointment cases which can be accepted by the contracting attorney or provide that the indigent defense contract be a priority over private or special appointment caseloads. An attorney or firm rendering indigent defense services shall not allow their private practice or special appointments to diminish their ability to represent indigent defense clients that they are obligated to serve by any contract.

Section 16. Disposition of Client Complaints: A method to respond promptly to indigent defendant complaints shall be included in the contract. Complaints should first be directed to the attorney, firm or agency which provides representation. If the attorney and client cannot resolve the complaint amicably, the attorney shall ask the court to withdraw and substitute new counsel. If the indigent defendant believes he or she has not received an adequate response, the City Manager or designee shall evaluate the legitimacy of the complaint. The complaining client should be informed as to the disposition of his or her complaint within a reasonable period of time. If the client feels dissatisfied with the evaluation and response received, he or she should be advised of the right to complain to the Washington State Bar Association.

Section 17. Cause for Termination or Removal of Attorney: Contracts for indigent defense services should include grounds for termination of the contract by the parties. Termination of an attorney's contract should only be for good cause. Good cause shall include the failure of the attorney to render adequate representation to the clients; willful disregard of the rights and best interests of the clients; the willful disregard of standards herein addressed or violations of the Rules of Professional Conduct.

Section 18. Guidelines for Awarding Defense Contracts:

A. The City should award contracts for indigent defense services only after determining that the attorney or firm chosen can meet acceptable professional standards and qualifications. Under no circumstances should a contract be awarded on the basis of cost alone. Attorneys or firms seeking contracts for indigent defense services must demonstrate their ability to meet these standards.

B. Prosecutors and law enforcement officers shall not select the attorneys who will provide indigent defense services.

Section 19. Non-Discrimination: Neither the City, its selection of an attorney, firm or agency to provide indigent defense representation, nor the attorneys selected, in their hiring practices or in their representation of clients, shall discriminate on the grounds of race, color, religion, national origin, age, marital or military status, sex, sexual orientation or disability.

Section 20. Effective date: This ordinance shall become effective thirty (30) days following the date of final adoption.

Read first time: August 24, 2009

Ayes: Councilmembers Campbell, Smith, Leavitt, Stewart, Harris, Jollota, Pollard

Nays: Councilmembers None

Absent: Councilmembers None

Read second time: September 14, 2009

PASSED by the following vote:

Ayes: Councilmembers Campbell, Smith, Leavitt, Harris Jollota, Pollard

Nays: Councilmembers None

Absent: Councilmembers Stewart

SIGNED this 14th day of September, 2009.

Royce E. Pollard, Mayor

Attest:

R. Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

Ted H. Gathe, City Attorney

SUMMARY

ORDINANCE NO. M-3927

AN ORDINANCE adopting new standards for the delivery of indigent defense services as required under RCW 10.101.030; providing for savings, severability and an effective date thirty (30) days following the date of final adoption.

CITY OF Vancouver WASHINGTON

Staff Report 085-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/11/2018

SUBJECT Federal governmental relations contract with CFM Strategic Communications

Key Points

- The City has contracted with CFM Strategic Communications (CFM) for federal government relations services since 2008.
- CFM has provided excellent service, is familiar with the City's issues, and has been pro-active in promoting the City's interests.
- The Council is being asked to approve a new five-year contract with CFM.

Strategic Plan Alignment

The City's success in achieving many of the goals and objectives in the Strategic Plan is aided through identifying and pursing opportunities for federal funding or advocating for certain federal policies. The contract with CFM supports this work.

Present Situation

In 2008, the City determined that based on the increasing complexity of the Vancouver's federal legislative agenda, professional government relations services in Washington, D.C. was advisable. Through a Request for Proposal process, the City selected Conkling, Fiskum & McCormick (now CFM Strategic Communications), an Oregon-based firm with a Washington DC office, to provide federal legislative services.

CFM has a very successful track record of assisting in advancing the City's legislative initiatives and securing federal funding. Based on the firm's familiarity with the City's issues and the quality of the services they have provided, it is recommended that the City Council approve a new five-year agreement with CFM for federal government relations services~~.~~

Advantage(s)

The contract continues a relationship with a firm that has a demonstrated track record of assisting the City in achieving its federal legislative goals including securing federal funding.

Disadvantage(s)

Based on CFM's familiarity with the City's federal legislative issues and the excellent service they have provided, the City did not enter into a competitive process for this contract. In accordance with Vancouver Municipal Code 3.05.210, the City's Finance Director authorized an exemption from the competitive bidding process upon a determination that a competitive solicitation process was not appropriate or cost-effective.

Budget Impact

The contract is $42,654 for the remainder of 2018 and funding is included in the 2017-2018 Biennial Budget. Beginning July 1, 2019, the contract increases annually by the U.S. Consumer Price Index (CPI). The total for the five-year contract is not to exceed $453,000. Funding for the federal government relations contract will be included in future biennial budgets.

Prior Council Review

Council Workshop - December 11, 2017, with CFM to preview 2018 federal legislative agenda.

Action Requested

Authorize the City Manager or designee to sign a professional services agreement with CFM Strategic Communications for federal governmental relations services from July 1, 2018, through June 30, 2023.

Jeanette (Jan) Bader, Program & Policy Development Manager, 487-8606

ATTACHMENTS:

- Professional Services Agreement
- CFM Proposal for Legislative Service

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT
FEDERAL GOVERNMENT RELATIONS SERVICES

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and CFM Strategic Communications hereinafter referred to as "Contractor", whose address is 1001 SW 5th Ave, #1100 Portland, OR 97204.

WHEREAS, CFM Strategic Communications has provided federal government relations service to the City since 2008 and has a successful track record of securing federal funding and advancing the City's legislative initiatives; and

WHEREAS, the City desires to engage the Contractor to continue providing government relations consulting and other related professional services per Staff Report No. ____, and City Council's approval on __________; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:
The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.
Contractor agrees to provide federal government relations services as set forth in the SCOPE OF WORK (Attachment A)

Contractor duties may include, but not be limited to:
- Assist the City Council and staff in developing an annual federal legislative agenda and legislative strategies;
- Lobby the federal congressional delegation and federal agencies on behalf of the City's legislative priorities;
- Assist the Mayor, Councilmembers and staff in establishing relationships with key members of Congress and the Executive Branch;
- Provide advice and guidance on federal policy issues that impact the City;
- Advise the City on earmark and grant opportunities;
- Draft and /or review grant applications and briefing papers;
- Provide a legislative overview briefing to the City Council on at least an annual basis;

- Schedule legislative delegation visits to Washington D.C.

All work must be authorized and approved by the City's Project Manager in writing before any work begins. Contractor shall approach this project in a manner consistent with its customary practices. Contractor shall actively seek collaborative input from City staff.

This agreement is a purchase of professional services at the rate outlined in the attached proposal. Payment for these services over the term of the Agreement shall not exceed $453,000 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement.

3. Relation of Parties.

The Contractor, its subconsultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, subconsultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

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

5. Time of Performance.

The term of this Agreement is from July 1, 2018 through June 30, 2021 with up to two (2) one-year extensions at the option of the City.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rate of $7,109 per month for the first 12 months (July 1, 2018-June 30, 2019) for work performed under the terms of this Agreement. Rates will increase for each subsequent year this contract runs according to the percentage change that occurred during the preceding calendar year in the Seattle-Bremerton- Tacoma Index for all Urban Consumers (Seattle-Bremerton-Tacoma CPI-U), using the data as published by the United States Department of Labor's Bureau of Labor statistics or its successor. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed supplemental agreement. Such payment shall be full compensation for work performed or services rendered including all out-of-pocket expenses incurred by Contractor. Covered expenses would include travel costs, meetings with key congressional officials, postage, long distance phone and faxes and other regular business expenses. Payments to Contractor shall be net 30 days.

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

8. Ownership of Records and Documents.

Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate, provided that the City shall give the Contractor not less than 30 days prior notice of the City's intent to terminate for convenience. Termination is effective upon the date given by the City in the termination notice. In the event this Agreement is terminated prior to the completion of work, Contractor will only be paid for the hours completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

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

11. City Business and Occupation License.

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

12. Liability and Hold Harmless.

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

13. Insurance.

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

a. Liability Insurance. Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars ($1,000,000) for each occurrence and not less than one million dollars ($1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. City Listed as an Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. Worker's Compensation. Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statues having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than one million dollars ($1,000,000) for each accident, five hundred thousand dollars ($500,000) for each disease for each employee, and one million dollars ($1,000,000) for each disease policy limit.

d. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) 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. The amount of coverage provided by such insurance shall be not less than one million dollars ($1,000,000) combined single limit.

e. 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.

f. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

g. Coverage Trigger: The insurance must be written on a "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

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

Contractor:

Joel Rubin
CFM Strategic Communications
1001 SW 5th Avenue, #1100
Portland, OR 97204

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

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

17. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold

disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

DATED this 11th day of June, 2018

CITY OF VANCOUVER, A municipal corporation	**CONTRACTOR:** CFM Strategic Communications
______________________________ Eric Holmes, City Manager	______________________________ By: Joel Rubin, Partner

Attest:

____

Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

____

E. Bronson Potter, City Attorney

CFM Proposal for Continued Federal Lobbying Services
City of Vancouver, Washington

CFM and Vancouver - A Successful Team

CFM Strategic Communications, Inc. (CFM) has represented the City of Vancouver at the federal level since July 2007 and works directly with City Manager Eric Holmes, Vancouver staff, the Mayor and Council Members to implement its federal agenda. Since 2007, we have developed annual federal agendas, passed legislation to benefit Vancouver, advised Vancouver on earmark and grant opportunities, drafted grant applications, elicited support for grant requests and secured over $25.5 million in federal resources - $6.4 million in earmarks and $19.1 million in competitive grants. Together, this represents a 35:1 return on investment. Some highlights of Vancouver specific successes over the last few years include:

Sample of Funding Success		*Sample of Policy Success*
$10,487,500 for Waterfront Redevelopment		*Stormwater Fee Legislation ($100k/year)*
$1,250,000 for 10 Police Officers		*Extension of COPS grant ($80,000)*
$747,328 for Fire Equipment		*Crude-by-Rail Safety Regulations*
$1,850,000 for Waterfront Trail		*Transferred Mill Plain $1.5m Earmark to 18th*
$300,000 for Mill Plain/SE 136th		*CRC Advocacy - PNRS, TIFIA, FTA*
$493,000 COPS Child Sexual Predators Grant		*NEPA Exemption for Small Projects*
$400,000 for Brownfield Assessment		*Eliminate Pearson Box*
$1,000,000 for Police Records Management		*D Block Spectrum*
$2,582,000 10 police positions		*Three Percent Withholding Legislation*
$2,300,000 Firefighter SAFER Grant		*Corps of Engineers - Waterfront Permitting*

CFM Background

CFM is a successful public affairs, communications and research firm. Our experienced professional team, network of federal contacts, expertise in working with public sector entities and record of achievement makes us uniquely qualified to represent the City of Vancouver in Washington, D.C.

Since 1990, we have provided comprehensive results-oriented lobbying, strategic planning, legislative goal setting and political analysis to clients in both the public and private sector. Our clients have been very successful in securing federal funds and influencing legislation.

As your federal advocate, we promote your interests in our nation's Capitol and arm you with the tools necessary to be successful in a constantly changing political environment. We help you establish and maintain strong ties to key Members of Congress and the Executive Branch. We assist you in understanding and participating in the federal governmental process and guide you through the appropriations and grant process.

CFM provides you with expert advice from a highly regarded team with decades of experience. CFM's lobbyists have strong connections on Capitol Hill, access to influential policymakers and a comprehensive understanding of the issues facing the Pacific Northwest. We work with Washington and

Oregon delegation members and staff on a daily basis. CFM partners and staff have known most members of the delegation for decades. We have been their political supporters and, in some cases, their political advisors.

CFM's commitment to client satisfaction is second to none. Our fundamental goal is to serve our clients with superior attention to their needs and desired outcomes. The better we know our clients, the better we can represent them before policymakers and the public. As a result, we work closely with you to maximize your full potential.

When you choose CFM, you get a team of experts dedicated to fulfilling your needs. We are respected for our integrity, honesty, and hard work in representing our clients. Moreover, we are respected for our outstanding record of achievements.

The CFM Advantage

CFM is more than a lobbying firm with access to the right people. Our value is in helping our clients develop the right strategies, messages, coalitions and presentations to best position their federal objectives. CFM's trademark is strategic communications to help our clients say the right things to the right people at the right time to get the desired results.

We strongly believe in a comprehensive approach to representing our clients. We leave no rock unturned. We are very familiar with traditional funding streams and processes for securing federal dollars, but we also approach each project with a fresh perspective. We continually consider non-traditional funding streams. What other types of programs have not yet been considered? Are there collaborative efforts that would improve the chances of success? This type of creative approach has uncovered unique funding streams that have produced millions of dollars for our clients when traditional resources come up dry.

It goes without saying that your initiatives compete with other entities in the Northwest and throughout the nation. With the current earmark moratorium in place, it is necessary to have clearly defined projects that pinpoint deliverables and meet the strict criteria that are more detailed in nature than the earmark process. It is more critical than ever to understand the important role members of Congress can play in influencing the process at the agency level and know the key agency officials that can help guide your project successfully through the federal bureaucracy. We are experts at coordinating this comprehensive approach, and our record of success is clear.

Proven Success – Federal Funding

CFM has delivered real results to Washington and Oregon public and private sector clients for years.

As the earmark environment has shifted, CFM has relied on its comprehensive approach to ensure clients have unique access to federal programs through a variety of grant funding opportunities. We are only one of a handful of firms that keeps a dedicated Grant Specialist on staff to meet the changing needs of the federal funding environment. CFM's innovative and tireless strategy in this new reality includes aggressively pursuing grant funding, drafting and editing grant applications, inserting report language in appropriations bills and advocating for program "plus ups" that help our clients compete.

CFM conducts daily reviews of grant opportunities to locate programs that best address client needs. We have been developing relationships with federal agencies for years. Thus, we are often aware of funding streams before programs are announced enabling our clients to be fully prepared for otherwise short timelines. We put clients in touch with grant specialists who are experts in how to prepare a well-crafted grant request and provide guidance on how to proceed.

Our clients meet with these individuals face to face or via conference call and are able to learn ways to enhance their proposal, thereby increasing its competitiveness. CFM covers all aspects of the grant process from start to finish, including summarizing grant opportunities, drafting and editing grant applications, working with the congressional delegation and other stakeholders to secure letters of support, initiating strategic phone calls from congressional offices to agency officials and finally working with city staff and congressional offices on press announcements, ground breakings and grand openings.

One of our most successful projects over the last few years, Vancouver's Downtown Waterfront Redevelopment Project, epitomizes CFM's way of doing business. We look under every rock, work every angle and clearly communicate with elected officials about the needs and benefits of worthy projects in the Pacific Northwest. We helped you secure more than $13 million in federal earmarks and six federal grant streams to revitalize your downtown area. We helped you apply for funds, lobby the congressional delegation and agency officials on behalf of the project and coordinated a grassroots effort to mobilize support. We are extremely proud in the role we played to facilitate this economic development and sustainable land-use success story.

Proven Success – Agency Advocacy

CFM provides wide-ranging, comprehensive federal advocacy services. In addition to federal funding, CFM has a strong record of accomplishment working with agencies. Many times, our clients face complex challenges imposed on them by federal agencies. Complex issues typically involve numerous parties, stakeholders and bureaucratic roadblocks. CFM successfully managed some extremely complicated and timely issues for our clients.

CFM worked with the City of Vancouver, the Oregon and Washington congressional delegations, the Port of Portland and the FAA to ensure Pearson Field was not shut down due to last-minute regulations imposed by the FAA. Within days, working with stakeholders, CFM persuaded FAA headquarters in DC to delay implementation of strict regulations that would have significantly hampered operations at Pearson and PDX. One month later, the delay was made permanent.

CFM worked with Tigard, Lake Oswego, Senators Wyden and Merkley and Congressmen Schrader and Bonamici to pressure the National Marine Fisheries to issue its biological opinion on a $200 million-plus water project before a critical July 15 construction deadline. NMFS had failed to meet permit issuance deadlines, so CFM was called in to get the permit issued to avoid a delay that could have cost ratepayers $1 million. After a month of coordination and nearly daily contact with federal agencies, the permit was issued.

CFM worked with the Washington Congressional delegation to locate the first new Vets Center in over a decade within the Lacey city limits. The new Vets Center was the top priority for Lacey's Mayor. Despite budget constraints at the Veterans Administration, we were able to work through bureaucratic obstacles to establish the new Vets Center and ensure veterans in Thurston County receive the benefits and care they earned. The initial array of services includes Readjustment Counseling Services—a crucial function of the Veterans Health Administration (VHA)—and a broad range of other counseling, outreach and referral assistance to eligible Active Duty Service Members, Veterans, and their families.

CFM worked with Marion County, Aurora Airport staff, airport businesses, Oregon Department of Aviation, Congressman Schrader's staff and the FAA to lift the ban on Aurora night operations. After months of delays by the FAA, Marion County asked CFM to step in moments before a number of local airport users were planning to relocate their operations. Within days, CFM coordinated a congressional and state action plan that compelled the FAA to remove its flight restrictions.

Implementation and Operation Plan

CFM has a strategy for success. Working with you, we develop a set of policy, grant and appropriation priorities that will serve as your federal platform. These priorities reflect the needs of your City and will be strategically interwoven with the pressing issues facing the federal government. We will help you communicate your platform to key members of Congress and agency officials in a direct, concise and compelling manner. It is necessary to refine messages carefully and produce clear communication tools that will elevate the profile of Vancouver's requests over the many other justifiable requests communities within Washington will be pitching. This is our specialty.

CFM also believes that our clients are the best faces and voices for their projects. Our strategy for implementing your agenda includes having Vancouver officials communicate directly with Congressional and agency decision makers when necessary. This requires Vancouver officials to travel to Washington, D.C. at key times in the legislative process. In addition, we coordinate visits by Members of Congress and their staff and federal officials to come to Vancouver and learn first-hand about your priorities. This expands their understanding of the projects and further motivate them to be project champions.

Lastly, CFM remains in constant contact with Member of Congress and Vancouver officials to ensure our hard work produces a successful outcome. Washington D.C. is a dynamic place where last minute deals threaten a year's worth of hard work. CFM understands the environment and will remain vigilant at every step of the process.

Team Vancouver

CFM dedicates a team of professionals to the Vancouver federal account. Team Vancouver has more than 25 years of experience working on federal issues. In addition, CFM has 8 additional staffers in Portland. While not specifically assigned to the account, many have served and will serve as strategic counsel when appropriate.

Joel Rubin, CFM Partner, has over 18 years of experience working on federal issues in the Pacific Northwest. Joel serves as the lead lobbyist on the Vancouver account. Joel served as Legislative Director to Congressman Brian Baird (D-WA). He worked on a wide range of issues including transportation, taxes, trade, defense, energy, economics and budget. Joel also was responsible for Baird’s Transportation and Budget Committee assignments, managing the legislative agenda and coordinating the appropriations process. Joel leads CFM’s DC office and has been a registered lobbyist since 2005 representing nearly a dozen public and private sector clients. Joel has strong contacts in the Washington and Oregon delegations, the House Appropriations and Transportation Committees, the Senate Appropriations and Environment and Public Works Committee, Corps of Engineers, Departments of Energy, Justice, Transportation, Commerce, Labor and Veterans Affairs.

Through his various municipal and public-sector clients, Joel works closely with staff from DC and regional offices of the Department of Transportation (FAA, FTA, FHWA), Department of Commerce (EDA), Department of Justice, FEMA, Corps of Engineers, and National Park Service.

Michael Skipper, CFM Federal Affairs Associate and Grant Specialist, helps coordinate DC trips for City officials to meet with the Congressional delegation, key committee staff and top federal agency officials. He maintains close working relationships with dozens of grant program staff at multiple federal agencies and monitors daily grant announcements, prepares grant summaries and letters of support for project submissions.

Michael brings valuable Pacific Northwest-focused policy and political experience to CFM's Washington, DC office. Prior to his current post, Michael was a part of CFM's State Affairs team during two annual legislative sessions in Oregon. Between legislative sessions, he pivoted from policy to politics and worked on both candidate and local levy campaigns in Corvallis and Sherwood.

Kirby Garrett, CFM Federal Affairs Manager, works with Joel and Michael to help Vancouver craft and implement its federal agenda. Kirby worked for Oregon Congressman Greg Walden since 2011 before recently joining the CFM Federal Affairs team as Federal Affairs Manager. Kirby brings extensive Capitol Hill experience and knowledge of Pacific Northwest policy issues. A Bend native, Kirby worked his way up in the Walden office, starting as an intern before graduating to Field Representative in La Grande and Legislative Assistant in Washington, DC.

In the latter role, Kirby managed Walden's work on education, labor, transportation, infrastructure, financial services, taxation, and housing issues. His achievements included helping Walden advance legislation to return commercial air service to Klamath Falls and ensure bridges in the Columbia River Gorge National Scenic Area were eligible for vital federal transportation funding.

Fee Schedule

We propose maintaining our retainer contract in the amount of $7,109 per month, beginning with the award of the contract. The contract includes all out-of-pocket expenses incurred by CFM. Covered expenses would include travel costs, meetings with key congressional officials, postage, long distance phone and faxes and other regular business expenses.

Item #4.

Staff Report 086-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/11/2018

SUBJECT Sublease between Kafiex Roasters and the City of Vancouver for retail space located at 505 W. 8th Street (Esther Short Commons)

Key Points

- Kafiex Roasters will be leasing 1,508 square feet of currently vacant retail space at Esther Short Commons for a period of five (5) years.
- The lease rate will be $22.00 per square foot plus Leasehold Excise Tax.
- Lease revenue totals $135,752.00.

Strategic Plan Alignment

Goal 8, Objective 8.1: Make downtown Vancouver a vibrant destination for the community and the region.

Present Situation

The City of Vancouver is currently the tenant under a long-term lease for approximately 8,451 square feet of retail space located at 505 W. 8th Street. In 2007 the space was vacated by the indoor Vancouver Farmer's Market and the City began subleasing the space. Umpqua Bank had been in this location previously; however, the decision was recently made to close this branch and the sublease was terminated and the space vacated February 28, 2018. The City utilized a commercial real estate broker to advertise the space through direct mailings, a multiple listing service and targeted business outreach.

Kafiex Roasters, represented by Fuller Group, approached the City and negotiations commenced. It is proposed to enter into a sublease agreement with Kafiex Roasters for approximately 1,508 square feet of retail space for a five-year term with two five-year options to extend. The City advertised the space using a baseline rate equivalent to $24 per square foot, which has been established using current market comparisons of similar retail space but did not provide an allowance for improvements. Kafiex Roasters will fund and manage their improvements at an estimated value of $50,000. In lieu of an improvement allowance, it is proposed to reduce the base rent accordingly. Rent will be $22.00 per square foot plus leasehold tax in months 1-24 and will escalate 3% annually thereafter throughout term of sublease.

Advantage(s)

1. Provides a predictable rental revenue stream for the next 5 years and a positive cash flow to the City.
2. By having Kafiex fund its own improvements, the City can avoid additional capital expenditures.

Disadvantage(s)

None anticipated.

Budget Impact

The proposed lease with Kafiex Roasters will replace the lost revenues from the Umpqua Bank lease. No new budget will be necessary to support this lease agreement.

Prior Council Review

None

Action Requested

Approve the Sublease Agreement between City of Vancouver and Kafiex Roasters for retail space located at 505 W. 8th Street and authorize the City Manager or his designee to execute the sublease document.

Linda Carlson, Property Management Specialist, 487-8423

ATTACHMENTS:

- Sublease Agreement

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") is made and entered into as of this ______ day of ______________, 2018, by and between City of Vancouver, a Washington Municipal Corporation ("Sublessor"), and Kafiex Roasters, a Washington Limited Liability Corporation ("Sublessee" or Kafiex"), with respect to the following facts:

A. Sublessor is the Lessee of that certain real property situated in the County of Clark, State of Washington, designated by number and street as Esther Short Commons: 505 W. 8th Street, City of Vancouver (the "Master Lease Premises"), which includes all improvements located thereon, all pursuant to the terms and conditions of a lease dated July 28, 2003, by and between Esther Short Commons Limited Partnership as Landlord and Sublessor as Tenant, as amended by the First Amendment to Lease (collectively the "Master Lease") a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein; and

B. Sublessor desires to sublease the Premises to Sublessee as show on Exhibit "B" consisting of approximately 1,435 usable square feet and 1,508 rentable square feet to Sublessee as set forth herein.

NOW, THEREFORE, in consideration of mutual covenants and promises contained herein, and for valuable consideration, the receipt and sufficiency which are hereby mutually acknowledged and confessed, the parties hereby agree as follows:

1. **Premises:**

Sublessor hereby subleases the Premises as shown on Exhibit "B" consisting of approximately 1,508 rentable square feet to Sublessee and Sublessee hereby subleases the Premises from Sublessor for the Term (as defined herein), at the rental and upon all the conditions set for the herein. Sublessee shall have the one time right to re-measure the Premises within thirty (30) days of Sublessor's delivery of the Premises. Measurements shall be made from the center of the interior demising walls, the exterior of exterior walls plus Sublessee's proportionate share of any common areas (i.e. electrical, mechanical and trash areas). Should there be a discrepancy, the rent and applicable charges shall be retroactively adjusted to reflect any change in square footage provided said change is greater than two percent (2%).

2. **Term:**

2.1 The Term of this Sublease shall be for Five (5) Years commencing 90 days after both parties mutually sign sublease but no later than September 1, 2018 (the "Commencement Date") and ending August 31, 2023 (the "Expiration Date") unless sooner terminated pursuant to any provision hereof.

2.2 Sublessee shall, provided this Sublease is in full force and effect and Sublessee is not in default under any terms and conditions of this Sublease, have two (2) consecutive options to renew this lease, each for a term of five (5) years, for the Premises on the same terms and conditions set forth in this Sublease, except as modified by the terms set forth below:

a) The extension options are exercisable by Sublessee not later than nine (9) months prior to the expiration of the then-existing term. The rental rate for the extensions options shall be at the then market rate for similar quality retail space in the Vancouver Central Business District ("Vancouver CBD") but shall not exceed an increase of more than 3% of last month's Base Rent of current lease term.
b) The market rent shall be for comparable space on an "as-is" basis, without any building allowance, moving allowances or other Tenant inducements, in the Vancouver CBD as of the date the renewal term is to commence, taking into account the specific provisions of the Sublease which will remain constant, and the amenities of the Premises, location, identify, quality, age, conditions, term of lease, tenant improvements, services provided, and other pertinent items.
c) Sublessor shall advise Sublessee of its estimate of the new Base Rent for the Premises for the applicable renewal term, which will be based on Sublessor's reasonable determination of fair market rental value, no late than fifteen (15) days after the receipt of notice of Tenant's exercise of its option to renew. Tenant shall have thirty (30) days after receipt of such notification from Sublessor to 9i) accept the new Base Rent and confirm its exercise of the option, (ii) reject the option or (iii) accept the option and confirm its exercise of the option subject to the final determination of the current fair market rent as provided in this subsection (c). If sublessee does not respond to Landlord's determination of the new Base Rent within such 30 day period, this option shall be null and voice, and Sublessor shall have not further obligation to Sublessee.
d) Each extension option shall be approved in writing by the Master Lessor on a form substantially similar to Ex. D to this Sublease.

2.3 If possession of the Premises is delivered to Sublessee prior to the Commencement Date, Sublessee shall have the right to occupy the Premises subject to all of the terms and provisions of this Lease including the payment of all utilities consumed by the Sublessee. The payment of Rent and Leasehold excise tax shall not commence until the Commencement date.

2.4 Conditions and Contingencies for Sublessee: All of Sublessee's obligations, duties and liabilities are subject to and contingent upon approval from all applicable state and federal regulatory agencies to locate a coffee shop/coffee roasting facility at this site. Sublessee shall diligently pursue such approvals upon execution of the Sublease. In the event that Sublessee does not waive the Conditions and Contingencies contained in this section within one hundred and twenty (120) days of mutual execution of this Sublease, Sublessor shall have the option to cancel this Sublease with notice to Sublessee. In such event, Sublessor shall return any prepaid monies held by Sublessor and shall have no other liability to Sublessee.

2.5 Conditions and Contingencies for Sublessor: This Sublease is expressly conditioned upon the approval of the City of Vancouver City Council which will follow the execution of this Sublease. Should the City Council not approve it, this Sublease shall be null and void immediately upon notice to Sublessee and all prepaid monies shall be returned to Sublessee. Sublessor and Sublessee shall at that time have no further liability to the other. Sublessor shall diligently pursue such approval upon execution of this Sublease.

3. **<u>Rent and Leasehold Excise Tax:</u>**

3.1 Sublessee shall pay to Sublessor as Base Rent for the Premises equal monthly payments per the schedule below, in advance, on the first day of each month of the Term hereof. Sublessee shall pay Sublessor upon the execution hereof $3,119.65 as Rent and the applicable leasehold excise tax for the first month. Rent for any period during the Term hereof which is for less than one month shall be a pro rate portion of the monthly installment plus the applicable leasehold excise tax applied to that pro rata share. Rent shall be payable in lawful money of the United States to Sublessor at the address stated herein or to such other persons or at such other places as Sublessor may designate in writing.

Rent Schedule

	PSF Base Rental Rate Per Year	Annual Rent	Monthly Rent
8/1/2018 – 7/31/2019	$22.00	$33,176.00	$2,764.67
8/1/2019 – 7/31/2020	$22.00	$33,176.00	$2,274.67
8/1/2020 – 7/31/2021	$22.66	$34,171.28	$2,847.61
8/1/2021 – 7/31/2022	$23.34	$35,196.72	$2,933.06
8/1/2022 – 7/31/2023	$24.04	$36,252.32	$3,021.03

3.2 In addition to Base Rent, Sublessee shall pay to Sublessor, as Additional Rent, the leasehold excise taxes for the Premises in equal monthly payments, in advance, on the first day of each month of the Term hereof. The leasehold excise tax rate is currently 12.84% of the Rent Schedule above. Leasehold excise tax for any period during the Term hereof which is for less than one month shall be a pro rate portion of the monthly installment. The leasehold excise tax shall be payable in lawful money of the United States to Sublessor at the address stated herein or to such other persons or at such other places as Sublessor may designate in writing.

3.3 If any Base Rent or Additional Rent is not received when due, Sublessee shall pay to Sublessor an additional sum equal to five percent of such overdue payment. All delinquent payments shall bear interest at the rate of twelve percent per annum.

4. **Security Deposit.**

First month's rent ($2,764.67) and last month's rent ($3,021.03) for a total of **$5,785.70** will be held and applied to first month and last month's rent for the term of the lease. If Sublessor is to become in default during the term of this sublease, Sublessor will return any unapplied monies to Sublessee within a reasonable time.

5. **Use.**

5.1 Sublessee shall use the Premises for a coffee shop/coffee roasting facility and no other purpose. Sublessor is not aware of any conditions, including but not limited to environmental contamination, restrictions of utilities use restrictions or moratoria that would adversely affect Sublessee's store design, permitting, construction or use of the Premises.

5.2 Sublessee shall, at Sublessee's expense comply promptly with all applicable statutes, ordinances, rules, regulations, orders, restrictions of records, and requirements in effect during the Term or any part of the Term hereof regulating the use by Sublessee of the Premises. Sublessee shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance which shall tend to disturb other tenants.

5.3 Except as provided in paragraph 5.2 and paragraph 6, Sublessee herein accepts the Premises in their condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the Premises, and accepts this Sublease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Sublessee acknowledges that neither Sublessor nor Sublessor's agent have made any representation or warranty as to the suitability of the Premises for the conduct of Sublessee's business.

5.4 During the Sublease Term, Sublessor shall not permit any other sublessee under Sublessor's Master Lease to operate a full service retail coffee shop/coffee roasting facility as well as not allow existing Sublessee's under Sublessor's Master Lease to increase coffee sales more than ten percent (10%) of Sublessee's gross monthly sales in the Master Lease Premises, so long as Sublessee is operating a full service retail coffee shop/coffee roasting facility in the Premises.

5.5 During the Sublease Term, Sublessor shall not construct any improvements or permit anything that would materially and adversely affect or obstruct the visibility or access to the Premises.

5.6 Access: Sublessee shall have access to the Premises, twenty-four (24) hours per day, seven (7) days per week, subject to reasonable security requirements; however, Sublessee shall not open the Premises to the public between the hours of 10:00 pm and 5:00 am.

6. Improvements to the Premises.

6.1 Sublessor will have no obligations for improvements to the Premises.

6.2 Sublessee will be responsible for all tenant improvements described in Exhibit "C" Improvements. Sublessee shall be permitted to install, at Sublessee's expense, the maximum building storefront signage permitted by applicable codes and Landlord's sign criteria. During the first Sixty (60) days of being open to the public, Sublessee may also display promotional banners and awnings in and on the Premises for its grand opening.

6.3 As provided for in Section 6.4 Alterations in the Master Lease, Sublessee shall be allowed to make minor improvements to the Premises without Sublessor's consent (but with notice to Sublessor) provided that the minor improvements have a value less than $2,500 and do not affect the structure of the building or affect the plumbing, HVAC, electrical or mechanical systems of the building or Premises. All other improvements after Sublessee takes occupancy shall be governed by the terms of the Master Lease.

7. Utilities.

Sublessee shall pay for all charges for utilities and services supplied to the Premises, including but not limited to electricity, gas, telephone and cable television. Sublessor shall be responsible for water, sewer and common area maintenance charges, if any. If consumption is not separately metered to the Premises, Sublessee shall pay Sublessor as an Additional Rent for all utilities consumed on the Premises at a rate reasonably determined by Sublessor which is not in excess of the cost to Sublessor. Sublessee shall not be liable for any failure or interruption of utilities or services to the Premises.

8. Sublessee's Responsibilities.

Sublessee shall, at Sublessee's own expense, keep the Premises in good condition and repair, including without limitation, the maintenance, replacement and repair of any storefront, doors, window casement, glazing, plumbing, electrical wiring and the HVAC system, using contractors first approved in writing by Sublessor. Sublessee shall keep the sidewalk in front of the Premises free and clear of ice, snow and debris. All such maintenance shall conform to the requirements under and applicable warranties. Sublessee, at Sublessee's own expense, shall be responsible for providing janitorial services and regular pest extermination services to the Premises using properly licensed and bonded contractors first approved in writing by Sublessor. Sublessee shall comply with the insurance and indemnity provisions of the Master Lease.

9. Master Lease.

9.1 This Sublease is and shall be at all times subject and subordinate to the Master Lease.

9.2 As between the Sublessor and Sublessee only and not the Master Lessor, the terms, conditions and respective obligations of Sublessor and Sublessee to each other under this Sublease shall be the terms and conditions of the Master Lease except for those provisions of the Master Lease which are directly contradicted by this Sublease in which event the terms of this Sublease document shall control over the Master Lease; provided that this Sublease shall not modify Sublessor's obligations to the Master Lessor. Therefore, for the purposes of this Sublease, wherever in the Mast Lease the work "Landlord" is used, it shall be deemed to mean the Sublessor herein and wherever in the Master Lease the work "Tenant" is used, it shall be deemed to mean the Sublessee herein. Any reference herein to Landlord shall not include Master Lessor.

9.3 During the Term of this Sublease and for all periods subsequent thereto for obligations which have arisen prior to the expiration or termination of this Sublease, Sublessee does hereby expressly assume and agree to perform and comply with, for the benefit of Sublessor and Master Lessor, each and every obligation under the Master Lease.

9.4 The obligations that Sublessee has assumed under paragraph 9.3 hereof are hereinafter referred to as the "Sublessee's Assumed Obligations". The obligations that Sublessee has not assumed under paragraph 9.3 hereof are hereinafter referred to as the "Sublessor's Remaining Obligations".

9.5 Sublessee shall hold Sublessor free and harmless of and from all liability, judgments, costs, damages, claims or demands, including reasonable attorney's fees, arising out of Sublessee's failure to comply with or perform Sublessee's Assumed Obligations

9.6 Sublessor agrees to maintain the Master Lease during the entire Term of this Sublease, subject, however, to any earlier termination of the Master Lease without the fault of the Sublessor, and to comply with or perform Sublessor's Remaining Obligations and to hold Sublessee free and harmless of and from all liability, judgments, costs, damages, claims or demand arising out of Sublessor's failure to comply with or perform Sublessor's Remaining Obligations.

9.7 Sublessor represents to Sublessee that the Master Lease is in full force and effect and that no default exists on the part of any party to the Master Lease.

10. Assignment of Sublease in Default

10.1 If Sublessor shall default in the performance of its obligations under the Master Lease, then Master Lessor may, without assuming this Sublease, receive and collect, directly from Sublessee, all Rent owing and to be owed under this Sublease. Master

Lessor shall not, by reason of such default by Sublessor under the Master Lease, nor by reason of the collection of the Rents from the Sublessee, be deemed liable to Sublessee for ay failure of the Sublessor to perform and comply with Sublessor's Remaining Obligations.

10.2 Sublessor hereby irrevocably authorizes and directs Sublessee, upon receipt of any written notice from the Master Lessor stating that a default exists in the performance of Sublessor's obligations under the Master Lease, to pay to Master Lessor the Rents due and to become due under the Sublease. Sublessor agrees that Sublessee shall have the right to rely upon any such statement and request from Master Lessor, and that Sublessee shall pay such Rents to Master Lessor without any obligation or right to inquire as to whether such default exists and notwithstanding any notice from or claim from Sublessor to the contrary and Sublessor shall have no right or claim against Sublessee for such Rents so paid by Sublessee.

10.3 No changes or modifications shall be made to this Sublease without the consent of the Master Lessor.

10.4 Subject to the provisions of Exhibit "D", so long as Sublessee is not in default of this Sublease Agreement, Master Lessor shall not disturb Sublessee's right of quiet enjoyment of the Premises by reason of a default of Sublessor under the Master Lease.

11. Consent of Master Lessor

11.1 In the Event that the Master Lease requires that Sublessor obtain the consent of Master Lessor to any subletting by Sublessor then this Sublease shall not be effective unless within ten (10) days of the date hereof, Master Lessor gives its consent to this subletting. Master Lessor's consent is evidenced in the attached Exhibit "D".

11.2 In the event that the obligations of the Sublessor under the Master Lease guaranteed by third parties then neither this Sublease, nor the Master Lessor's consent shall have been effective unless, within ten (10) days of the date hereof said guarantors sign this Sublease thereby giving guarantors' consent to this Sublease and the terms thereof.

11.3 In the event that Master Lessor does give such consent then:

11.3.1 Such consent will not release Sublessor of its obligations or alter the primary liability of Sublessor to pay the Rent and perform and comply with all of the obligations of Sublessor to be performed under the Master Lease.

11.3.2 The acceptance of Rent by Master Lessor from Sublessee or anyone else liable under the Master Lease shall not be deemed a waiver by Master Lessor of any provisions of the Master Lease nor shall it be deemed an acceptance of assignment of the Sublease.

11.3.3 The consent by Master Lessor to this Sublease shall not constitute a consent to any subsequent subletting or assignment.

11.3.4 In the event of any default of Sublessor under the Master Lease, Master Lessor may proceed directly against Sublessor, any guarantors or anyone else liable under the Master Lease or this Sublease without first exhausting Master Lessor's remedies against any other person or entity liable thereon to Master Lessor.

11.3.5 Master Lessor may not consent to subsequent subletting and assignments of the Master Lease or this Sublease or any amendment or modifications thereto without notifying Sublessor or any else liable under the Master Lease.

11.3.6 In the event that Sublessor shall default in its obligations under the Master Lease, the Master Lessor, at its option and without being obligated to do so, may require Sublessee to attorn to Master Lessor in which event Master Lessor shall undertake the obligations of Sublessor under this Sublease from the time of the exercise of said option to the Expiration Date or earlier termination of this Sublease but Master Lessor shall not be liable for any prepaid rents, completion of any of Sublessor's Work, refund of any security deposit (unless turned over to Master Lessor by Sublessor) nor shall Master Lessor be liable for any other defaults of the Sublessor under the Sublease.

11.4 The signatures of any guarantors of Sublessor of Sublessee at the end of this document shall constitute their consent to terms of this Sublease.

11.5 Sublessor acknowledges that no default presently exists under the Master Lease of obligations to be performed by Sublessor and that the Master Lease is in full force and effect.

12. **Notices.**

All notices, demands, requests, consents, approvals or other communications (for the purposes of this section collectively called "Notices"), required or permitted to be given hereunder, or which are given with respect to this Sublease shall be in writing, and shall be given by express mail, Federal Express, DHL, or other similar form of airborne/overnight delivery service, or mailing in the United States mail by registered or certified, return receipt requested, postage prepaid, addressed to the appropriate party(ies) as follows:

To Sublessor:	City of Vancouver Property Manager PO Box 1995 Vancouver, WA 98668-1995
To Sublessee:	Kafiex Roasters LLC 13011 NE Fourth Plain Blvd Vancouver, WA 98682
To Master Lessor:	Esther Short Commons Limited Partnership Attn: General Partner 2500 Main Street, Suite 100 Vancouver, WA 98660

Or such other address as the party(ies) shall have specified most recently by like Notice. Any Notice shall have been deemed to have been given upon delivery if made by express mail, Federal Express, DHL, or any other similar form of airborne or overnight delivery service, upon actual receipt, or if not received, upon the third business day following the date mailed, as provided herein. Sublessor, Sublessee and Master Lessor, and their respective counsel, hereby agree that if Notice is given hereunder by Sublessor's or Sublessee's counsel, such counsel may communicate directly with all principals, as required to comply with the foregoing Notice provisions.

13. Laws and Jurisdiction.

This Sublease shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Washington applicable to agreements made and to be performed wholly within the State of Washington.

14. Entire Agreement.

This Sublease contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings, if any, with respect thereto. This Sublease may not be modified, changed, or supplemented, nor may any obligations hereunder be waived, except by written instruments signed by the parties or by an agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm or corporation, other than the parties hereto.

15. Waiver.

No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any proceeding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts contained herein.

16. Attorneys' Fees.

Should either party institute any action or proceeding to enforce or interpret this Sublease, or any provision hereof, or for damages by reason of any alleged breach of this Sublease, or any provision hereof, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorney's and other fees, incurred by the prevailing party in connection with such action or proceeding. The term "attorneys' and other fees" shall mean and include attorney's fees, accountants' fees, and any and all other similar fees incurred in the preparation of the action or proceeding. The term "action" or "proceeding" shall mean and include actions, proceedings, suits, arbitrations, appeals and other similar proceedings.

17. Further Agreement.

Sublessor and Sublessee each agree to do such further acts, deeds and things and execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the transaction(s) any/or any other agreement(s) contemplated hereby or contained herein in the manner contemplated by this Sublease.

18. Brokerage.

Eric Fuller of the Fuller Group is representing the Sublessor. KC Fuller of Fuller Group represents the Sublessee. Both Sublessor and Sublessee acknowledge the receipt of the real estate pamphlet entitled "The Law of Real Estate Agency".

19. Financial Reports.

Sublessee shall not be required to submit fiscal records annually to Sublessor as required in Section 11 of the Master Lease; however, Sublessee shall be required to submit such fiscal records described in Section 11 of Master Lease from time to time at the reasonable request of Sublessor.

20. City's Reserved Authority.
Anything in this Sublease to the contrary notwithstanding, the City shall continue to have the governmental authority granted to it by Article XI, sections 10 and 11 of the Washington State Constitution to protect against threats to the public health and safety.

IN WITNESS WHEREOF, the parties have executed this Sublease as of the day and year first above written.

SUBLESSOR	SUBLESSEE
______________________________	______________________________
Eric J. Holmes, City Manager	Matthew Selivanow, Owner
Date: ________________________	Date: ________________________

Approved as to form:

____
E. Bronson Potter, City Attorney

Attest:

____
Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Eric J. Holmes signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of Vancouver to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _________________, 2018.

____

____
NOTARY PUBLIC for Washington
Residing in ______________________________

My Commission Expires: ___________________

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Michael Selivanow signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Owner of Kafiex Roasters to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _________________, 2018.

____

____
NOTARY PUBLIC for Washington
Residing in ______________________________

My Commission Expires: ___________________

SUBLEASE AGREEMENT

EXHIBIT "A"

Re: Sublessee – Kafiex Roasters

MASTER LEASE

MASTER LEASE AGREEMENT

BY AND BETWEEN

ESTHER SHORT COMMONS LIMITED PARTNERSHIP

Landlord

AND

CITY OF VANCOUVER, WASHINGTON
a Washington municipal corporation

Tenant

DATED: July 28, 2003

PDX/109386/127906/JDG/1001745.4 v5
JRB/24907/00008/____07.11.03

MASTER LEASE AGREEMENT

THIS MASTER LEASE AGREEMENT made and entered into as of July 28, 2003, by and among Esther Short Commons Limited Partnership ("Landlord") and the City of Vancouver, a Washington municipal corporation ("Tenant").

RECITALS

A. Landlord owns or is acquiring fee simple or a leasehold interest in the land described on Exhibit "A" (the "Land"). Landlord intends to develop the Land by constructing thereon a mixed use residential and retail facility, including approximately 20,000 square feet of retail space (the "Retail Element"), approximately 160 apartment units (the "Residential Element"), approximately 100 parking spaces, and related improvements (the "Project"). The Land and the Project are sometimes referred to herein as the "Property".

B. Immediately subsequent to completion of construction of the Project, the Landlord intends to create condominium units, consisting of one or more condominium units for the Residential Element and two condominium units for the Retail Element.

C. Landlord wishes to lease to Tenant and Tenant wishes to lease from Landlord a portion of the Retail Element, approximately 8,451 square feet in size, described on Exhibit "B" and referred to as the "Premises" on the terms and conditions set forth herein.

D. Landlord acknowledges that Tenant desires to sublease the Premises to Vancouver Farmers Market (the "Subtenant") pursuant to a separate agreement (the "Sublease"), attached hereto as Exhibit "C". At such time as Landlord and Tenant execute the Sublease, Landlord shall grant to Subtenant an option to purchase the Premises; the option shall be subject to the creation of the condominium units.

E. This lease furthers Landlord and Tenant's public purpose objectives by promoting downtown economic development, revitalization and affordable housing in downtown Vancouver.

AGREEMENT

1. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to all terms and conditions of this Lease, the Premises. Landlord represents that the Premises consists of approximately 8,451 square feet of commercial space, together with all appurtenant rights to the use, in common with others, of the Common Areas (the specific areas of the Project used or intended to be used from time to time in common by Tenant or by customers or invitees of Tenant, including, but not limited to, certain portions of the parking lot, driveways, walkways, curbs, landscaped areas, and all fixtures, improvements and equipment pertinent thereto and constituting a part thereof are shown on Schedule "1"). Upon substantial completion

of the Project, Landlord shall cause the Project architect to certify to Tenant the square footage of the Premises, the Retail Element, and the Project.

2. Term, Commencement, and Sublease.

2.1 Term.

2.1.1 The term of this lease (the "Term") shall commence on the "Commencement Date" which, except as provided in subsection 2.1.3 below, is defined as the date that a certificate of occupancy is issued for the Premises; the certificate of occupancy may be temporary or conditional with respect to obligations of the Subtenant regarding its "Additional Tenant Improvements" (as defined in Exhibit "E" of the Sublease). Except only as provided in subsection 2.1.3 below, the Commencement Date shall be deemed to occur on the later of issuance of the certificate of occupancy or sixty (60) days after the date (the "Access Date") that Tenant is given full access to the Premises. Landlord shall give to Tenant at least thirty (30) days prior written notice of the Access Date. Access by Tenant will be subject to certain requirements to protect Landlord's interests, such as Tenant providing evidence to Landlord's satisfaction of builders risk and liability insurance and such information relating to installation of Subtenant's Additional Tenant Improvements as Landlord reasonably deems necessary. The information deemed necessary by Landlord under this subsection 2.1.1 shall be set forth in the notice of the Access Date.

2.1.2 The Term shall be for thirty (30) years, plus the number of days in the first calendar month of the Term, if the Term commences on other than the first day of the calendar month. The estimated commencement date is July 1, 2004.. If the actual Commencement Date does not occur by the estimated commencement date, then the obligations of Tenant hereunder shall be abated for the time period of such delay. If the Access Date does not occur by September 30, 2005, Tenant may terminate this Lease by written notice given to Landlord after such date.

2.1.3 If the Access Date occurs after September 30, 2004 but before January 31, 2005, Tenant may, by written notice defer the Access Date until February 1, 2005. If Tenant elects to defer the Access Date, Tenant shall provide such notice to Landlord within ten (10) days after Landlord provides written notice of the Access Date. The parties acknowledge that such a deferral shall also correspondingly delay the Commencement Date.

2.1.4 If Subtenant acquires the Premises pursuant to the Option to Purchase (as described in the Sublease), then upon such acquisition, Landlord and Tenant shall cause this Lease to terminate and the Sublease shall then also terminate.

2.2 Sublease.

(a) Tenant represents that (i) a true copy of the Sublease is attached hereto as Exhibit "C" and that the same has not been amended nor any right of Landlord or Tenant thereunder waived, (ii) the Sublease is or on the Access Date of this Lease shall be in full force and effect, (iii) the Sublease is free from default by either party and no event or circumstance has occurred which, with the giving of notice or the passage of time or both, would constitute a default under the Sublease, (iv) Tenant has provided a copy of this Lease to Subtenant, and (v) Tenant shall enforce this Lease and cause Subtenant to comply with all of terms and conditions set forth herein.

(b) Tenant makes the following covenants regarding the Sublease:

(i) Tenant shall fully perform, as and when due, all of its obligations under the Sublease;

(ii) Tenant shall not terminate or amend the Sublease nor waive any right thereunder without the prior written consent of Landlord;

(iii) Tenant shall promptly deliver to Landlord a copy of any notice of default given or received by Tenant regarding the Sublease; and

(iv) None of the terms and conditions of the Sublease shall be inconsistent with or violate the terms and conditions of this Lease.

2.3 Early Termination. This Lease shall automatically terminate upon the expiration of the Sublease. Upon earlier termination of the Sublease, Landlord may elect to terminate this Lease by providing written notice of termination to Tenant within sixty (60) days following Landlord's receipt of written notice of termination of the Sublease. Such termination shall become effective on the thirtieth (30th) day after Landlord provides written notice of termination to Tenant; provided, however, that Tenant shall remain responsible for payment of any Rent and expenses that were incurred prior to termination. Unless Landlord elects to terminate this Lease and provides written notice of termination within such sixty (60) day period, earlier termination of the Sublease shall have no further effect.

3. Rent.

3.1 Monthly Rent. Commencing as of the Commencement Date, Tenant shall pay to Landlord on the first day of each month the monthly rent ("Rent") for the Premises in a monthly amount that is equal to one twelfth of the annual rental amount of Eight Dollars ($8.00) per square foot. If the Commencement Date occurs on other than the first day of the calendar month, Tenant shall pay a proportionate share of the Rent for the partial month. In addition to the Rent, Tenant shall pay Washington State Leasehold Tax.

3.2 Rent Adjustments. On each anniversary of the Commencement Date (or, if the Commencement Date occurs on other than the first day of a calendar month, then on the anniversary of the first day of the first full calendar month occurring after the Commencement Date), the monthly Rent for the ensuing twelve (12) months shall be increased two and three-quarters percent (2.75%) over the monthly Rent payable during the prior twelve (12) month period.

3.3 Share of Expenses. Tenant shall pay its share of the costs of certain expenses related to the Project, as detailed on Exhibit "D."

3.4 Rent Without Offset and Late Charge. All Rent shall be paid by Tenant to Landlord monthly in advance on the first day of every calendar month at the following address: Post Office Box 1995, Vancouver, Washington 98668-1995, or such other place as Landlord may designate in writing from time to time. All rent shall be paid without prior demand or notice and without any deduction or offset whatsoever except as may be specified herein or allowed by law. All Rent due for any partial month shall be prorated. Tenant acknowledges that late payment by Tenant to Landlord of any Rent or other sums due under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to ascertain. Therefore, if any Rent or other sum due from Tenant is not received within ten (10) days of when due, Tenant shall pay to Landlord an additional sum equal to four percent (4%) of such overdue payment. Landlord and Tenant hereby agree that such late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of any such late payment and that the late charge is in addition to any and all remedies available to Landlord and that the assessment and/or collection of the late charge shall not be deemed a waiver of any default. Additionally, all such delinquent Rent or other sums shall bear interest at the prime rate as published from time to time in the Wall Street Journal, plus two percent (2%), on a fully floating basis (herein the "Default Rate"), from the date first due until the date paid in full. Any payments of any kind returned for insufficient funds will be subject to an additional handling charge of Fifty Dollars ($50.00).

4. Utilities. Tenant shall be liable for and shall pay when due all charges of whatever nature or kind for, fuel, heat, water, sewer service, storm water discharge, refuse collection, gas, electricity, telephone and communication-related utilities, and all other utilities, together with any taxes thereon, used or consumed by Tenant. Landlord shall use best efforts to cause all such utilities to be separately metered or billed to the Premises. If the heating systems or any other utility services (including garbage collection) are not on separate meters or separately billed to the Premises, Tenant shall pay its proportionate share of such charges as specified in Exhibit "D". Landlord makes no warranties or representations as to the quantity, quality, availability, amount or duration of any of the utility services referred to in this section 4 except as specified in ~~Exhibit "E"~~.

5. Use of Premises. Tenant shall use the Premises for commercial retail and/or office purposes, at least so long as such purposes are consistent with the other commercial and residential uses of the Project. Tenant shall not use the Premises or any portion of the Premises for any other purpose without Landlord's prior written consent.

5.1 The hours of Tenant's use of the Premises shall not commence before 5:30 a.m. nor end after 10:00 p.m.; provided, however, that so long as Subtenant occupies the Premises, its personnel may enter, leave, and use the Premises outside of these hours (for example, for food preparation), but such use after 10:00 p.m. and before 5:30 a.m. ("After Hours Use") shall be conducted so as not to disturb other occupants of the Project. In the event Landlord determines for any reason that Subtenant's After Hours Use of the Premises is incompatible with use of the Project by other occupants or unreasonably disturbs such occupants, Landlord, Tenant and Subtenant shall work together cooperatively to resolve the cause of incompatibility or disturbance. If Landlord, Tenant and Subtenant are unable to cooperatively resolve such problems, Landlord may provide written notice to Tenant and Subtenant, and Subtenant shall immediately cease the act or omission causing the incompatibility or disturbance and, if Landlord determines that the After Hours Use is impacting the ability of Landlord to retain existing tenants in the residential apartment units or the balance of the Retail Element, Landlord may require that the After Hours Use be terminated entirely. In the event Landlord requires such termination of the After Hours Use, Tenant may submit the matter to mediation in accordance with Section 17.2 of this Lease.

5.2 Except as provided in Exhibit E to the Sublease, Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises or the condition thereof or with respect to the suitability of the Premises for the conduct of Tenant's or Subtenant's business; further, Landlord has not agreed to undertake any modification, alteration, or improvement to the Premises, except as provided in writing in this Lease. Tenant shall refrain from the loading the floors beyond the point considered safe by a competent engineer or architect selected by Landlord. Tenant shall further refrain from making any marks or attaching any sign, insignia, antenna, aerial or other device intended to be permanently affixed to the exterior walls or windows of the Premises without the written consent of the Landlord. Notwithstanding Landlord's consent to any signs, Tenant shall remove all signs upon termination of this Lease and repair any damage to the Premises caused thereby at Tenant's own cost and expense.

5.3 Tenant shall promptly and at all times comply with all federal, state, and local statutes, laws, ordinances, orders, and regulations affecting the Premises, the use thereof by Tenant and the conduct of Tenant's business thereon (herein "Laws").

5.4 Tenant will not perform any act or carry on any practices that may injure the Premises or that may be a nuisance or menace to other occupants of the Project. Without limiting the generality of the foregoing, and with the acknowledgement by the parties of inherent nature of both the residential and commercial uses of the Project, Tenant shall not cause or permit any unreasonable noise or odor to escape or be emitted from the Premises that is incompatible with the use of the Project by other occupants. In the event Landlord determines that Tenant is in violation of this subsection 5.4, Landlord shall provide notice of such determination and Tenant shall immediately cease any act or omission causing such violation.

5.5 Subject to the provisions of this Lease, Tenant, its employees, agents, customers and invitees shall have the nonexclusive right to use jointly with others the FM Frontage Areas and the FM Common Areas as defined and depicted in Schedule 1 of the Sublease, including within the attached exhibits and schedule. However, all the Common Areas shall at all times be subject to the exclusive control, custody and management of Landlord and parts thereof may be closed at such time or times as may be determined advisable by Landlord. Landlord reserves the right to make changes in the Common Areas and in the site plan of the Project from time to time, including, but not limited to, changes, additions or deletions with respect to the shape, size and location of the Project and other improvements, parking areas and layout, roads, drives and walkways, landscaped areas, the directory sign and other equipment and improvements situated in the common areas. In the event Landlord changes the Common Areas or the site plan of the Project, Landlord shall make such changes in a manner that will not materially impact the use of the Premises.

6. Maintenance, Repairs, and Alterations.

6.1 Maintenance by Landlord. Landlord shall be responsible for and shall maintain all of the following in good condition and repair:

(a) Structural repairs and maintenance and repairs necessitated by structural disrepair or defects to the project, including the improvements in the public right of way.

(b) Repair and maintenance of the exterior walls, roof, gutters, down-spouts and foundation of the Project. Notwithstanding the foregoing, Landlord shall not have any obligation to maintain or make repairs relating to the operating condition of doors and windows or replacement of glass or of any storefront or any exterior wall immediately adjacent to the Premises, provided, however, Tenant shall have the benefit of any construction and equipment guarantees and warranties in favor of Landlord with respect to the Premises

(c) Repair, maintenance and operation of the Common Areas including the improvements in the public right of way, except as specifically designated as Tenant responsibilities under Section 6.3.

6.2 Expenses. Tenant shall pay operating expenses to Landlord as set forth in Exhibit "D"

6.3 Maintenance by Tenant. Tenant shall at its sole cost and expense be responsible for and shall maintain all of the following in good condition and repair:

(a) All Tenant furniture, fixtures and equipment.

(b) Any repairs necessitated by the negligence of Tenant, its agents, employees and invitees (including without limitation those repairs which would otherwise be required of Landlord pursuant to subsection 6.1).

(c) Maintenance and repair of Tenant's heating system and all repairs to the Property or FM Common Area or FM Frontage Area which may be necessary as a result of such maintenance and repair.

(d) Maintenance and repair of the Premises interior walls and floor coverings (both hard surfaces and carpeting).

(e) Any repairs necessitated by burglary or attempted burglary or vandalism of the Premises, including the Premises storefront.

(f) Excepting those repairs or alterations required solely as a result of Landlord's grossly negligent design, non-compliance with existing laws, regulations and codes applicable at the time of construction or defective construction of the Premises, which shall be corrected or caused to be corrected by Landlord, any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in Section 5.3, including but not limited to all actions necessary, at Tenant's expense, to cause the Premises to be kept, maintained, used and occupied in compliance with the Americans with Disabilities Act and with all other federal, state and local laws, ordinances, rules, regulations and requirements governing discrimination against persons with disabilities as defined by applicable law.

(g) Provide regular janitorial service to keep the Premises in a clean, orderly and sanitary condition.

(h) Cleaning of all Common Areas adjacent to the Premises to the extent necessary as a result of the use thereof by Tenant and its customers, invitees and guests. Tenant's obligations under this subsection shall include keeping the sidewalks in front of the Premises free and clear of ice, snow, rubbish, debris and obstructions and keeping all other pedestrian circulation areas (as shown in Schedule 1 of the Sublease as FM Common Area and FM Frontage Area) free of litter, debris and obstructions. In the event Tenant fails to meet its obligations pursuant to this subsection 6.3(h), Landlord may, after providing Tenant written notice and a reasonable time to perform, take all actions and perform all work reasonably deemed necessary by Landlord to clean or clear such areas. Tenant shall reimburse Landlord for the cost of such action and work as specified in Exhibit D.

(i) All other repairs and maintenance to the interior or exterior surfaces of the Premises which Landlord is not required to make under subsection 6.1, which includes without limiting the generality of the foregoing, the cleaning and/or repair and replacement of the exterior siding material on the south and westerly portions of the Premises, the replacement of all glass which may be broken or cracked during the term of this Lease with glass of as good or better quality than that used on the Commencement Date, the storefront, the interior wiring and plumbing and drain pipes to sewers or septic tanks.

6.4 Alterations. Exhibit "E" of the Sublease sets forth the "Tenant Improvements" to be completed at Landlord's expense. Tenant shall make not make any major improvements or alterations on the Premises of any kind, including Subtenant's Additional Tenant Improvements, without the prior written consent of Landlord. Major improvements or alterations include any improvements or alterations that are structural or affect the plumbing, heating, ventilation, electrical or mechanical systems of the Premises or the Project or improvements or alterations which exceed Two Thousand Five Hundred Dollars ($2,500) in cost for each instance. Prior to the commencement of any major improvements or alterations by Tenant, Tenant shall first submit to Landlord and obtain Landlord's written consent to all of the following, which consent shall not be unreasonably withheld: Tenant's plans and specifications; Tenant's estimated costs; and the names, addresses and telephone numbers of all of Tenant's contractors, subcontractors and material suppliers. When Landlord is to perform the work for some or all of the Tenant Improvements to be completed at Tenant's expense, Landlord shall have the right to require Tenant to place in escrow an amount equal to the estimated cost of the work to be performed which amount shall be disbursed in accordance with standard percentage of completion provisions. If the work is to be performed by the Tenant, Landlord shall have the right to require Tenant to furnish adequate security to ensure timely payment to the contractors, subcontractors and material suppliers for such work. All work performed by the Tenant shall be done in a good and workmanlike manner and in strict compliance with all applicable building, fire, sanitary, and safety codes, and other applicable laws, statutes, regulations, and ordinances, and Tenant shall secure all necessary permits for the same. Tenant shall keep the Premises free from all liens in connection with any such work. If any mechanic's, materialmen's, contractor's or other liens are filed arising out of any work performed upon, or materials furnished to, the Premises at the request of Tenant, then Tenant shall promptly provide written notice to Landlord and remove or bond over any such lien. If Landlord gives its consent to such alterations, Landlord may post notices of nonresponsibility if authorized by law. All work performed by the Tenant shall be in compliance with plans and specifications approved by Landlord, carried forward expeditiously, shall not interfere with Landlord's work or the work to be performed by or for other tenants, and shall be completed within a reasonable time. Landlord or Landlord's agents shall have the right at all reasonable times to inspect the quality and progress of such work.

6.5 Except as otherwise provided herein, Tenant may, at its sole expense, at any time and from time to time, replace or exchange furniture, fixtures, equipment, or trade fixtures. Any alterations, replacements, or additions, except Tenant's Trade Fixtures and Equipment (defined below), made shall remain on and be surrendered with the Premises upon expiration or termination of this Lease, except that Landlord may elect, at the time it grants its consent to such alterations, to require Tenant to remove such alterations which Tenant may have made to the Premises upon expiration or termination of this Lease. If Landlord so elects, Tenant shall repair, at its own cost, any damage to the Premises caused by such removal. Tenant shall defend and indemnify Landlord against any lien or other claim with regard to alterations and shall reimburse Landlord for all expenses in connection with any such lien or claim, including attorneys' fees (see also section 10 regarding liens).

7. Trade Fixtures. Tenant may, at its expense, install, assemble or place in or on the Premises, and remove and substitute any items of machinery, equipment, furniture, furnishings, or other personal property used or useful in Tenant's use of the Premises ("Equipment" or "Trade Fixtures"), and title to same shall remain in Tenant. Trade Fixtures shall include, without

limitation, any and all items of personal property installed in, on, or about the Premises by Tenant.

8. Taxes. Tenant shall be responsible for and pay when due all taxes assessed during the term of this Lease against any leasehold or personal property of any kind owned or placed upon the Premises by Tenant. In addition, Tenant shall pay an amount equal to Tenant's percentage of all real property taxes and assessments levied, if any, assessed or imposed during the Term of this Lease upon the Property. Tenant shall pay to Landlord an amount each month which is equal to one-twelfth (1/12th) of the estimated real property taxes and assessments, which Landlord shall accumulate as a reserve account for the payment of said taxes and assessments when the same become due or payable. Landlord shall notify Tenant of the estimated monthly amount to be paid, and of any changes in the estimated amount, and Tenant shall pay Landlord such estimated amount at such time as and together with Tenant's Rent. When the actual taxes or assessments are determined each year, Landlord shall furnish to Tenant a statement showing in reasonable detail the computation of Tenant's share of such taxes and assessments and the charge or credit to Tenant for any difference between the actual amount and the estimated amount previously paid by Tenant; and any difference shall be paid or reimbursed within ten (10) days after Landlord gives Tenant notice thereof. Landlord shall reduce the monthly estimated amount in the event it is more than necessary to accumulate the required reserve fund. No interest or earnings shall be payable by Landlord to Tenant on any amount accumulated hereunder, and Landlord may commingle said reserve with other funds of Landlord, subject to the payment by Landlord of all such taxes and assessments when the same become due or payable. Landlord agrees that if there shall be any refunds or rebates on account of any such taxes paid by Tenant under the provisions of this Lease, such refund or rebate percentage applicable to the Premises shall belong to Tenant. Any such refunds or rebates received by Landlord shall be forthwith paid to Tenant. Landlord shall, upon request of Tenant, sign any receipt that may be necessary to secure payment of any such refund or rebate, and shall pay over to Tenant such refund or rebate as received by Landlord. Tenant shall have the right in its name, or the name of Landlord if required, to contest or review by administrative or legal proceedings all or any part of any tax that Tenant is required to pay hereunder so long as Landlord's interest in the Premises is not jeopardized. Landlord shall cooperate (at no cost or expense to either) in such ways as may be reasonably necessary to further any such contest or review proceeding by Tenant.

8.1 At such time as Project condominium units are created, Tenant's monthly payment obligations under this section 8 shall be based upon the actual taxes and assessments that are directly levied, assessed or imposed against the Premises; provided, however that Tenant shall also remain responsible for payment of Tenant's percentage of any unpaid or outstanding taxes and assessments that were levied, assessed or imposed against the Property prior to creation of the condominium unit.

9. Insurance and Indemnification.

9.1 Tenant Insurance. Tenant shall procure and maintain in full force and effect at all times during the Term, which includes the right for Tenant to provide such insurance through a self-insurance program, at Tenant's own expense, the following kinds of insurance:

9.1.1 Liability Insurance. Tenant shall obtain and keep in force during the Term of this Lease a policy of comprehensive public liability insurance including liquor liability insurance if alcoholic beverages are sold by Tenant, insuring against any and all contractual liability and any and all liability of Tenant with respect to or arising out of the use, occupancy, or maintenance of the Premises, including the Common Area. Landlord shall be named as an additional insured. Such insurance policy or policies shall be primary and shall have a combined single limit of not less than $1,000,000 (not less than $3,000,000 aggregate annual limit); the parties shall review this amount each five (5) years to determine if a higher level of coverage is then appropriate and customary. So long as the Tenant is the City of Vancouver, all or any portion of such required insurance may be provided pursuant to a self-insurance program. The Vancouver Housing Authority, Landlord and Subtenant shall be named as an additional insureds under such policy.

9.1.2 Casualty Insurance. Tenant shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Premises and all tenant improvements, including Tenant's Furniture, Fixtures and Equipment, in the amount of the full replacement value thereof in an all risk ("causes of loss special form") policy.

9.2 Additional Policy Terms. The policies of insurance required to be maintained under this Lease shall be with responsible companies licensed to do business in the State of Washington with an "A" or better rating by AM & Best. Any deductible amounts under any insurance policies required hereunder shall not exceed commercially reasonable amounts. Certificates of insurance (certified copies of the policies may be required) shall be delivered to the other party to this Lease prior to the Commencement Date and thereafter at least thirty (30) days prior to the date of any expiration or change of coverage. A party shall have the right to provide insurance coverage which it is obligated to carry pursuant to the terms hereof in a blanket policy provided such blanket policy expressly affords primary coverage to the Premises and to the other party as required by this Lease. Each policy of insurance shall include provision for notification to the other party at least thirty (30) days prior to any cancellation or modification to reduce the insurance coverage. In the event a party does not purchase and keep in force the insurance required by this Lease (or provide evidence of the same within twenty (20) days written notice), the other party may, but shall not be obligated to, purchase such insurance or some part of it and pay the premium and which shall be immediately due and payable from the party who failed to obtain or provide evidence of insurance. Tenant shall have the right to provide insurance coverage which it is obligated to carry pursuant to the terms hereof in a blanket policy, provided that such policy expressly affords primary coverage as required under this Lease.

9.3 Indemnification by Tenant. Tenant agrees to defend, indemnify and save Landlord harmless from all claims and demands of any and every character that may be made, presented, or allowed against Landlord by reason or on account of any bodily injury or death or damage to the property of a third party arising out of any activity of Tenant or of any officer, director, member, employee, volunteer, contractor, customer, invitee or agent of Tenant and Subtenant in the Premises, Tenant's and Subtenant's use, occupancy or maintenance or any condition of the Premises, excluding any such claim which may be caused by Landlord's negligence or willful misconduct.

9.4 Indemnification by Landlord. Landlord agrees to defend, indemnify and save Tenant harmless from all claims and demands of any and every character that may be made, presented, or allowed against Tenant by reason or on account of any bodily injury or death, or damage to the property of a third party, arising out of any activity of Landlord or of any officer, director, employee, or agent of Landlord on or about the Property, or any condition of the Property, excluding any such claim which may be caused by Tenant's negligence or willful misconduct.

9.5 Landlord Insurance. Landlord shall obtain and keep in force during the Term of this Lease a policy of comprehensive general liability insurance insuring Landlord against any liability for bodily injury and property damage arising out of the use or occupancy of the Property or maintenance of the Property and all areas appurtenant thereto. Such insurance shall have a combined single limit of not less than $1,000,000 (not less than $3,000,000 aggregate annual limit). Tenant and Subtenant shall be named as additional insureds under such policy. Landlord shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Property in the amount of the full replacement value thereof in an all risk ("causes of loss special form") policy with a full waiver of subrogation in favor of Tenant.

9.5.1 When the Project is condominiumized, Landlord shall cause the Condominium Association to carry full casualty and liability insurance consistent with the foregoing requirements and subject to the applicable terms and conditions of this Lease, including those set forth in section 9.5.

9.6 Tenant Payment Obligations. Tenant shall pay an amount equal to Tenant's percentage of all insurance policies obtained by Landlord to insure the Premises and the Project based on the total square footage of the Premises as a percent of the total square footage of the Project. Tenant shall pay to Landlord an amount each month which is equal to one-twelfth ($1/12^{th}$) of the estimated cost of such insurance, which Landlord shall accumulate as a reserve account for the payment of such insurance when the same becomes due or payable. Landlord shall notify Tenant of the estimated monthly amount to be paid, and of any changes in the estimated amount and Tenant shall pay Landlord such estimated amount at such time as and together with Tenant's Rent. The reserve account and funds shall otherwise be established, maintained and reconciled in the manner set forth under Section 8 and Exhibit "D".

10. Mechanic's Liens. Tenant shall keep the Premises and the Property free from all liens, including construction, mechanic's and material-men's liens, arising from any act or omission of Tenant or those claiming under Tenant including, but not limited to, work performed by Tenant and/or Subtenant pursuant to and subject to Section 6.4. If any mechanic's, materialmen's, contractor's or other liens are filed arising out of any work performed upon, or materials furnished to, the Premises at the request of Tenant, then Tenant shall promptly provide written notice to Landlord and remove or bond over any such lien.

11. Entry and Inspection; Reports. Tenant shall permit Landlord and its agents at all reasonable times during normal business hours after notice to Tenant and at any time in case of emergency, in such manner as to cause as little disturbance to Tenant as reasonably practical, to enter into and upon the Premises for the purpose of inspecting the same, protecting the interest of Landlord or posting notices of nonresponsibility (if authorized by state law). Tenant shall maintain all fiscal records relating to this Lease in accordance with sound accounting principles. Tenant shall submit such fiscal records relating to the immediately preceding calendar year to Landlord at least one time each year on the anniversary of this Lease, and from time to time upon the reasonable request of Landlord. In addition, Tenant shall maintain any other records pertinent to this Lease in such a manner as to clearly document Tenant's performance hereunder. All such fiscal records, books, documents, papers, plans, and writings shall be retained by Tenant and kept accessible for a minimum of three (3) years, except as required longer by law, following final payment and termination of this Lease, or until the conclusion of any audit, controversy or litigation arising out of or related to this Lease, whichever date is later.

12. Waiver of Subrogation. Without limiting the effect of any other waiver of or limitation on the liability of either party set forth herein, Landlord and Tenant hereby each waive their respective rights of recovery against the other for any loss of, or damage to, the property of the waiving party, to the extent that such loss or damage is caused by a casualty of the type that would be insured by an insurance policy required by this Lease to be in effect at the time of such loss or damage, or, if broader insurance is in effect, then of the type covered by such broader insurance. Each party shall obtain any special endorsements, if required by its insurer, whereby the insurer waives its rights of subrogation against the other party. This waiver applies notwithstanding the negligence of either party.

13. Assignment and Subletting. Except for and as provided in the Sublease, Tenant shall not directly or indirectly sell, assign, encumber, or otherwise transfer any of its interest in this Lease or the Premises, sublease all or any part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises without first obtaining Landlord's consent. No interest of Tenant in this Lease shall be assignable by involuntary assignment through operation of law, defined as (a) if Tenant is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes proceedings under the Bankruptcy Act in which Tenant is the bankrupt; or if Tenant is an unincorporated association or consists of more than one person or entity, if any partner, member or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors, subject to the notice provisions contained in section 16 below to the extent such bankruptcy is involuntary; (b) if a writ of attachment or execution is levied on this Lease; or (c) if in any proceeding or action to which Tenant is a party, ~~a receiver is appointed with authority to take possession of the Premises. No consent by~~ Landlord to any assignment, sublease, or encumbrance shall be a waiver of the requirement to obtain such consent with respect to any other or later assignment, sublease, or encumbrance. Acceptance of rent or other performance by Landlord following an assignment, sublease, or encumbrance, whether or not Landlord has knowledge of such assignment, sublease, or encumbrance, shall not constitute consent to the same nor a waiver of the requirement to obtain consent to the same. Tenant shall remain primarily liable after any assignment or sublease, including assignments or subleases, for the payment of Rent and other charges hereunder and the

performance of all of Tenant's obligations under this Lease, notwithstanding such assignment or subletting by Tenant. All transfers, assignments or subleases allowed under this Lease shall be in writing. Tenant shall retain records relating to all transfers, assignments and subleases for a period of at least three (3) years after expiration or earlier termination of such arrangement and shall make such records available to Landlord upon request. In the event there is a disagreement between the parties relating to any transfer, assignment or sublease of the Premises, or any portion thereof, either party may submit the matter to mediation, in accordance with Section 17.2 of this Lease.

13.1 If Tenant at any time desires to assign or sublet the Premises or any part thereof, to anyone other than Subtenant, Tenant shall first notify Landlord in writing of its desire to do so and offer Landlord (i) the right to recapture, at the square foot Rent for the space than applicable pursuant to this Lease or the Rent which Tenant proposed to obtain, whichever is lower, all or such part of the Premises that Tenant desires to assign or sublet; or (ii) the right to collect the amount of Rent which Tenant proposed to obtain that is in excess of the square foot Rent for the space then applicable pursuant to this Lease. Landlord shall have the option, to be exercised within fifteen (15) days from the date of the giving of such notice, to require Tenant to execute an assignment to Landlord of this Lease or a sublease to Landlord of the Premises or such portion thereof as Tenant desires to sublet, with the right of Landlord to sublet to others, or to anyone designated by Landlord. If Landlord exercises such option and such assignment or sublease is at the Rent specified in this Lease, Tenant shall be released of all further liability hereunder from and after the effective date of such assignment or sublease with respect to the Premises included therein. If Landlord does not exercise such option within such time, Tenant may thereafter assign this Lease or sublet the Premises designated in such notice, provided Landlord consents thereto but at a Rent not less than that offered to Landlord in such notice and not later than ninety (90) days after the giving of such notice (unless a further notice is given). If the Rent which Tenant proposed to obtain is greater than the Rent for the space then applicable under this Lease, Tenant shall pay Landlord the amount due Landlord, beginning on the first day of the month following the assignment or subletting of the Premises or portion thereof. Landlord's consent to such assignment or subletting of the Premises or any part thereof may be conditioned on Tenant providing a separate agreement, or an amendment of this Lease, setting forth terms and conditions of such assignment or sublease that are satisfactory to Landlord.

14. Damage or Destruction. If during the Term, the Premises or the Project or any part thereof shall be partially damaged or destroyed by fire, the elements, or other casualty or loss, Landlord shall promptly repair or restore the Premises and Project to substantially the same condition they were in immediately prior to the casualty. For purposes of this section 14, partial ~~damage or destruction shall mean less than fifty percent (50%) of either the Premises or the~~ Project. Landlord shall bear the cost of such repair or restoration unless the damage occurred from a risk which would not be covered by an insurance policy required pursuant to Section 9, and the damage was a result of the fault of Tenant, in which event Tenant shall bear the cost of such repair or restoration. If the Premises or the Project are fifty percent (50%) or more destroyed during the Term of this Lease by any cause, and the condominium units have not yet been created, Landlord shall promptly repair or restore the Premises and Project to substantially the same condition they were in immediately prior to the casualty. If the Premises or the Project

are fifty percent (50%) or more destroyed during the Term of this Lease by any cause, and the condominium units have been created, Landlord may elect to terminate this Lease as of the date of damage or destruction by notice given to Tenant in writing not more than forty-five (45) days following the date of damage. In such event, all rights and obligations of the parties shall cease as of the date of termination. In the absence of an election to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction so as to provide Tenant usable space equivalent in quantity and character to that before the damage or destruction. Work shall be commenced as soon as reasonably possible, and thereafter proceed without interruption, except for work stoppages on account of matters beyond the reasonable control of Landlord. From the date of damage until the Premises are restored or repaired, Rent shall be abated or apportioned according to the part of the Premises usable by Tenant, unless the damage occurred because of the fault of Tenant. Landlord shall bear the cost of such repairs unless the damage occurred from a risk which would not be covered by an insurance policy required pursuant to Section 9 with an endorsement for extended coverage and the damage was a result of the fault of Tenant, in which event Tenant shall bear the expense of the repairs. In the event Tenant is at fault for an insurable damage to the Premises or Project, Tenant shall be responsible for payment of the insurance deductible payment.

15. Eminent Domain. In the event that any portion (but less than all) of the Premises is taken as a result of condemnation or eminent domain proceedings or otherwise and the remaining portion of the Premises is sufficient to enable Tenant to conduct its business thereon, Landlord shall promptly restore the Premises as nearly as reasonably possible to the same specifications as existed prior to the taking. Tenant shall be entitled to claim and recover from the condemning authority compensation for any loss which Tenant may suffer, including loss of Tenant's Trade Fixtures and Equipment, moving expenses, business interruption, and loss of lease value. In the event of a partial taking as described above which is not sufficiently extensive to render the remaining Premises unsuitable for Tenant's business operations, this Lease shall continue except that all rental hereunder shall be reduced by a proportion equal to the percentage of the Premises taken. In the event of a taking of all or a portion of the Premises or Project which interferes with the ability of Tenant to use the Premises, then (a) all rental hereunder shall be abated in proportion to the interference, and (b) Tenant and Landlord shall each have the right to terminate this Lease by written notice to the other party. In such event, all rights and obligations of the parties shall cease as of the date of termination and Tenant shall have no claim against Landlord as a result of the condemnation.

In the event the entire Premises, or so much thereof that Tenant's business cannot be conducted from the remaining portion of the Premises, shall be appropriated or taken under the power of condemnation or by eminent domain, this Lease shall terminate and expire as of the date title or possession is taken by such condemning authority, in which event Tenant shall be entitled to claim and recover from the condemning authority compensation as described above. In such event, all rights and obligations of the parties shall cease as of the date of termination and Tenant shall have no claim against Landlord as a result of the condemnation.

15.1 Voluntary Sale. A voluntary sale by Landlord to any public body or agency having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a taking under the power of eminent domain for purposes of this subsection.

16. Default. Tenant shall be in default hereunder upon the occurrence of an Event of Default defined as: (i) the failure to pay any Rent or other amount payable hereunder within ten (10) days of written notice from Landlord of such failure; (ii) the filing by or against Tenant of a petition under any insolvency or bankruptcy law and in the case of an involuntary filing is not dismissed within sixty (60) days; (iii) the making by Tenant of a general assignment for the benefit of creditors; (iv) the breach by Tenant of the provisions of section 13 relating to assignment and subletting; or (v) the breach by Tenant of any other covenant, condition, or requirement under this Lease or the Sublease and a failure of Tenant to cure the same within thirty (30) days of written notice from Landlord, provided however that Tenant will not be in default if such breach cannot be reasonably cured within thirty (30) days and if Tenant commences action reasonably designed to cure within thirty (30) days and diligently pursues the cure thereof to completion. Notwithstanding (i) above, if Tenant receives two (2) such notices of failure to pay Rent in any calendar year, then for the remainder of the calendar year, if Tenant fails to pay rent payable hereunder within ten (10) days after the same is due, such failure shall be deemed an event of default without the necessity for notice as to the late payment.

17. Remedies; Mediation.

17.1 Remedies. Upon the occurrence of an Event of Default hereunder, Landlord shall have the option to do any one or more of the following, without further notice or demand, in addition to and not in limitation of any other remedy permitted hereunder or by law:

(a) Termination. Landlord may, by written notice to Tenant, terminate the Lease, in which event Tenant will immediately surrender the leased Premises to Landlord but if Tenant fails to do so, Landlord may, without further notice and without prejudice to any other remedy, enter and take possession of the Premises and remove Tenant and Tenant's property therefrom.

(b) Performance by Landlord. Landlord may perform or cause to be performed any of the obligations of Tenant hereunder and may enter the Premises to accomplish such purpose. Tenant agrees to reimburse Landlord on demand for any reasonable out-of-pocket expense which Landlord may incur in effecting compliance with the Lease on behalf of Tenant including court costs and attorneys' fees and interest at the Default Rate from the date of advance by Landlord until repaid.

(c) Other Remedies. Landlord shall have any other remedy which may be permitted by law, including the right to recover from Tenant all damages suffered by Landlord (including without limitation brokerage and other costs of reletting, if any) as a result of Tenant's default. Landlord shall credit against any amounts owed by Tenant under this subsection the actual net proceeds from any reletting for the remainder of the Term.

17.2 Mediation. If an alleged Event of Default or dispute occurs relating to the terms and conditions of this Lease, then either party may initiate formal mediation. The party desiring to initiate formal mediation shall give written notice (a "Mediation Notice") to the other party of its desire to initiate formal mediation and shall include in the Mediation Notice a list of not more than five (5) mediators who could preside over the mediation. Those mediators shall not be affiliated with any party to the dispute and shall hold themselves out as being engaged in the business of mediation. The party receiving the Mediation Notice shall then select one of the mediators from that list. If there are more than two (2) parties participating in the mediation and if there is disagreement among the parties receiving the Mediation Notice as to which mediator to select, then the names of the mediators shall be placed in a hat and one mediator's name drawn who shall serve as the mediator. All parties to the mediation shall share, on an equal basis, the cost of the mediation. After a mediator has been selected, each party shall provide a mediation memorandum to the mediator, which shall not be admissible into evidence in any subsequent arbitration or legal action. The mediator shall determine whether those mediation memoranda are shared with the other parties or simply used by the mediator for his or her own purposes. The parties shall use their best efforts to cause the mediation process to be completed within thirty (30) days following the date the Mediation Notice is given. If the dispute is resolved through mediation, then the resolution shall be confirmed in writing by all parties who participated in the mediation. Except for the determination as to who is responsible for paying the cost of the mediation, the mediation shall not be binding unless otherwise agreed upon by the parties.

17.3 Nonrecourse. Landlord and Tenant acknowledge that all liabilities of each party hereunder are corporate liabilities. No director, officer, official, employee or member of Landlord or Tenant shall be liable to the other party under this Lease or otherwise regarding the Premises. Notwithstanding the foregoing, each of the individuals executing this Lease on behalf of Tenant do hereby covenant and warrant that Tenant is a duly authorized and existing corporation, that Tenant has and is qualified to do business in the state in which the Premises are located, that Tenant has full right and authority to enter in to this Lease and that each and all of the individuals signing on behalf of Tenant are authorized to do so. Upon Landlord's request, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord confirming the foregoing covenants and warranties.

18. Surrender of Premises. Upon the expiration or sooner termination of the term hereof, Tenant shall surrender the Premises including without limitation all fixtures then upon the Premises (other than Trade Fixtures, as described above subject to the provisions of section 7 hereof), in as good condition as when received, except for reasonable wear and tear, damage from casualty or condemnation, and repairs which are the responsibility of Landlord. All of the same shall be the property of Landlord and shall be surrendered by Tenant without any injury, damage, or disturbance thereto; and Tenant shall not be entitled to any payment therefor. Tenant shall remove all personal property including without limitation all wallpaper, paneling, and other decorative improvements or fixtures installed during the Term or any extension thereof and shall perform all restoration made necessary by the removal of any alterations or Tenant's personal property before the expiration of the Term, reasonable wear and tear and damage from casualty excepted. Landlord can elect to retain or dispose of in any manner Tenant's personal property not removed from the Premises by Tenant prior to the expiration of the Term. Tenant shall be liable to Landlord for Landlord's costs for storage, removal, or disposal of Tenant's personal property.

19. Attorneys Fees. If Landlord becomes a party to any litigation concerning this Lease or the Premises, by reason of any act or omission of Tenant or any officer, director, employee, contractor, guest, invitee or agent of Tenant, Tenant shall be liable to Landlord for all reasonable attorneys fees and other out-of-pocket costs incurred by Landlord in connection with such litigation, including those incurred at and in preparation for arbitration, trial, appeal, or review; this provision shall also apply to all litigation and other proceedings in bankruptcy court, including litigation or proceedings involving issues unique to bankruptcy law. If Tenant becomes a party to any litigation concerning this Lease or the Premises, by reason of any act or omission of Landlord or any officer, official, employee or agent of Landlord, Landlord shall be liable to Tenant for all reasonable attorneys fees and other out-of-pocket costs incurred by Tenant in connection with such litigation, including those incurred at and in preparation for arbitration, trial, appeal, or review, this provision shall also apply to all litigation and other proceedings in bankruptcy court, including litigation or proceedings involving issues unique to bankruptcy law. In the event of litigation between Tenant and Landlord, the prevailing party shall be entitled to recover from the losing party all costs and attorneys fees incurred both at and in preparation for arbitration, trial, and any appeal or review; this provision shall also apply to all litigation and proceedings in bankruptcy court, including litigation or proceedings involving issues unique to bankruptcy law. If Landlord employs a collection agency to recover delinquent charges, Tenant agrees to pay all reasonable collection agency and attorneys fees charged to Landlord in addition to rent, late charges, interest, and other sums payable under this Lease.

20. Holding Over. If Tenant holds over after the expiration of the Lease term, with or without the express or implied consent of Landlord, the tenancy shall be from month to month only, and not a renewal of the Lease or an extension for any further term, and the month-to-month tenancy shall be subject to every other term, covenant, and agreement contained herein, except that the Rent (including the Rent and the Percentage Rent, if any) shall be an amount equal to one hundred twenty-five percent (125%) of the Rent otherwise payable by Tenant immediately prior to such holding over. Nothing contained in this section shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord upon the expiration of the Lease term or earlier termination of this Lease or of Tenant's right of possession.

21. Subordination. This Lease shall be subject and subordinate to any encumbrances and to any extensions or renewals thereof which are now or may hereafter be placed by Landlord upon the Premises. Promptly upon requests by Landlord, Tenant shall execute and deliver any instrument which may be reasonably required by Landlord or its current or prospective lender or the holder of the secured party's interest in any loan (collectively "Mortgagee") with regard to the Premises in confirmation of such subordination. Notwithstanding the foregoing, the parties agree that Landlord shall make such efforts as may be reasonable under the circumstances to provide that no assignment or transfer of Landlord's rights hereunder to a lending institution as collateral security in connection with such a mortgage and no foreclosure sale resulting from the default of Landlord in the performance of their respective obligations assumed in connection with such a mortgage shall affect Tenant's right to possession, use and occupancy of the Premises so long as Tenant shall not be in default under any of the terms and conditions of this Lease.

22. Nondisturbance and Attornment. Provided that an Event of Default does not then exist and except as otherwise expressly provided in this Lease, Landlord agrees on behalf of itself and any successor in interest of Landlord, including a purchaser in a sale or foreclosure proceeding, a successor by merger or reorganization, or a receiver, trustee in bankruptcy, or other successor in a bankruptcy or similar proceeding, that this Lease and the estate hereby created shall not be terminated, and that Tenant's possession or enjoyment of the Premises shall not be interfered with by Landlord or any such successor, or in any proceeding involving Landlord or any such successor, it being the express intention of Landlord and Tenant that Tenant shall not be disturbed in its possession and use of the Premises under this Lease for any reason other than the expiration or termination of this Lease in accordance with its terms.

23. Estoppel Certificates. Either party shall at any time and from time to time (but not more often than once per year, except in connection with a financing, sale, or assignment of the requesting party's interest in this Lease) upon written notice by the other party execute, acknowledge, and deliver to the requesting party within fifteen (15) days of receipt of the request a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), the dates to which the minimum monthly rent has been paid in advance, if any, stating whether or not, to the best knowledge of the certifying party, the other party is in default in the performance of any covenant, agreement, or condition contained in this Lease and, if so, specifying each such default of which the certifying party may have knowledge, and containing such other information as is reasonably requested by or through the requesting party. The party requesting the estoppel certificate shall be responsible for preparing and submitting the certificate to the other party. All costs associated with such preparation and delivery shall be borne by the requesting party. In the event more than one request is made by the requesting party during any twelve (12) consecutive month period, the requesting party shall pay the costs incurred by the responding party for the second and all subsequent such requests, including but not limited to the responding party's attorney fees.

24. Additional Conditions. Tenant shall have the right to terminate this Lease by written notice given to Landlord at any time prior to the date upon which all of the following conditions in favor of Tenant are satisfied. The parties shall use good faith efforts to satisfy these conditions, or to determine that the same are not satisfied, in a prompt manner; however, no party is required to accept any document or resolution of any condition which is not acceptable to such party, in its discretion. If all of these conditions are not satisfied, or waived in writing by Tenant on or before August 110, 2003, then Tenant shall have the right to terminate this Lease by written notice given at any time following August 10, 2003, and before satisfaction or waiver of all of the conditions under this Section 24.

(a) The parties shall execute a Memorandum of this Lease in the form of Exhibit "E".

(b) Landlord shall deliver to Subtenant an Option to Purchase the Premises (subject to condominium creation) in form reasonably acceptable to Subtenant. Subtenant's consent shall not be unreasonably withheld.

(c) Landlord shall deliver to Tenant and Subtenant a fully executed Consent to Sublease in the form of Exhibit "F" to this Lease and the same shall be recorded.

(d) Landlord shall deliver to Tenant and Subtenant a Declaration, Articles, Bylaws, and other documents of the Condominium in form reasonably acceptable to Subtenant. Subtenant's consent shall not be unreasonably withheld.

25. Hazardous Substances.

25.1 Presence and Use of Hazardous Substances. Without the prior written consent of Landlord, Tenant shall not cause or permit any Hazardous Substances to be brought upon, kept, or used in or about the Premises by its officers, directors, agents, employees, contractors, guests, or invitees. Notwithstanding the above, Tenant shall have the right to use and store such Hazardous Substances routinely required for Tenant's use of the Premises in quantities customarily kept on hand for such use. Any Hazardous Substances permitted on the Premises as provided herein and all containers therefore shall be used, kept, stored, and disposed of in a manner that complies with all federal, state, and local laws or regulations applicable to such Hazardous Substance.

25.2 Reporting and Liability. Tenant hereby agrees that it shall be fully responsible for all costs and expenses relating to Tenant's use, storage, and disposal during the Term of Hazardous Substances on the Premises, provided, however, that Tenant shall not be responsible for any costs or expenses relating to the use, storage, or disposal of Hazardous Substances on or about the Premises by Landlord, or Landlord's predecessors or successors or the employees, agents, or contractors of the foregoing. Each party shall give notice to the other party of any citation or notice received by such party from any federal, state, or local authority alleging the violation of any such law or regulation pertaining to the Premises. Tenant shall indemnify, defend, and hold harmless Landlord, from and against all claims, causes of action, losses, damages, costs, response costs and expenses, liabilities, and other expenses caused by, arising out of, or in connection with, the generation, release, handling, storage, discharge, transportation, deposit, or disposal in, on, under, or about the Premises by Tenant or any of its officers, directors, employees, agents, independent contractors, guests, or invitees of the following (collectively referred to as "Hazardous Substances"): hazardous materials, hazardous substances, ultrahazardous materials, toxic wastes, toxic substances, pollutants, radioactive materials, petroleum products, underground tanks, oils, pollution, asbestos, PCB's, materials, or contaminants, as those terms are commonly used or as defined by any present or future federal, state, and/or local law or regulation related to protection of health or the environment, including but not limited to the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. (6901 *et. seq.*)); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. (9601, *et. seq.*)); the Toxic Substances Control Act (15 U.S.C. (2601, *et. seq.*)); the Clean Water Act (33 U.S.C. (1251, *et. seq.*)); the Clean Air Act (42 U.S.C. (7401 *et. seq.*)); amendments to the foregoing; and/or any rules and regulations promulgated thereunder.

25.3 Landlord Assurances. Landlord represents that, to the actual knowledge of Landlord, the Premises are free from Hazardous Substances. Landlord shall take all steps required, and shall defend and indemnify Tenant regarding all claims and costs associated with, any contamination of the Premises or any other part of the Property or any other real property by Hazardous Substances now or hereafter existing at, brought onto or released from the Property other than by Tenant.

26. Right of Landlord to Perform. All covenants and agreements to be performed by Tenant under any of the terms of this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any abatement of Rent. If Tenant shall fail to pay any sum of money, other than Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder after written notice and expiration of any applicable cure periods as provided in section 16 above, Landlord may, but shall not be obligated to, and without waiving or releasing Tenant from any obligations of Tenant, make any payment or perform any other act on Tenant's part to be made or performed hereunder. Tenant shall, promptly and upon demand therefor by Landlord, reimburse Landlord for all sums paid by Landlord together with interest thereon at the Default Interest Rate and all necessary incidental costs, and Landlord shall have the same rights and remedies in the event of the failure by Tenant to pay these amounts as Landlord would have in the event of a default by Tenant in the payment of rent.

27. Notices. All notices, demands, and requests required by this Agreement shall be in writing and shall be deemed to have been given or made for all purposes (i) upon personal delivery, (ii) one (1) business day after being sent, when sent by professional overnight courier service, or (iii) five (5) business days after mailing, when sent by registered or certified mail return receipt requested to the parties as set forth in this section 27 or at such other addresses as any party may designate by notice pursuant to this section 27.

Landlord:	Esther Short Commons, LP Attn: General Partner 2500 Main Street, Suite 100 Vancouver, Washington 98660
Tenant:	City of Vancouver Attn: City Attorney 210 E. 13th Street Vancouver, Washington 98660

28. Quiet Enjoyment. Tenant, upon paying all rent provided in this Lease and other charges and observing and keeping the covenants, agreements, and conditions of this Lease on its part to be kept, shall lawfully and quietly hold, occupy, and enjoy the Premises during the Term without hindrance or molestation of anyone lawfully claiming by, through, or under Landlord.

29. Brokers. Landlord, and Tenant each represent and warrant they have not engaged any broker, finder, or other person who would be entitled to any commission or fee in respect to the

execution of this Lease and each of the parties agree to indemnify and hold harmless the other against and in respect of any and all losses, liabilities, or expenses which may be incurred by the other as a result of any claim which may be asserted by any such broker, finder, or other person on the basis of any arrangement or agreements made or alleged to have been made on behalf of such party.

30. Force Majeure. Any prevention, delay, or stoppage due to strikes, lockups, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance of such party for a period equal to any such prevention, delay, or stoppage, except any payment obligations required to be paid pursuant to this Lease; provided, the right of Tenant to terminate this Lease for a failure of the Commencement Date to occur by the outside date for the Commencement Date pursuant to subsection 2.1 above shall not be extended.

31. Interpretation.

31.1 Successors. Subject to the provisions of this Lease relating to assignment and subletting, this Lease is intended to and does bind the heirs, executors, administrators, successors, subtenants and assigns of any and all of the parties hereto.

31.2 Relationship. Nothing contained in the Lease shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or partnership or joint venture between the parties, it being understood and greed that no provisions herein, or any acts of the parties hereto, shall be deemed to create any relationship between the parties other than the relationship of Landlord and Tenant.

31.3 Time. Time is of the essence of this Lease.

31.4 Governing Law. This Lease shall be governed by and interpreted in accordance with the laws of the State of Washington.

31.5 Savings Clause. If any term or provision of this Lease shall be held invalid or nonenforceable to any extent, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

31.6 Waiver. No delay or omission in the exercise of any right or remedy by Landlord or Tenant shall impair such right or remedy or be construed as a waiver. No act or conduct of Landlord, including without limitation acceptance of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the term. Either party's consent to or approval of any act by the other party requiring such party's consent or approval shall not be deemed to waive or render unnecessary such party's consent to or approval of any subsequent act by the other party. Any waiver by Landlord or Tenant of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease. No payment or performance by Tenant, whether or not made "under protest," shall be a waiver of any right of Tenant or of any then-existing failure or default on the part of Landlord (whether or not known to Tenant).

31.7 Integration. This Lease, together with the Exhibits hereto and the documents referenced in section 24 above, constitutes the entire and exclusive agreement between Landlord and Tenant relating to the Premises. This Lease may be altered, amended, or revoked only by an instrument in writing signed by both parties.

31.8 Counterparts. This Lease may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement.

31.9 General Rule of Construction. This Lease shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted.

31.10 Lease Execution and Change. It is understood and agreed that until this Lease is fully executed and delivered by authorized representatives of both Landlord and Tenant there is not and shall not be an agreement of any kind between the parties hereto.

31.11 Survival. The indemnification obligations and other liabilities of the parties shall survive expiration or termination hereof.

31.12 Warranty of Authority. Each person executing this Lease represents and warrants that he or she is a party hereto or an agent of a party hereto, duly authorized to execute this Lease on behalf of his or her principal, and to bind his or her principal to the performance of the principal's obligations hereunder.

LANDLORD:

VANCOUVER HOUSING AUTHORITY

By: [signature]
Name: Nancy T. Hubbard
Title: Acting Chief Operations Officer

APPROVED AS TO FORM:

By: [signature]
Name: Jillian R. Bruce
Title: Attorney

TENANT:

CITY OF VANCOUVER, WASHINGTON, a Washington municipal corporation

By: [signature]
Name: Pat McDonnell
Title: City Manager

APPROVED AS TO FORM:

By: [signature]
Name: Ted H. Gathe
Title: City Attorney

ATTEST:

[signature]
Paul Lewis, City Clerk

Master Lease
24907/00001/jrb/(draft_4)(09 July 2003)

Exhibits:
A - Legal Description of Land
B - Premises

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Nancy Hubbard is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the Acting COO of the Vancouver Housing Authority to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 7-28, 2003

MARY L. WHITE
COMMISSION EXPIRES
NOTARY
PUBLIC
NOVEMBER 8, 2003
STATE OF WASHINGTON

Mary White
Notary for State of Washington
Residing at Vancouver
My Commission Expires
11-8-03

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Pat McDonnell is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the City Manager of City of Vancouver, Washington, to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 7-28, 2003.

Mary L. White
Notary Public for Washington

MARY L. WHITE
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
NOVEMBER 8, 2003

MARY L. White
(Printed or Stamped Name of Notary)
Residing at Vancouver
My commission expires: 11-8-03

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT A

LEGAL DESCRIPTION

All of Block 32 and all, except the West 130 feet, of Block 40, TOWN OF VANCOUVER, commonly known as WEST VANCOUVER, according to the plat thereof, recorded in Volume A of Plats, Page 84, records of Clark County, Washington.

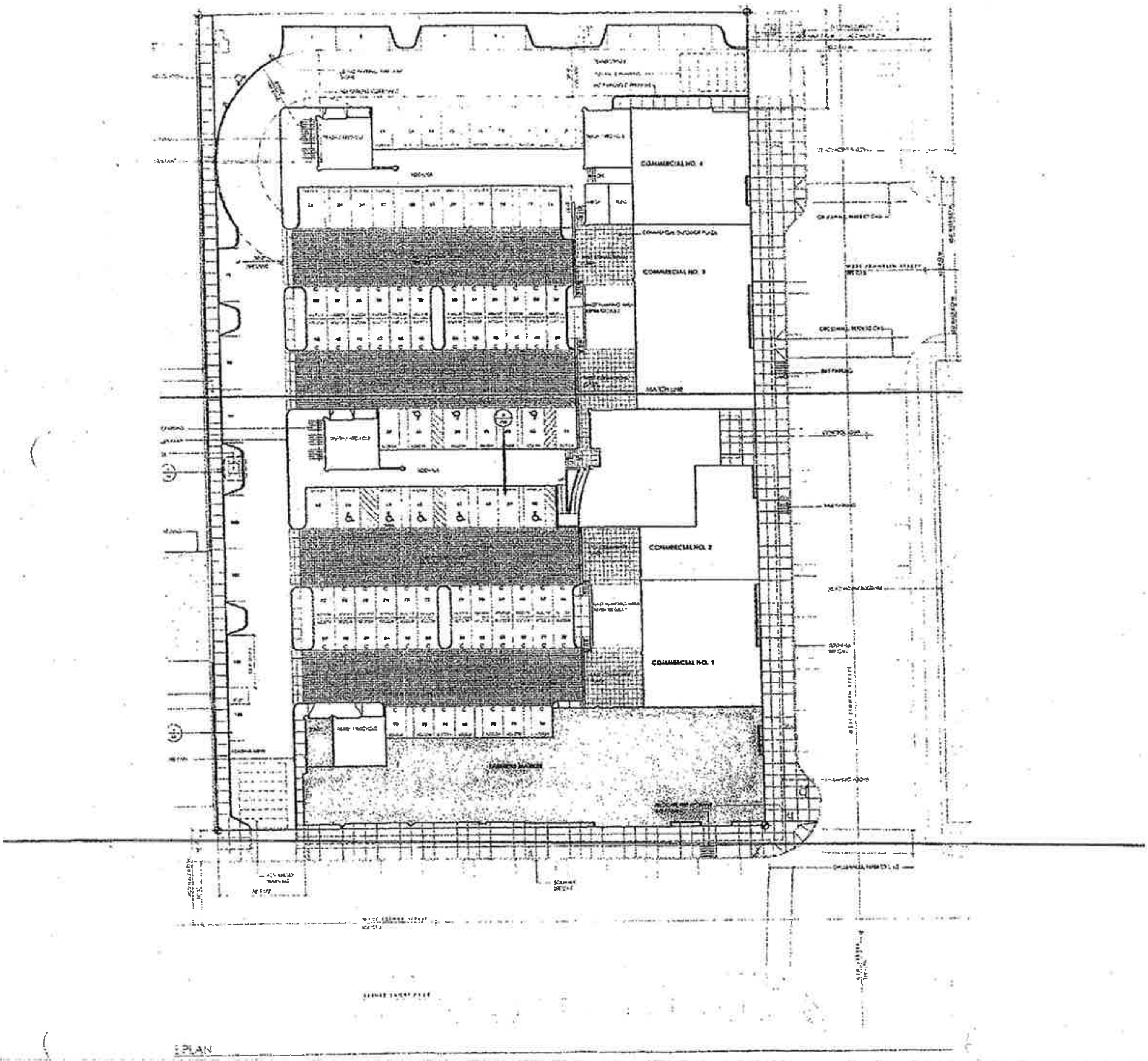
TOGETHER WITH vacated Franklin Street, formerly "F" Street, from the North line of vacated West 7th Street to the South line of West 8th Street and the North 40 feet of vacated West 7th Street from the West line of Esther Street, formerly "E" Street, to a line parallel with and 130 feet East of the East line of Grant Street, formerly "G" Street.

EXHIBIT B

PREMISES

EXHIBIT B

PREMISES



First Amendment to Lease

WHEREAS, The City of Vancouver ("Lessee") leased from Esther Short Commons ("Lessor") property located at 505 West 8^{th} Street, Vancouver for a period commencing April 1, 2003 and ending on June 31, 2034; and

WHEREAS, the parties desire to amend certain conditions and exceptions as specified herein; now

THEREFORE, Lessee and Lessor agree that Section 5.1 of the Lease is deleted and replaced with a new Section 5.1 which shall read as follows:

Normal business hours for use of the Premises shall be from 5:30 am to 10:00 pm; provided, however, that use of the Premises outside of those hours ("After Hours Use"), by an all hours fitness facility subtenant only, shall not be limited if and only if such After Hours Use does not disturb other occupants of the Project. Lessee shall be fully responsible for taking immediate action in the event of complaints by other residents of the Project or law enforcement officials due to such After Hours Use. Additionally, Lessee shall defend, indemnify and reimburse Lessor for any and all losses or costs suffered or incurred by Lessor as a result of any such complaints or claims by other Project residents and for any security issues related to the fitness facility, regardless of whether or not legal action is instituted.

Except as provided herein, all other provisions of the Lease, including the remainder of Section 5.1 shall remain in full force and effect, as written.

Dated: 2/27/09

LESSEE:
City of Vancouver, a municipal corporation

Pat McDonnell
Pat McDonnell, City Manager

LESSOR:
Esther Short Commons Limited Partnership

Roy A. Johnson
~~Diane Stiles~~ Roy A. Johnson

Approved as to form:

Ted H. Gathe
Ted H. Gathe, City Attorney

Attest:

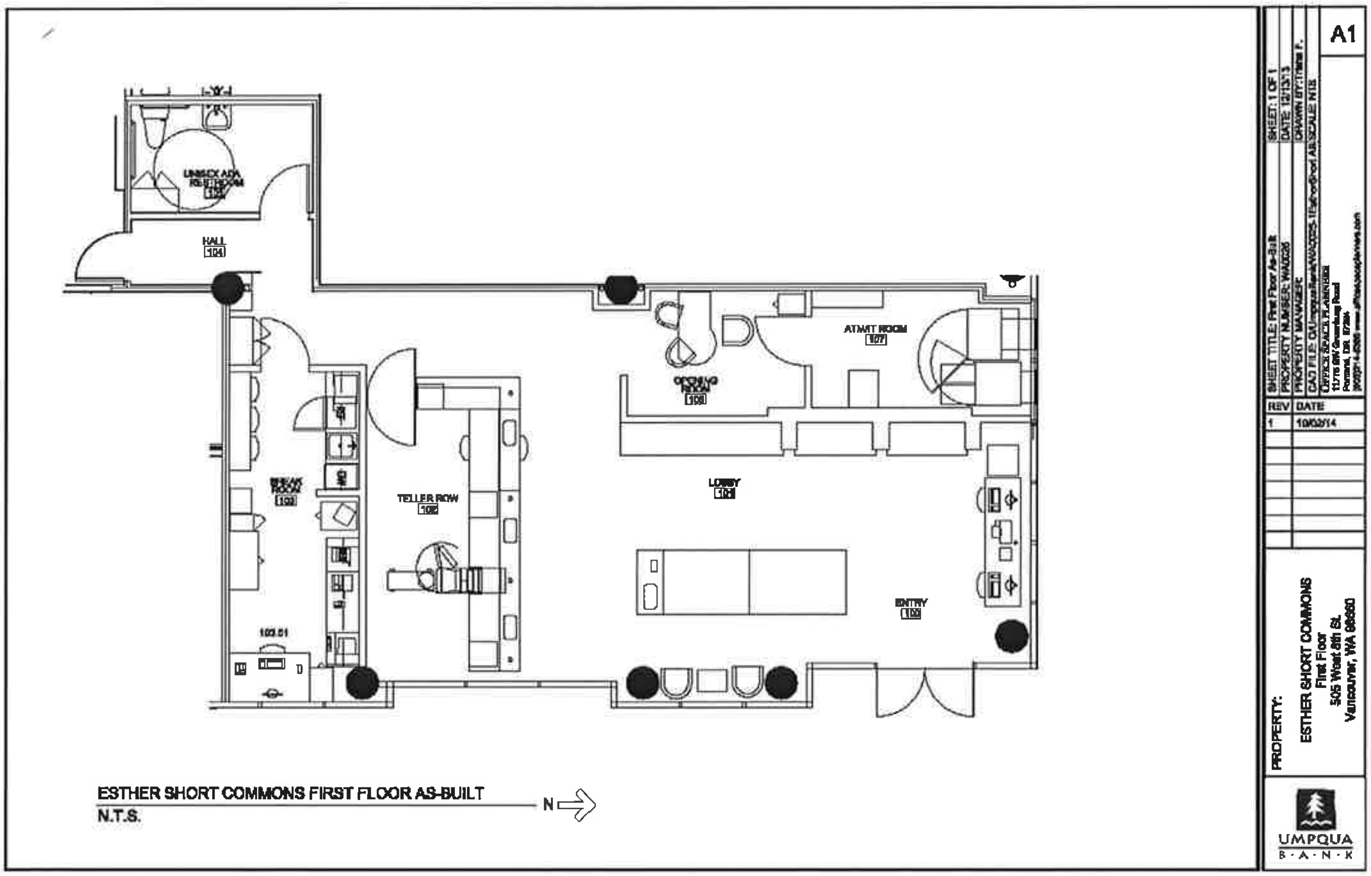
Carrie Lewellen
R. Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk

E8021901/MN:MW

SUBLEASE AGREEMENT

EXHIBIT "B"

Premises



SUBLEASE AGREEMENT

EXHIBIT "C"

Sublessee's Work

Electrical Work:

-Wire one dedicated 30 amp 208 volt circuit (210V not available) from D QO service panel to the coffee counter.
-Utilize one of the existing circuits at the counter to provide dedicated 20 amp 120V power.
-Utilize one of the other existing circuits and change it to 20 amp 208V
-Utilize remaining circuits at the counter to power convenience receptacles and at least one duplex for the point of sale location.
-Take power from the adjacent break room directly behind the service are and wire two receptacles for equipment.
-Provide extra convenience outlets for customers at 3-5 locations in seating area -clean up electrical work in proposed roasting room.
-Provide dedicated 20 amp circuit for the proposed walk in cooler in current "break room"

Plumbing Work

-Provide access to water at two locations on coffee counter
-Provide proper drainage from all sinks/equipment to grease interceptor
-Provide water and plumb for hand washing sink
-Provide water and plumb for "dump sink"
-Plumb for 3-compartment sink
-attach grease interceptor to existing drain pipe to the sewer
-move bathroom sink to be ADA compliant

SUBLEASE AGREEMENT

EXHIBIT "D"

Date: ______________________________

To: Sublessee: Kafiex Roasters and
Sublessor: City of Vancouver

MASTER LESSOR'S CONSENT TO SUBLEASE

The undersigned Master Lessor, Landlord under the Master Lease, hereby consents to the foregoing Sublease without waiver of any restriction in the Master Lease concerning further assignment or subletting. Master Lessor certifies that, as of the date of Master Lessor's execution hereof, Sublessor is not in default or breach of any of the provisions of the Master Lease, and that the Master Lease has not been amended or modified as expressly set forth in the foregoing Sublease.

It is, however, expressly understood and agreed that this consent in no way relieves Tenant of any liability or duty and that you shall remain liable for the prompt payment of all rent reserved in the Master Lease and the keeping and performance of all conditions and covenants thereof to be kept and performed by Tenant thereunder, anything in the sublease to the contrary notwithstanding. The undersigned expressly reserves the right to consent to any further or additional subleases.

Master Lessor: ESTHER SHORT COMMONS LIMITED PARTNERSHIP
Attn: General Partner
2500 Main Street, Suite 100
Vancouver, WA 98660

By: ______________________________

Its: ______________________________

Date: ______________________________

Item #5.

Staff Report 087-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/11/2018

SUBJECT Approval of leases of aquatic lands from Washington Department of Natural Resources (DNR) and sublease of seating area to Gramor

Key Points

- Approval of the lease of aquatic lands from the Washington State Department of Natural Resources is necessary for Waterfront Park development.
- Approval of sublease of seating area is necessary for Waterfront restaurant operation.

Strategic Plan Alignment

Goal 4: Ensure that Vancouver's parks and trails system is the highest quality and most complete in the region.

Goal 7: Build on our status as the largest city on the Columbia River by strengthening connections to the river and the waterfront.

Present Situation

The City and DNR have had a lease of the aquatic lands fronting the Waterfront development site for years. That lease is being replaced by the lease accompanying this staff report. The new lease extends the term of the lease for thirty years and allows use of the aquatic lands for public recreations and a limited defined amount of outdoor restaurant seating. There is a modest amount of rent charged for the seating (approximately $4,000 per year).

The sublease allows the developer of the restaurant on Block 9 to utilize a small amount of the aquatic lands (approximately 1,000 square feet) for outdoor seating. The rent paid to DNR is recovered by the City through the sublease.

Advantage(s)
Allows for outdoor recreation on the Waterfront Park and provides for some outdoor seating for restaurant patrons.

Disadvantage(s)
None.

Budget Impact
This transaction is net neutral to the City. The current Parks budget is sufficient to cover the DNR lease. The rent the City pays is recovered from the developer.

Prior Council Review
None.

Action Requested
Approve the aquatic lands lease between the City and DNR and the sublease between the City and Gramor Investments, LLC, and authorize the City Manager or his designee to execute the same.

Linda Carlson, Property Management Specialist, 487-8423

ATTACHMENTS:

- Lease
- Sublease
- Sublease Exhibits

When recorded, return to:
City of Vancouver
Linda Carlson
PO Box1995
Vancouver, WA 98668-1995

HILARY S. FRANZ
COMMISSIONER OF PUBLIC LANDS

AQUATIC LANDS LEASE

Lease No. 22-B02524

Grantor: Washington State Department of Natural Resources
Grantee(s): City of Vancouver
Abbreviated Legal Description: NW1/4, SW1/4, and SW1/4, SW1/4, of Section 27 and the NE1/4, SE1/4, and SE1/4, SE1/4, of Section 28, Township 2 North, Range 1East, W.M.
Assessor's Property Tax Parcel or Account Number: Not Applicable
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this lease: 502180000

THIS LEASE is between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and CITY OF VANCOUVER**,** a government agency ("Tenant").

BACKGROUND

Tenant desires to lease the aquatic lands commonly known as Columbia River which is a harbor area located in Clark County, Washington, from State, and State desires to lease the property to Tenant pursuant to the terms and conditions of this Lease. State has authority to enter into this Lease under Chapter 43.12, Chapter 43.30 and Title 79 of the Revised Code of Washington (RCW).

THEREFORE, the Parties agree as follows:

SECTION 1 PROPERTY

1.1 Property Defined.

(a) State leases to Tenant and Tenant leases from State the real property described in that Record of Survey, recorded in Clark County, Washington on October 19, 2007 in Book 58 of Surveys at Page 54, together with all the rights of State, if any, to improvements on and easements benefiting the Property, but subject to the exceptions and restrictions set forth in this Lease (collectively the "Property").

(b) This Lease is subject to all valid interests of third parties noted in the records of Clark County, or on file in the Office of the Commissioner of Public Lands, Olympia, Washington; rights of the public under the Public Trust Doctrine or federal navigation servitude; and treaty rights of Indian Tribes.

(c) This Lease does not include a right to harvest, collect, or damage natural resources, including aquatic life or living plants; water rights; mineral rights; or a right to excavate or withdraw sand, gravel, or other valuable materials**.**

(d) State reserves the right to grant easements and other land uses on the Property to others when the easement or other land uses will not interfere unreasonably with the Permitted Use.

1.2 Survey and Property Descriptions.

(a) Tenant represents that the Record of Survey referenced in Paragraph 1.1 of this Lease is a true and accurate description of the Property boundaries.

(b) Tenant shall submit an updated Record of Survey for State's acceptance within 365 days of the Commencement Date. Upon State's written acceptance of the updated Record of Survey, the updated Record of Survey shall supersede the Record of Survey referenced in Paragraph 1.1 of this Lease.

(c) Tenant's submission of the updated Record of Survey shall constitute a warranty that the updated Record of Survey is a true and accurate description of the Property boundaries and the improvements existing on the Property . Tenant's obligation to provide a true and accurate description of the Property boundaries and the improvements existing on the Property in the updated Record of Survey is a material term of this Lease.

(d) At Tenant's expense, and no later than thirty (30) days after receiving State's written acceptance of the updated Record of Survey, Tenant shall record the updated Record of Survey in the County in which the Property is located. Tenant shall provide State with recording information, including the date of recordation and the file number, within fifteen (15) days after recording the final record of survey.

(e) State's acceptance of the Record of Survey referenced in Paragraph 1.1 or the updated Record of Survey does not constitute agreement that either Record of Survey accurately reflects the actual amount of land used by Tenant. Tenant's use or occupancy of any state-owned aquatic lands outside the Property boundaries is a material breach of this Lease and State may seek remedies under Section 14 of this Lease in addition to any other remedies afforded by law or equity or otherwise.

1.3 Inspection. State makes no representation regarding the condition of the Property, improvements located on the Property, the suitability of the Property for Tenant's Permitted Use, compliance with governmental laws and regulations, availability of utility rights, access to the Property, or the existence of hazardous substances on the Property. Tenant inspected the Property and accepts it "AS IS."

SECTION 2 USE

2.1 Permitted Use. Tenant shall use the Property for:

Public Access, bank stabilization, and outdoor seating for restaurant use within the Waterfront Park Harbor Lease area. (the "Permitted Use"), and for no other purpose.

This is a mixed use, with 305,740 square feet of public use and access and 1,060 square feet of nonwater-dependent use for a total lease area of 306,800 square feet. The use of outdoor seating is limited to 1060 square feet. Exhibit A describes the Permitted Use in detail. The Permitted Use is subject to additional obligations in Exhibit A.

2.2 Restrictions on Permitted Use and Operations. The following limitations and requirements apply to the Property and adjacent state-owned aquatic land. Tenant's compliance with the following does not limit Tenant's liability under any other provision of this Lease.

(a) Tenant shall not cause or permit:
  - (1) Damage to natural resources**,**
  - (2) Waste, or
  - (3) Deposit of material, unless approved by State in writing**.** This prohibition includes deposit of fill, rock, earth, ballast, wood waste, refuse, garbage, waste matter, pollutants of any type, or other matter.

(b) Tenant shall not cause or permit grounding, scour, or damage to aquatic land and vegetation**.** This prohibition includes the following limitations:
  - (1) Tenant shall not pressure wash or clean any equipment, machinery, or floating or fixed structures within the boundaries of the Property or on any adjacent state-owned aquatic land.

(c) Except as expressly permitted in Exhibit A, Tenant shall not construct new bulkheads or place hard bank armoring.

(d) Tenant shall avoid damage caused by propeller wash from vessels.

(e) Nothing in this Lease shall be interpreted as an authorization to dredge the Property. Tenant may submit an application in writing to State for a right of entry to authorize dredging. Except as permitted under the terms of a written right of entry issued by.State pursuant to Tenant's application, Tenant shall not cause or permit dredging on the Property. State will not approve an application for a right of entry for dredging unless:

(1) The proposed dredging is required for flood control, maintenance of existing vessel traffic lanes, or maintenance of water intakes;

(2) The proposed dredging is consistent with State's management plans, if any; and

(3) State determines the dredging proposal is otherwise in the best interest of the State. Tenant shall maintain authorized dredge basins in a manner that prevents internal deeper pockets.

2.3 Conformance with Laws. Tenant shall, at all times, keep current and comply with all conditions and terms of permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding Tenant's use or occupancy of the Property.

2.4 Liens and Encumbrances. Unless expressly authorized by State in writing, Tenant shall keep the Property free and clear of liens or encumbrances arising from the Permitted Use or Tenant's occupancy of the Property.

SECTION 3 TERM

3.1 Term Defined. The term of this Lease is Thirty (30) years (the "Term"), beginning on the 1st day of May, 2018 (the "Commencement Date"), and ending on the 31st day of April, 2048 (the "Termination Date"), unless terminated sooner under the terms of this Lease.

3.2 Renewal of the Lease. This Lease does not provide a right of renewal**.** Tenant may apply for a new lease, which State has discretion to grant. Tenant must apply for a new lease at least one (1) year prior to Termination Date**.** State will notify Tenant within ninety (90) days of its intent to approve or deny a new Lease

3.3 End of Term.

(a) Upon the expiration or termination of this Lease, Tenant shall remove Improvements in accordance with Section 7, Improvements, and surrender the Property to State in the same or better condition as on the Commencement Date, reasonable wear and tear excepted.

(b) Definition of Reasonable Wear and Tear.

(1) Reasonable wear and tear is deterioration resulting from the Permitted Use that has occurred without neglect, negligence, carelessness, accident, or abuse of the Property by Tenant or any other person on the premises with the permission of Tenant.

(2) Reasonable wear and tear does not include unauthorized deposit of material prohibited under Paragraph 2.2 regardless of whether the deposit is incidental to or the byproduct of the Permitted Use.

(c) If Property is in worse condition, excepting for reasonable wear and tear, on the surrender date than on the Commencement Date, the following provisions apply.

(1) State shall provide Tenant a reasonable time to take all steps necessary to remedy the condition of the Property. State may require Tenant to enter

into a right-of-entry or other use authorization prior to the Tenant entering the Property if the Lease has terminated.

(2) If Tenant fails to remedy the condition of the Property in a timely manner, State may take steps reasonably necessary to remedy Tenant's failure. Upon demand by State, Tenant shall pay all costs of State's remedy, including but not limited to the costs of removing and disposing of material deposited improperly on the Property, lost revenue resulting from the condition of the Property, and administrative costs associated with the State's remedy.

3.4 Holdover.

(a) If Tenant remains in possession of the Property after the Termination Date, the occupancy will not be an extension or renewal of the Term. The occupancy will be a month-to-month tenancy, on terms identical to the terms of this Lease, which either Party may terminate on thirty (30) days' written notice.

(1) The monthly rent during the holdover will be the same rent that would be due if the Lease were still in effect and all adjustments in rent were made in accordance with its terms.

(2) Payment of more than the monthly rent will not be construed to create a periodic tenancy longer than month-to-month. If Tenant pays more than the monthly rent and State provides notice to vacate the property, State shall refund the amount of excess payment remaining after the Tenant ceases occupation of the Property.

(b) If State notifies Tenant to vacate the Property and Tenant fails to do so within the time set forth in the notice, Tenant will be a trespasser and shall owe the State all amounts due under RCW 79.02.300 or other applicable laws.

SECTION 4 RENT

4.1 Annual Rent.

(a) Until adjusted as set forth below, Tenant shall pay to State an annual rent of Four Thousand, Twenty Four Dollars and 19 Cents ($4,024.19), consisting of Zero Dollars ($0.00) related to the public use and access and Four Thousand, Twenty Four Dollars and 19 Cents ($4,024.19) related to the nonwater-dependent use.

(b) The annual rent, as it currently exists or as adjusted or modified (the "Annual Rent"), is due and payable in full on or before the Commencement Date and on or before the same date of each year thereafter. Any payment not paid by State's close of business on the date due is past due.

(c) Public Use and Access**.** This Lease allows for free or reduced rent for public use and access that meets the requirements of WAC 332-30-131. Any area that fails to meet the requirements of WAC 332-30-131(4) will be subject to either water-dependent or non-water dependent rent based on the type of use.

4.2 Payment Place. Tenant shall make payment to Financial Management Division, 1111 Washington St SE, PO Box 47041, Olympia, WA 98504-7041.

4.3 Adjustment Based on Use. Annual Rent is based on Tenant's Permitted Use of the Property, as described in Section 2 above. If Tenant's Permitted Use changes, the Annual Rent shall be adjusted as appropriate for the changed use.

4.4 Rent Adjustment Procedures.

(a) Notice of Rent Adjustment. State shall provide notice of adjustments to the Annual Rent allowed under Paragraphs 4.5(b) and 4.6(b) to Tenant in writing no later than ninety (90) days after the anniversary date of the Lease.

(b) Procedures on Failure to make Timely Adjustment. If the State fails to provide the notice required in Paragraph 4.4(a), State shall not collect the adjustment amount for the year in which State failed to provide notice. Upon providing notice of adjustment, State may adjust and prospectively bill Annual Rent as if missed or waived adjustments had been implemented at the proper interval. This includes the implementation of any inflation adjustment.

4.5 Rent Adjustments for Water-Dependent Uses.

(a) Inflation Adjustment**.** State shall adjust water-dependent rent annually pursuant to RCW 79.105.200-.360, except in those years in which State revalues the rent under Paragraph 4.5(b) below**.** This adjustment will be effective on the anniversary of the Commencement Date.

(b) Revaluation of Rent**.** At the end of the first four-year period of the Term, and at the end of each subsequent four-year period, State shall revalue the water-dependent Annual Rent in accordance with RCW 79.105.200-.360.

(c) Rent Cap**.** State shall increase rent incrementally in compliance with RCW 79.105.260 as follows: If application of the statutory rent formula for water-dependent uses would result in an increase in the rent attributable to such uses of more than fifty percent (50%) in any one year, State shall limit the actual increase implemented in such year to fifty percent (50%) of the then-existing rent. In subsequent, successive years, State shall increase the rental amount incrementally until the State implements the full amount of increase as determined by the statutory rent formula.

4.6 Rent Adjustments for Nonwater-Dependent Uses.

(a) Inflation Adjustment**.** Except in those years in which State revalues the rent under Paragraph 4.5(b) below, State shall adjust nonwater-dependent rent annually on the Commencement Date**.** Adjustment is based on the percentage rate of change in the previous calendar year's Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor, for the Seattle-Tacoma-Bremerton CMSA, All Urban Consumers, all items 1982-84 = 100**.** If publication of the Consumer Price Index is discontinued, State shall use a reliable governmental or other nonpartisan publication evaluating the information used in determining the Consumer Price Index.

(b) Revaluation of Rent.

(1) At the end of the first four-year period of the Term, and at the end of each subsequent four-year period, State shall revalue the nonwater-dependent Annual Rent to reflect the then-current fair market rent**.**

(2) If State and Tenant cannot reach agreement on the fair market rental value, the Parties shall submit the valuation to a review board of appraisers**.** The board must consist of three members, one selected by and at the cost of Tenant; a second member selected by and at the cost of State; and a third member selected by the other two members with the cost shared equally by State and Tenant**.** The decision of the majority of the board binds the Parties**.** Until the Parties agree to, or the review board establishes, the new rent, Tenant shall pay rent in the same amount established for the preceding year**.** If the board determines additional rent is required, Tenant shall pay the additional rent within ten (10) days of the board's decision**.** If the board determines a refund is required, State shall pay the refund within ten (10) days of the board's decision.

SECTION 5 OTHER EXPENSES

5.1 Utilities. Tenant shall pay all fees charged for utilities required or needed by the Permitted Use.

5.2 Taxes and Assessments. Tenant shall pay all taxes (including leasehold excise taxes), assessments, and other governmental charges applicable or attributable to the Property, Tenant's leasehold interest, the improvements, or Tenant's use and enjoyment of the Property.

5.3 Right to Contest. If in good faith, Tenant may contest any tax or assessment at its sole cost and expense. At the request of State, Tenant shall furnish reasonable protection in the form of a bond or other security, satisfactory to State, against loss or liability resulting from such contest.

5.4 Proof of Payment. If required by State, Tenant shall furnish to State receipts or other appropriate evidence establishing the payment of amounts this Lease requires Tenant to pay.

5.5 Failure to Pay. If Tenant fails to pay amounts due under this Lease, State may pay the amount due, and recover its cost in accordance with Section 6.

SECTION 6 LATE PAYMENTS AND OTHER CHARGES

6.1 Failure to Pay Rent. Failure to pay rent is a default by the Tenant. State may seek remedies under Section 14 as well as late charges and interest as provided in this Section 6.

6.2 Late Charge. If State does not receive full rent payment within ten (10) days of the date due, Tenant shall pay to State a late charge equal to four percent (4%) of the unpaid amount or

Fifty Dollars ($50), whichever is greater, to defray the overhead expenses of State incident to the delay.

6.3 Interest Penalty for Past Due Rent and Other Sums Owed.

(a) Tenant shall pay interest on the past due rent at the rate of one percent (1%) per month until paid, in addition to paying the late charges determined under Paragraph 6.2. Rent not paid by the close of business on the due date will begin accruing interest the day after the due date.

(b) If State pays or advances any amounts for or on behalf of Tenant, Tenant shall reimburse State for the amount paid or advanced and shall pay interest on that amount at the rate of one percent (1%) per month from the date State notifies Tenant of the payment or advance. This includes, but is not limited to, State's payment of taxes of any kind, assessments, insurance premiums, costs of removal and disposal of materials or Improvements under any provision of this Lease, or other amounts not paid when due.

6.4 Referral to Collection Agency and Collection Agency Fees. If State does not receive full payment within thirty (30) days of the due date, State may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Tenant shall pay collection agency fees in addition to the unpaid amount.

6.5 No Accord and Satisfaction. If Tenant pays, or State otherwise receives, an amount less than the full amount then due, State may apply such payment as it elects. State may accept payment in any amount without prejudice to State's right to recover the balance of the rent or pursue any other right or remedy. No endorsement or statement on any check, any payment, or any letter accompanying any check or payment constitutes accord and satisfaction.

6.6 No Counterclaim, Setoff, or Abatement of Rent. Except as expressly set forth elsewhere in this Lease, Tenant shall pay rent and all other sums payable by Tenant without the requirement that State provide prior notice or demand. Tenant's payment is not subject to counterclaim, setoff, deduction, defense or abatement.

SECTION 7 IMPROVEMENTS

7.1 Improvements Defined.

(a) "Improvements," consistent with RCW 79.105 through 79.145, are additions within, upon, or attached to the land. This includes, but is not limited to, fill, structures, bulkheads, docks, pilings, and other fixtures.

(b) "Personal Property" means items that can be removed from the Property without (1) injury to the Property or Improvements or (2) diminishing the value or utility of the Property or Improvements.

(c) "State-Owned Improvements" are Improvements made or owned by State. State-Owned Improvements includes any construction, alteration, or addition to State-Owned Improvements made by Tenant.

(d) "Tenant-Owned Improvements" are Improvements authorized by State and (1) made by Tenant or (2) acquired by Tenant from the prior tenant.

(e) "Unauthorized Improvements" are Improvements made on the Property without State's prior consent or Improvements made by Tenant that do not conform to plans submitted to and approved by the State.

7.2 Existing Improvements. On the Commencement Date, the following Improvements are located on the Property: landscaping, outdoor restaurant seating, outdoor public places, including trails, water feature, pier and plaza. The Improvements are Tenant-Owned Improvements.

7.3 Construction, Major Repair, Modification, and Demolition.

(a) This Paragraph 7.3 governs construction, alteration, replacement, major repair, modification, demolition, and deconstruction of Improvements ("Work").

(b) All Work must conform to requirements under Paragraph 7.4. Paragraph 11.3, which applies to maintenance and minor repair, also applies to all Work under this Paragraph 7.3.

(c) Except in an emergency, Tenant shall not conduct Work, without State's prior written consent, as follows:

(1) State may deny consent if State determines that denial is in the best interests of the State or if proposed Work does not comply with Paragraphs 7.4 and 11.3., State may impose additional conditions reasonably intended to protect and preserve the Property. If Work is for removal of Improvements at End of Term, State may waive removal of some or all Improvements.

(2) Except in an emergency, Tenant shall submit to State plans and specifications describing the proposed Work at least sixty (60) days before submitting permit applications to regulatory authorities unless Tenant and State otherwise agree to coordinate permit applications. At a minimum, or if no permits are necessary, Tenant shall submit plans and specifications at least ninety (90) days before commencement of Work.

(3) State waives the requirement for consent if State does not notify Tenant of its grant or denial of consent within sixty (60) days of submittal.

(d) Tenant shall notify State of emergency Work within five (5) business days of the start of such Work. Upon State's request, Tenant shall provide State with plans and specifications or as-builts of emergency Work.

(e) Tenant shall not commence or authorize Work until Tenant or Tenant's contractor has:

(1) Obtained a performance and payment bond in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of construction. Tenant shall maintain the performance and payment bond until Tenant pays in full the costs of the Work, including all laborers and material persons.

(2) Obtained all required permits.

(f) Before completing Work, Tenant shall remove all debris and restore the Property to an orderly and safe condition. If Work is intended for removal of

Improvements at End of Term, Tenant shall restore the Property in accordance with Paragraph 3.3, End of Term.

(g) Upon completing work, Tenant shall promptly provide State with as-built plans and specifications.

(h) State shall not charge rent for authorized Improvements installed by Tenant during this Term of this Lease, but State may charge rent for such Improvements when and if Tenant or successor obtains a subsequent use authorization for the Property and State has waived the requirement for Improvements to be removed as provided in Paragraph 7.5.

7.4 Standards for Work.

(a) Applicability of Standards for Work.

(1) The standards for Work in Paragraph 7.4(b) apply to Work commenced in the five year period following the Commencement Date. Work commences when State approves plans and specifications.

(2) If Tenant commences Work five years or more after the Commencement Date, Tenant shall comply with State's then current standards for Work.

(3) Tenant may ascertain State's current standards for Work as follows:

(i) Before submitting plans and specifications for State's approval as required by Paragraph 7.3 of the Lease, Tenant shall request State to provide Tenant with then current standards for Work on State-owned Aquatic Lands.

(ii) Within thirty (30) days of receiving Tenant's request, State shall provide Tenant with current standards for Work, which will be effective for the purpose of State's approval of Tenant's proposed Work provided Tenant submits plans and specifications for State's approval within two (2) years of Tenant's request for standards.

(iii) If State does not timely provide current standards upon Tenant's request, the standards under Paragraph 7.4(b) apply to Tenant's Work provided Tenant submits plans and specifications as required by Paragraph 7.3 within two (2) years of Tenant's request for standards.

(iv) If Tenant fails to (1) make a request for current standards or (2) timely submit plans and specifications to State after receiving current standards, Tenant shall make changes in plans or Work necessary to conform to current standards for Work upon State's demand.

(b) Standards for Work.

(1) Tenant shall only conduct in-water Work during time periods authorized for such work under WAC 220-660-110, Authorized Work Times in freshwater Areas, as amended, or as otherwise directed by the Washington Department of Fish and Wildlife (WDFW) and United States Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS).

(2) Tenant shall install grating on new floats, piers, wharves, fingers, docks, decks, fixed docks, and/or gangways as follows: For floats, fingers, and

docks, Tenant shall install unobstructed grating on at least fifty (50) percent of the surface area; grating material must have at least sixty (60) percent functional open space or 40 percent or greater multi-directional open space**.** For gangways, piers, wharves, decks, and fixed docks, Tenant shall install grating on one hundred (100) percent of the surface area; grating material must have at least sixty (60) percent functional open space or forty (40) percent or greater multi-directional open space.

7.5 Tenant-Owned Improvements at End of Lease.

(a) Disposition.

(1) Tenant shall remove Tenant-Owned Improvements in accordance with Paragraph 7.3 upon the expiration, termination, or cancellation of the Lease unless State waives the requirement for removal.

(2) Tenant-Owned Improvements remaining on the Property on the expiration, termination, or cancellation date shall become State-Owned Improvements without payment by State, unless State elects otherwise. State may refuse or waive ownership. If RCW 79.125.300 or 79.130.040 apply at the time this Lease expires, Tenant could be entitled to payment by the new tenant for Tenant-Owned Improvements.

(3) If Tenant-Owned Improvements remain on the Property after the expiration, termination, or cancellation date without State's consent, State may remove all Improvements and Tenant shall pay State's costs.

(b) Conditions Under Which State May Waive Removal of Tenant-Owned Improvements.

(1) State may waive removal of some or all Tenant-Owned Improvements whenever State determines that it is in the best interests of the State and regardless of whether Tenant re-leases the Property.

(2) If Tenant re-leases the Property, State may waive requirement to remove Tenant-Owned Improvements. State also may consent to Tenant's continued ownership of Tenant-Owned Improvements.

(3) If Tenant does not re-lease the Property, State may waive requirement to remove Tenant-Owned Improvements upon consideration of a timely request from Tenant, as follows:

(i) Tenant must notify State at least one (1) year before the Termination Date of its request to leave Tenant-Owned Improvements.

(ii) State, within ninety (90) days of receiving Tenant's notification, will notify Tenant whether State consents to some or all Tenant-Owned Improvements remaining. State has no obligation to grant consent.

(iii) State's failure to respond to Tenant's request to leave Improvements within ninety (90) days is a denial of the request.

(c) Tenant's Obligations if State Waives Removal.

(1) Tenant shall not remove Improvements if State waives the requirement for removal of some or all Tenant-Owned Improvements.

(2) Tenant shall maintain such Improvements in accordance with this Lease until the expiration, termination, or cancellation date. Tenant is liable to State for cost of repair if Tenant causes or allows damage to Improvements State has designated to remain.

7.6 Disposition of Unauthorized Improvements.

(a) Unauthorized Improvements belong to State, unless State elects otherwise.

(b) State may either:

(1) Consent to Tenant ownership of the Improvements, or

(2) Charge rent for use of the Improvements from the time of installation or construction and

(i) Require Tenant to remove the Improvements in accordance with Paragraph 7.3, in which case Tenant shall pay rent for the Improvements until removal, or

(ii) Consent to Improvements remaining and Tenant shall pay rent for the use of the Improvements, or

(iii) Remove Improvements and Tenant shall pay for the cost of removal and disposal, in which case Tenant shall pay rent for use of the Improvements until removal and disposal.

7.7 Disposition of Personal Property.

(a) Tenant retains ownership of Personal Property unless Tenant and State agree otherwise in writing.

(b) Tenant shall remove Personal Property from the Property by the Termination Date. Tenant is liable for damage to the Property and Improvements resulting from removal of Personal Property.

(c) State may sell or dispose of all Personal Property left on the Property after the Termination Date.

(1) If State conducts a sale of Personal Property, State shall apply proceeds first to the State's administrative costs in conducting the sale, second to payment of amount that then may be due from the Tenant to the State. State shall pay the remainder, if any, to the Tenant.

(2) If State disposes of Personal Property, Tenant shall pay for the cost of removal and disposal.

SECTION 8 ENVIRONMENTAL LIABILITY/RISK ALLOCATION

8.1 Definitions.

(a) "Hazardous Substance" means any substance that now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination, pollution, or cleanup.

(b) "Release or threatened release of Hazardous Substance" means a release or threatened release as defined under any law described in Paragraph 8.1(a).

(c) "Utmost care" means such a degree of care as would be exercised by a very careful, prudent, and competent person under the same or similar circumstances; the standard of care applicable under the Washington State Model Toxics Control Act ("MTCA"), Chapter 70.105D RCW, as amended.

(d) "Tenant and affiliates" when used in this Section 8 means Tenant or Tenant's subtenants, contractors, agents, employees, guests, invitees, licensees, affiliates, or any person on the Property with the Tenant's permission.

(e) "Liabilities" as used in this Section 8 means any claims, demands, proceedings, lawsuits, damages, costs, expenses, fees (including attorneys' fees and disbursements), penalties, or judgments.

8.2 General Conditions.

(a) Tenant's obligations under this Section 8 extend to the area in, on, under, or above:

(1) The Property; and

(2) Adjacent state-owned aquatic lands if affected by a release of Hazardous Substances that occurs as a result of the Permitted Use.

(b) Standard of Care.

(1) Tenant shall exercise the utmost care with respect to Hazardous Substances.

(2) Tenant shall exercise utmost care for the foreseeable acts or omissions of third parties with respect to Hazardous Substances, and the foreseeable consequences of those acts or omissions, to the extent required to establish a viable, third-party defense under the law.

8.3 Current Conditions and Duty to Investigate.

(a) State makes no representation about the condition of the Property**.** Hazardous Substances may exist in, on, under, or above the Property.

(b) This Lease does not impose a duty on State to conduct investigations or supply information to Tenant about Hazardous Substances.

(c) Tenant is responsible for conducting all appropriate inquiry and gathering sufficient information about the existence, scope, and location of Hazardous Substances on or near the Property necessary for Tenant to meet Tenant's obligations under this Lease and utilize the Property for the Permitted Use.

8.4 Use of Hazardous Substances.

(a) Tenant and affiliates shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances, except in accordance with all applicable laws.

(b) Tenant shall not undertake, or allow others to undertake by Tenant's permission, acquiescence, or failure to act, activities that result in a release or threatened release of Hazardous Substances.

(c) If use of Hazardous Substances related to Tenant's use or occupancy of the Property results in violation of law:

(1) Tenant shall submit to State any plans for remedying the violations, and

(2) Tenant shall implement any remedial measures to restore the Property or natural resources that State may require in addition to remedial measures required by regulatory authorities.

8.5 Management of Contamination, if any.

(a) Tenant and affiliates shall not undertake activities that:

(1) Damage or interfere with the operation of remedial or restoration activities, if any;

(2) Result in human or environmental exposure to contaminated sediments, if any;

(3) Result in the mechanical or chemical disturbance of on-site habitat mitigation, if any.

(b) If requested, Tenant shall allow reasonable access to:

(1) Employees and authorized agents of the Environmental Protection Agency, the Washington State Department of Ecology, health department, or other similar environmental agencies; and

(2) Potentially liable or responsible parties who are the subject of an order or consent decree that requires access to the Property. Tenant may negotiate an access agreement with such parties, but Tenant may not unreasonably withhold such agreement.

8.6 Notification and Reporting.

(a) Tenant shall immediately notify State if Tenant becomes aware of any of the following:

(1) A release or threatened release of Hazardous Substances;

(2) Any new discovery of or new information about a problem or liability related to, or derived from, the presence of Hazardous Substances;

(3) Any lien or action arising from Hazardous Substances;

(4) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances;

(5) Any notification from the US Environmental Protection Agency (EPA) or the Washington State Department of Ecology (DOE) that remediation or removal of Hazardous Substances is or may be required at the Property.

(b) Tenant's duty to report under Paragraph 8.6(a) extends to lands described in Paragraph 8.2(a) and to any other property used by Tenant in conjunction with the Property if a release of Hazardous Substances on the other property could affect the Property.

(c) Tenant shall provide State with copies of all documents Tenant submits to any federal, state or local authorities concerning environmental impacts or proposals relative to the Property. Documents subject to this requirement include, but are not limited to, applications, reports, studies, or audits for National Pollution Discharge and Elimination System Permits; Army Corps of Engineers permits; State Hydraulic Project Approvals (HPA); State Water Quality certification; Substantial Development permit; and any reporting necessary for the existence, location, and storage of Hazardous Substances on the Property.

8.7 Indemnification.

(a) Tenant shall fully indemnify, defend, and hold State harmless from and against Liabilities that arise out of, or relate to:

(1) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Tenant and affiliates occurring whenever Tenant occupies or has occupied the Property;

(2) The release or threatened release of any Hazardous Substance resulting from any act or omission of Tenant and affiliates occurring whenever Tenant occupies or has occupied the Property.

(b) Tenant shall fully indemnify, defend, and hold State harmless for Liabilities that arise out of or relate to Tenant's breach of obligations under Paragraph 8.5.

8.8 Reservation of Rights.

(a) For Liabilities not covered by the indemnification provisions of Paragraph 8.7, the Parties expressly reserve and do not waive any rights, claims, immunities, causes of action, or defenses relating to Hazardous Substances that either Party may have against the other under law.

(b) The Parties expressly reserve all rights, claims, immunities, and defenses either Party may have against third parties. Nothing in this Section 8 benefits or creates rights for third parties.

(c) The allocations of risks, Liabilities, and responsibilities set forth in this Section 8 do not release either Party from or affect the liability of either Party for Hazardous Substances claims or actions by regulatory agencies.

8.9 Cleanup.

(a) If Tenant's act, omission, or breach of obligation under Paragraph 8.4 results in a release of Hazardous Substances that exceeds the threshold limits of any applicable regulatory standard, Tenant shall, at Tenant's sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances in accordance with applicable law.

(b) Tenant may undertake a cleanup of the Property pursuant to the Washington State Department of Ecology's Voluntary Cleanup Program, provided that Tenant cooperates with the Department of Natural Resources in development of cleanup plans. Tenant shall not proceed with Voluntary Cleanup without the Department of Natural Resources approval of final plans. Nothing in the operation of this provision is an agreement by the Department of Natural Resources that the Voluntary Cleanup complies with any laws or with the provisions of this Lease. Tenant's completion of a Voluntary Cleanup is <u>not</u> a release from or waiver of any obligation for Hazardous Substances under this Lease.

8.10 Sampling by State, Reimbursement, and Split Samples.

(a) State may enter the Property and conduct sampling, tests, audits, surveys, or investigations ("Tests") of the Property at any time to determine the existence, scope, or effects of Hazardous Substances.

(b) If such Tests, along with any other information, demonstrate a breach of Tenant's obligations regarding Hazardous Substances under this Lease, Tenant shall promptly reimburse State for all costs associated with the Tests, provided State gave Tenant thirty (30) calendar days advance notice in nonemergencies and reasonably practical notice in emergencies.

(c) In nonemergencies, Tenant is entitled to obtain split samples of Test samples, provided Tenant gives State written notice requesting split samples at least ten (10) calendar days before State conducts Tests. Upon demand, Tenant shall promptly reimburse State for additional cost, if any, of split samples.

(d) If either Party conducts Tests on the Property, the conducting Party shall provide the other with validated final data and quality assurance/quality control/chain of custody information about the Tests within sixty (60) calendar days of a written request by the other party, unless Tests are part of a submittal under Paragraph 8.6(c) in which case Tenant shall submit data and information to State without written request by State. Neither party is obligated to provide any analytical summaries or the work product of experts.

SECTION 9 ASSIGNMENT AND SUBLETTING

9.1 State Consent Required. Tenant shall not convey, transfer, or encumber any part of Tenant's interest in this Lease or the Property without State's prior written consent.

(a) In determining whether to consent, State may consider, among other items, the proposed transferee's financial condition, business reputation, and experience, the nature of the proposed transferee's business, the then-current value of the Property, and such other factors as may reasonably bear upon the suitability of the transferee as a tenant of the Property. State may refuse its consent to any conveyance, transfer, or encumbrance if it will result in a subdivision of the leasehold. Tenant shall submit information regarding any proposed transferee to State at least thirty (30) days prior to the date of the proposed transfer.

(b) State reserves the right to condition its consent upon:

  (1) Changes in the terms and conditions of this Lease, including, but not limited to, the Annual Rent; and/or

  (2) The agreement of Tenant or transferee to conduct Tests for Hazardous Substances on the Property or on other property owned or occupied by Tenant or the transferee.

(c) Each permitted transferee shall assume all obligations under this Lease, including the payment of rent. No assignment, sublet, or transfer shall release, discharge, or otherwise affect the liability of Tenant.

(d) State's consent under this Paragraph 9.1 does not constitute a waiver of any claims against Tenant for the violation of any term of this Lease.

9.2 Rent Payments Following Assignment. The acceptance by State of the payment of rent following an assignment or other transfer does not constitute consent to any assignment or transfer.

9.3 Terms of Subleases.

(a) Tenant shall submit the terms of all subleases to State for approval.

(b) Tenant shall incorporate the following requirements in all subleases:

(1) The sublease must be consistent with and subject to all the terms and conditions of this Lease;

(2) The sublease must provide that this Lease controls if the terms of the sublease conflict with the terms of this Lease;

(3) The term of the sublease (including any period of time covered by a renewal option) must end before the Termination Date of the initial Term or any renewal term;

(4) The sublease must terminate if this Lease terminates for any reason;

(5) The subtenant must receive and acknowledge receipt of a copy of this Lease;

(6) The sublease must prohibit the prepayment to Tenant by the subtenant of more than the annual rent.

(7) The sublease must identify the rental amount subtenant is to pay to Tenant;

(8) The sublease must provide that there is no privity of contract between the subtenant and State;

(9) The sublease must require removal of the subtenant's Personal Property upon termination of the sublease;

(10) The sublease must require removal of the subentant's Improvements upon termination of the sublease, unless removal is waived by the State;

(11) The subtenant's permitted use must be within the scope of the Permitted Use;

(12) The sublease must require the subtenant to meet the Indemnification requirements under Section 10;

(13) The sublease must require the subtenant to meet the Insurance requirements under Section 10

9.4 Short-Term Subleases of Moorage Slips. Short-term subleasing of moorage slips for a term of one year or less does not require State's written consent or approval pursuant to Paragraphs 9.1 or 9.3. Tenant shall conform moorage sublease agreements to the sublease requirements in Paragraph 9.3.

9.5 Event of Assignment. If Tenant is a corporation, dissolution of the corporation or a transfer (by one or more transactions) of a majority of the voting stock of Tenant is an assignment of this Lease. If Tenant is a partnership, dissolution of the partnership or a transfer (by one or more transactions) of the controlling interest in Tenant is an assignment of this Lease. If Tenant is a limited liability company, conveyance of an economic interest of greater than fifty (50) percent is an assignment of this Lease. Assignments defined in this Paragraph 9.5 require State's consent under Paragraph 9.1.

SECTION 10 INDEMNITY, FINANCIAL SECURITY, INSURANCE

10.1 Indemnity.

(a) Tenant shall indemnify, defend, and hold State, its employees, officers, and agents harmless from Claims arising out of the use, occupation, or control of the Property by Tenant, its subtenants, contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees to the fullest extent permitted by law and subject to the limitations provided below.

(b) "Claim" as used in this Paragraph 10.1 means any financial loss, claim, suit, action, damages, expenses, costs, fees (including attorneys' fees), fines, penalties, or judgments attributable to bodily injury, sickness, disease, death, and damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources. "Damages to tangible property" includes, but is not limited to, physical injury to the Property, diminution in value, and/or damages resulting from loss of use of the Property.

(c) State shall not require Tenant to indemnify, defend, and hold State harmless for claims caused solely by or resulting solely from the negligence or willful act of the State or State's elected officials, employees, or agents.

(d) Tenant specifically and expressly waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51 RCW in connection with its obligation to indemnify, defend, and/or hold State and its agencies, officials, agents, or employees harmless. Further, the indemnification obligation under this Lease shall not be limited in any way by any limitation on amount or type of damages, compensation, or benefits payable to or for any third party under the worker's compensation acts.

(e) Only to the extent RCW 4.24.115 applies and requires such a limitation, if a claim, suit, or action for injuries or damage is caused by or results from the concurrent negligence of (a) the State or State's agents or employees and (b) the Tenant or Tenant's subtenants, agents, or employees, these indemnity provisions shall be valid and enforceable only to the extent of the negligence of the Tenant and those acting on its behalf.

(f) Section 8, Environmental Liability/Risk Allocation, exclusively shall govern Tenant's liability to State for Hazardous Substances and its obligation to indemnify, defend, and hold State harmless for Hazardous Substances.

10.2 Insurance Terms.

(a) Insurance Required.

(1) Tenant certifies that on the Commencement Date of this Lease it is Self-Insured for all the liability exposures, its self-insurance plan satisfies all State requirements, and its self-insurance plan provides coverage equal to that required in this Paragraph 10.2 and by Paragraph 10.3, Insurance Types and Limits. Tenant shall provide to State evidence of its status as a self-insured entity. Upon request by State, Tenant shall provide a written description of its financial condition and/or the self-insured funding mechanism. Tenant shall provide State with at least thirty (30) days' written notice prior to any material changes to Tenant's self-insured funding mechanism. If during the term of this Lease Tenant's self-insurance plan fails to provide coverage equal to that required in

Paragraph 10.2 and Paragraph 10.3 of this Lease, Tenant shall procure additional commercial insurance coverage to meet the requirements of this Lease. The requirements in Section 10.2(a)(3) and (4) only apply where the Tenant procures additional commercial insurance to meet the requirements of this Lease.

(2) Unless State agrees to an exception, Tenant shall provide insurance issued by an insurance company or companies admitted to do business in the State of Washington and have a rating of A- or better by the most recently published edition of Best's Reports. Tenant may submit a request to the risk manager for the Department of Natural Resources to approve an exception to this requirement. If an insurer is not admitted, the insurance policies and procedures for issuing the insurance policies shall comply with Chapter 48.15 RCW and 284-15 WAC.

(3) All general liability, excess, umbrella, builder's risk, and pollution legal liability insurance policies must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, agents, and employees as an additional insured by way of endorsement.

(4) All property insurance must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, agents, and employees as loss payees.

(5) All insurance provided in compliance with this Lease must be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

(b) Waiver.

(1) Tenant waives all rights against State for recovery of damages to the extent insurance maintained pursuant to this Lease covers these damages.

(2) Except as prohibited by law, Tenant waives all rights of subrogation against State for recovery of damages to the extent that they are covered by insurance maintained pursuant to this lease.

(c) Proof of Insurance.

(1) Tenant shall provide State with a certificate(s) and endorsement(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with insurance requirements specified in this Lease; and, if requested, copies of policies to State.

(2) The certificate(s) of insurance must reference the Lease number.

(3) Receipt of such certificates, endorsements or policies by State does not constitute approval by State of the terms of such policies.

(d) State must receive written notice before cancellation or non-renewal of any insurance required by this Lease, as follows:

(1) Insurers subject to RCW 48.18 (admitted and regulated by the Insurance Commissioner): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State forty-five (45) days' advance notice of cancellation or non-renewal.

(2) Insurers subject to RCW 48.15 (surplus lines): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of

cancellation; otherwise, provide State twenty (20) days' advance notice of cancellation or non-renewal.

(e) Adjustments in Insurance Coverage.

(1) State may impose changes in the limits of liability for all types of insurance as State deems necessary.

(2) Tenant shall secure new or modified insurance coverage within thirty (30) days after State requires changes in the limits of liability.

(f) If Tenant fails to procure and maintain the insurance described above within fifteen (15) days after Tenant receives a notice to comply from State, State may either:

(1) Deem the failure an Event of Default under Section 14, or

(2) Procure and maintain comparable substitute insurance and pay the premiums. Upon demand, Tenant shall pay to State the full amount paid by State, together with interest at the rate provided in Paragraph 6.3 from the date of State's notice of the expenditure until Tenant's repayment.

(g) General Terms.

(1) State does not represent that coverage and limits required under this Lease are adequate to protect Tenant.

(2) Coverage and limits do not limit Tenant's liability for indemnification and reimbursements granted to State under this Lease.

(3) The Parties shall use any insurance proceeds payable by reason of damage or destruction to property first to restore the real property covered by this Lease, then to pay the cost of the reconstruction, then to pay the State any sums in arrears, and then to Tenant.

10.3 Insurance Types and Limits.

(a) General Liability Insurance.

(1) Tenant shall maintain commercial general liability insurance (CGL) or marine general liability (MGL) covering claims for bodily injury, personal injury, or property damage arising on the Property and/or arising out of Tenant's use, occupation, or control of the Property and, if necessary, commercial umbrella insurance with a limit of not less than Two Million Dollars ($2,000,000) per each occurrence. If such CGL or MGL insurance contains aggregate limits, the general aggregate limit must be at least twice the "each occurrence" limit. CGL or MGL insurance must have products-completed operations aggregate limit of at least two times the "each occurrence" limit.

(2) CGL insurance must be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

(3) MGL insurance must have no exclusions for non-owned watercraft.

(b) Workers' Compensation.

(1) State of Washington Workers' Compensation.

(i) Tenant shall comply with all State of Washington workers' compensation statutes and regulations. Tenant shall provide workers' compensation coverage for all employees of Tenant. Coverage must include bodily injury (including death) by accident or disease, which arises out of or in connection with Tenant's use, occupation, and control of the Property.

(ii) If Tenant fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Tenant shall indemnify State. Indemnity shall include all fines; payment of benefits to Tenant, employees, or their heirs or legal representatives; and the cost of effecting coverage on behalf of such employees.

(2) Longshore and Harbor Workers' and Jones Acts. Longshore and Harbor Workers' Act (33 U.S.C. Section 901 *et seq.*) and/or the Jones Act (46 U.S.C. Section 688) may require Tenant to provide insurance coverage in some circumstances. Tenant shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with law. Tenant is responsible for all civil and criminal liability arising from failure to maintain such coverage.

(c) Employers' Liability Insurance. Tenant shall procure employers' liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than One Million Dollars ($1,000,000) each accident for bodily injury by accident and One Million Dollars ($1,000,000) each employee for bodily injury by disease.

(d) Property Insurance.

(1) Tenant shall buy and maintain property insurance covering all real property and fixtures, equipment, tenant improvements and betterments (regardless of whether owned by Tenant or State). Such insurance must be written on an all risks basis and, at minimum, cover the perils insured under ISO Special Causes of Loss Form CP 10 30, and cover the full replacement cost of the property insured. Such insurance may have commercially reasonable deductibles. Any coinsurance requirement in the policy must be waived. The policy must include State as a loss payee.

(2) Tenant shall buy and maintain equipment breakdown insurance covering all real property and fixtures, equipment, tenant improvements and betterments (regardless of whether owned by Tenant or State) from loss or damage caused by the explosion of equipment, fired or unfired vessels, electric or steam generators, electrical arching, or pipes.

(3) In the event of any loss, damage, or casualty which is covered by one or more of the types of insurance described above, the Parties to this Lease shall proceed cooperatively to settle the loss and collect the proceeds of such insurance, which State shall hold in trust, including interest earned by State on such proceeds, for use according to the terms of this Lease. The

Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).

(4) When sufficient funds are available, using insurance proceeds described above, the Parties shall continue with reasonable diligence to prepare plans and specifications for, and thereafter carry out, all work necessary to:

(i) Repair and restore damaged building(s) and/or Improvements to their former condition, or

(ii) Replace and restore damaged building(s) and/or Improvements with a new building(s) and/or Improvements on the Property of a quality and usefulness at least equivalent to or more suitable than, damaged building(s) and/or Improvements.

(e) Builder's Risk Insurance.

(1) Tenant shall procure and maintain in force, or require its contractor(s) to procure and maintain in force, builder's risk insurance on the entire work during the period construction is in progress and until completion of the project and acceptance by State**.** Such insurance must be written on a completed form and in an amount equal to the value of the completed building and/or Improvements, subject to subsequent modifications to the sum**.** The insurance must be written on a replacement cost basis**.** The insurance must name Tenant, all contractors, and subcontractors in the work as insured**.** State must be named additional insured as required by Paragraph 10.2(a)(3).

(2) Insurance described above must cover or include the following:

(i) All risks of physical loss except those specifically excluded in the policy, including loss or damage caused by collapse;

(ii) The entire work on the Property, including reasonable compensation for architect's services and expenses made necessary by an insured loss;

(iii) Portions of the work located away from the Property but intended for use at the Property, and portions of the work in transit;

(iv) Scaffolding, falsework, and temporary buildings located on the Property; and

(v) The cost of removing debris, including all demolition as made legally necessary by the operation of any law, ordinance, or regulation.

(3) Tenant or Tenant's contractor(s) is responsible for paying any part of any loss not covered because of application of a deductible contained in the policy described above.

(4) Tenant or Tenant'(s) contractor (s) shall buy and maintain equipment breakdown insurance covering insured objects during installation and until final acceptance by permitting authority**.** If testing is performed, such insurance must cover such operations**.** The insurance must name Tenant, all contractors, and subcontractors in the work as insured**.** State must be named additional insured as required by Paragraph 10.2(a)(3).

(f) Business Auto Policy Insurance.

(1) Tenant or Tenant's contractor(s) shall maintain business auto liability insurance and, if necessary, commercial umbrella liability insurance with a limit not less than One Million Dollars ($1,000,000) per accident. Such insurance must cover liability arising out of **"**Any Auto**"**.

(2) Business auto coverage must be written on ISO Form CA 00 01, or substitute liability form providing equivalent coverage**.** If necessary, the policy must be endorsed to provide contractual liability coverages and cover a **"**covered pollution cost or expense**"** as provided in the 1990 or later editions of CA 00 01.

10.4 Financial Security.

(a) At its own expense, Tenant shall procure and maintain during the Term of this Lease a corporate security bond or provide other financial security that State, at its option, may approve ("Security"). Tenant shall provide Security in an amount Five Hundred and 00/1000 Dollars ($500.00) which is consistent with RCW 79.115.100, and secures Tenant's performance of its obligations under this Lease, with the exception of the obligations under Section 8, Environmental Liability/Risk Allocation. Tenant's failure to maintain the Security in the required amount during the Term constitutes a breach of this Lease.

(b) All Security must be in a form acceptable to the State.

(1) Bonds must be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better, in the most recently published edition of Best's Reports, unless State approves an exception. Tenant may submit a request to the risk manager for the Department of Natural Resources for an exception to this requirement.

(2) Letters of credit, if approved by State, must be irrevocable, allow State to draw funds at will, provide for automatic renewal, and comply with RCW 62A.5-101, *et. seq.*

(3) Savings account assignments, if approved by State, must allow State to draw funds at will.

(c) Adjustment in Amount of Security.

(1) State may require an adjustment in the Security amount:

(i) At the same time as revaluation of the Annual Rent,

(ii) As a condition of approval of assignment or sublease of this Lease,

(iii) Upon a material change in the condition or disposition of any Improvements, or

(iv) Upon a change in the Permitted Use.

(2) Tenant shall deliver a new or modified form of Security to State within thirty (30) days after State has required adjustment of the amount of the Security.

(d) Upon any default by Tenant in its obligations under this Lease, State may collect on the Security to offset the liability of Tenant to State. Collection on the Security does not (1) relieve Tenant of liability, (2) limit any of State's other remedies, (3) reinstate or cure the default or (4) prevent termination of the Lease because of the default.

SECTION 11 MAINTENANCE AND REPAIR

11.1 State's Repairs. State shall not be required to make any alterations, maintenance, replacements, or repairs in, on, or about the Property, or any part thereof, during the Term.

11.2 Tenant's Repairs, Alteration, Maintenance and Replacement.

(a) Tenant shall, at its sole cost and expense, keep and maintain the Property and all improvements (regardless of ownership) in good order and repair, in a clean, attractive, and safe condition.

(b) Tenant shall, at its sole cost and expense, make any and all additions, repairs, alterations, maintenance, replacements, or changes to the Property or to any improvements on the Property which may be required by any public authority having jurisdiction over the Property and requiring it for public health, safety and welfare purposes.

(c) Except as provided in Section 11.2(d), all additions, repairs, alterations, replacements or changes to the Property and to any improvements on the Property shall be made in accordance with, and ownership shall be governed by, Section 7, above.

(d) Routine maintenance and repair are acts intended to prevent a decline, lapse, or cessation of the Permitted Use and associated Improvements. Routine maintenance or repair that does not require regulatory permits does not require authorization from State pursuant to Section 7.

11.3 Limitations. The following limitations apply whenever Tenant conducts maintenance, repair, or replacement.

(a) Tenant shall not use or install treated wood on decks, pilings, or any other structure at any location above or below water, except that Tenant may use ACZA treated wood for above water structural framing. Tenant shall never use CCA, ACQ, or creosote-treated wood at any location.

(b) Tenant shall not use or install tires (for example, floatation or fenders) at any location above or below water.

(c) Tenant shall install only floatation material encapsulated in a shell resistant to ultraviolet radiation and abrasion. The shell must be capable of preventing breakup and loss of flotation material into the water.

(d) Tenant shall not allow new floating structures to come in contact with underlying bedlands ("ground out"). Tenant must either (1) locate all new floating structures in water too deep to permit grounding out or (2) install stoppers sufficient to prevent grounding, keeping the bottom of the structure above the level of the substrate.

SECTION 12 DAMAGE OR DESTRUCTION

12.1 Notice and Repair.

(a) In the event of damage to or destruction of the Property or Improvements, Tenant shall promptly give written notice to State. State does not have actual knowledge of the damage or destruction without Tenant's written notice.

(b) Unless otherwise agreed in writing, Tenant shall promptly reconstruct, repair, or replace the Property and Improvements as nearly as possible to its condition immediately prior to the damage or destruction in accordance with Paragraph 7.3, Construction, Major Repair, Modification, and Demolition and Tenant's additional obligations in ExhibitA, if any.

12.2 State's Waiver of Claim. State does not waive any claims for damage or destruction of the Property unless State provides written notice to Tenant of each specific claim waived.

12.3 Insurance Proceeds. Tenant's duty to reconstruct, repair, or replace any damage or destruction of the Property or any Improvements on the Property is not conditioned upon the availability of any insurance proceeds to Tenant from which the cost of repairs may be paid. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).

12.4 Rent in the Event of Damage or Destruction. Unless the Parties agree to terminate this Lease, there is no abatement or reduction in rent during such reconstruction, repair, and replacement.

12.5 Default at the Time of Damage or Destruction. If Tenant is in default under the terms of this Lease at the time damage or destruction occurs, State may elect to terminate the Lease and State then shall have the right to retain any insurance proceeds payable as a result of the damage or destruction.

SECTION 13 CONDEMNATION

13.1 Definitions.

(a) "Taking" means that an entity authorized by law exercises the power of eminent domain, either by judgment, settlement in lieu of judgment, or voluntary conveyance in lieu of formal court proceedings, over all or any portion of the Property and Improvements. This includes any exercise of eminent domain on any portion of the Property and Improvements that, in the judgment of the State, prevents or renders impractical the Permitted Use.

(b) "Date of Taking" means the date upon which title to the Property or a portion of the Property passes to and vests in the condemner or the effective date of any order for possession if issued prior to the date title vests in the condemner.

13.2 Effect of Taking. If there is a taking, the Lease terminates proportionate to the extent of the taking. If this Lease terminates in whole or in part, Tenant shall make all payments due and attributable to the taken Property up to the date of taking. If Tenant has pre-paid rent and Tenant is not in default of the Lease, State shall refund Tenant the pro rata share of the pre-paid rent attributable to the period after the date of taking.

13.3 Allocation of Award.

(a) The Parties shall allocate the condemnation award based upon the ratio of the fair market value of (1) Tenant's leasehold estate and Tenant-Owned Improvements and (2) State's interest in the Property; the reversionary interest in Tenant-Owned Improvements, if any; and State-Owned Improvements, if any.

(b) If Tenant and State are unable to agree on the allocation, the Parties shall submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association.

SECTION 14 DEFAULT AND REMEDIES

14.1 Default Defined. Tenant is in default of this Lease on the occurrence of any of the following:

(a) Failure to pay rent or other expenses when due;

(b) Failure to comply with any law, regulation, policy, or order of any lawful governmental authority;

(c) Failure to comply with any other provision of this Lease;

(d) Commencement of bankruptcy proceedings by or against Tenant or the appointment of a trustee or receiver of Tenant's property.

14.2 Tenant's Right to Cure.

(a) A default becomes an "Event of Default" if Tenant fails to cure the default within the applicable cure period following State's written notice of default. Upon an Event of Default, State may seek remedies under Paragraph 14.3.

(b) Unless expressly provided elsewhere in this Lease, the cure period is sixty days (60).

(c) For nonmonetary defaults not capable of cure within sixty days (60), State will not unreasonably withhold approval of a reasonable alternative cure schedule. Tenant must submit a cure schedule within thirty (30) days of a notice of default. The default is not an Event of Default if State approves the schedule and Tenant works diligently and in good faith to execute the cure. The default is an Event of Default if Tenant fails to timely submit a schedule or fails to cure in accordance with an approved schedule.

14.3 Remedies.

(a) Upon an Event of Default, State may terminate this Lease and remove Tenant by summary proceedings or otherwise.

(b) If the Event of Default (1) arises from Tenant's failure to comply with restrictions on Permitted Use and operations under Paragraph 2.2 or (2) results in damage to natural resources or the Property, State may enter the Property without terminating this Lease to (1) restore the natural resources or Property and charge Tenant restoration costs and/or (2) charge Tenant for damages. On demand by State, Tenant shall pay all costs and/or damages.

(c) Without terminating this Lease, State may relet the Property on any terms and conditions as State may decide are appropriate.

(1) State shall apply rent received by reletting: (1) to the payment of any indebtedness other than rent due from Tenant to State; (2) to the payment of any cost of such reletting; (3) to the payment of the cost of any alterations and repairs to the Property; and (4) to the payment of rent and leasehold excise tax due and unpaid under this Lease. State shall hold and apply any balance to Tenant's future rent as it becomes due.

(2) Tenant is responsible for any deficiency created by the reletting during any month and shall pay the deficiency monthly.

(3) At any time after reletting, State may elect to terminate this Lease for the previous Event of Default.

(d) State's reentry or repossession of the Property under Paragraph 14.3 is not an election to terminate this Lease or cause a forfeiture of rents or other charges Tenant is obligated to pay during the balance of the Term, unless (1) State gives Tenant written notice of termination or (2) a legal proceeding decrees termination.

(e) The remedies specified under this Paragraph 14.3 are not exclusive of any other remedies or means of redress to which the State is lawfully entitled for Tenant's breach or threatened breach of any provision of this Lease.

SECTION 15 ENTRY BY STATE

State may enter the Property at any reasonable hour to inspect for compliance with the terms of this Lease, to monitor impacts to habitat, or survey habitat and species. Tenant grants State permission to cross Tenant's upland property to access the Property State may coordinate the site inspection with Washington State Department of Ecology or other regulatory authorities, if appropriate**.** State's failure to inspect the Property does not constitute a waiver of any rights or remedies under this Lease.

SECTION 16 DISCLAIMER OF QUIET ENJOYMENT

16.1 No Guaranty or Warranty.

(a) State believes that this Lease is consistent with the Public Trust Doctrine and that none of the third-party interests identified in Paragraph 1.1(b) will materially or adversely affect Tenant's right of possession and use of the Property, but State makes no guaranty or warranty to that effect.

(b) State disclaims and Tenant releases State from any claim for breach of any implied covenant of quiet enjoyment. This disclaimer and release includes, but is not limited to, interference arising from exercise of rights under the Public Trust Doctrine; Treaty rights held by Indian Tribes; and the general power and authority of State and the United States with respect to aquatic lands and navigable waters.

(c) Tenant is responsible for determining the extent of Tenant's right to possession and for defending Tenant's leasehold interest.

16.2 Eviction by Third-Party. If a third-party evicts Tenant, this Lease terminates as of the date of the eviction. In the event of a partial eviction, Tenant's rent obligations abate as of the date of the partial eviction, in direct proportion to the extent of the eviction; this Lease shall remain in full force and effect in all other respects.

SECTION 17 NOTICE AND SUBMITTALS

Following are the locations for delivery of notice and submittals required or permitted under this Lease. Any Party may change the place of delivery upon ten (10) days written notice to the other.

State: DEPARTMENT OF NATURAL RESOURCES
Rivers District
P.O. Box 280
Castle Rock, WA 98611

Tenant: CITY OF VANCOUVER
Linda Carlson, Property Manager
P.O. Box 1998
Vancouver, WA 98668

The Parties may deliver any notice in person, by facsimile machine, or by certified mail. Depending on the method of delivery, notice is effective upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after mailing. All notices must identify the Lease number. On notices transmitted by facsimile machine, the Parties shall state the number of pages contained in the notice, including the transmittal page, if any.

SECTION 18 MISCELLANEOUS

18.1 Authority. Tenant and the person or persons executing this Lease on behalf of Tenant represent that Tenant is qualified to do business in the State of Washington, that Tenant has full right and authority to enter into this Lease, and that each and every person signing on behalf of Tenant is authorized to do so. Upon State's request, Tenant shall provide evidence satisfactory to State confirming these representations.

18.2 Successors and Assigns. This Lease binds and inures to the benefit of the Parties, their successors, and assigns.

18.3 Headings. The headings used in this Lease are for convenience only and in no way define, limit, or extend the scope of this Lease or the intent of any provision.

18.4 Entire Agreement. This Lease, including the exhibits, attachments, and addenda, if any, contains the entire agreement of the Parties. This Lease merges all prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Property.

18.5 Waiver.

(a) The waiver of any breach or default of any term, covenant, or condition of this Lease is not a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this Lease. State's acceptance of a rental payment is not a waiver of any preceding or existing breach other than the failure to pay the particular rental payment that was accepted.

(b) The renewal of the Lease, extension of the Lease, or the issuance of a new lease to Tenant, does not waive State's ability to pursue any rights or remedies under the Lease.

18.6 Cumulative Remedies. The rights and remedies under this Lease are cumulative and in addition to all other rights and remedies afforded by law or equity or otherwise.

18.7 Time is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Lease.

18.8 Language. The word "Tenant" as used in this Lease applies to one or more persons and regardless of gender, as the case may be. If there is more than one Tenant, their obligations are joint and several. The word "persons," whenever used, shall include individuals, firms, associations, and corporations. The word "Parties" means State and Tenant in the collective. The word "Party" means either or both State and Tenant, depending on the context.

18.9 Invalidity. The invalidity, voidness, or illegality of any provision of this Lease does not affect, impair, or invalidate any other provision of this Lease.

18.10 Applicable Law and Venue. This Lease is to be interpreted and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or in connection with this Lease is in the Superior Court for Thurston County, Washington.

18.11 Statutory Reference. Any reference to a statute means that statute as presently enacted or hereafter amended or superseded.

18.12 Recordation. At Tenant's expense and no later than thirty (30) days after receiving the fully-executed Lease, Tenant shall record this Lease in the county in which the Property is located. Tenant shall include the parcel number of the upland property used in conjunction with the Property, if any. Tenant shall provide State with recording information, including the date of recordation and file number.

18.13 Modification. No modification of this Lease is effective unless in writing and signed by both Parties. Oral representations or statements do not bind either Party.

18.14 Survival. Any obligations of Tenant not fully performed upon termination of this Lease do not cease, but continue as obligations of the Tenant until fully performed.

18.15 Exhibits and Attachments. All referenced exhibits and attachments are incorporated in the Lease unless expressly identified as unincorporated.

THIS AGREEMENT requires the signature of all Parties and is effective on the date of the last signature below.

CITY OF VANCOUVER

Dated: _____________________, 20__ ___________________________________

By: ERIC J. HOLMES,
Title: City Manager, City of Vancouver
Address: P.O. Box 1995
Vancouver, WA 98668-1995
Phone: (360) 487-8600

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____________________, 20__ ___________________________________

By: KRISTIN SWENDDAL
Title: Acting Deputy Supervisor For Aquatics, Geology and IT
Address: 1111 Washington St SE
Olympia, WA 98504-7027

Approved as to form
24th day of April 2018
Jennifer Clements, Assistant Attorney General

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that ERIC J. HOLMES is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager for the City of Vancouver to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: ______________________, 20__

(Seal or stamp)

____
(Signature)

____
(Print Name)

Notary Public in and for the State of Washington, residing at

____

My appointment expires ________________

STATE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
County of Thurston)

I certify that I know or have satisfactory evidence that KRISTIN SWENDDAL is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Acting Deputy Supervisor For Aquatics, Geology and IT, of the Department of Natural Resources, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: ______________________, 20__

(Seal or stamp)

____
(Signature)

____
(Print Name)

Notary Public in and for the State of Washington, residing at

____

My appointment expires ________________

PLAN OF OPERATIONS
EXHIBIT A

1. DESCRIPTION OF PERMITTED USE

A. Existing Facilities.
The filled Tidelands within the Harbor Area will serve as a waterfront public access park, allowing public recreation consisting of trails, plazas, viewpoints, children's play area, piers, overlooks and waterfeature. Existing improvements consist of grading, stormwater, electrical and water systems, shoreline protection and wildlife enhancements, retaining walls, stone work, lawn and landscape areas, benches, picnic tables and lighting and a 1060 sq ft area for restaurant seating. The facilities will also provide open space opportunities and public access to the Columbia River, and will extend to and connect with the Waterfront Renaissance Trail. The public access will include gathering and performance spaces, urban plazas, pedestrian pier structures, landscape and public art features; Grant Street Plaza/Pier; river terrace/urban beach; fishing pier; bank stabilization; and restaurant seating.

B. Proposed Work. Tenant has submitted to State plans and specifications for the Proposed Work shown in Attachment 1 to this Exhibit A (Proposed Work), which is not incorporated in this Lease. State grants its consent to the Proposed Work as provided under Paragraph 7.3 of the Lease. Tenant shall conform the Proposed Work to all requirements of this Lease, including Section 7 and the additional obligations of this Exhibit A.

C. Permits. Tenant has secured the following permits for the Proposed Work:

HPA	Issued 8/28/15 through 7/6/2018	# 2015-5-2+02
CSGP Ecology	Issued 11/18/15 through 12/31/2020	#WAR303475
Special WDA/City of Van	Issued 12/1/2015	#2015.09
City of Vancouver Site Plan	Approval 11/23/2015	#PRJ-149482/LUF-48140
401DOE	Issued 12/2/2015	#No.12933
NWS 2013-578	Issued 5/27/2016	#2013-578
DOE	Issued 10/12/15	#PRJ2012-01776/LUP-30021
	Approved SSDP	#1825
	Approved SCUP	#571

SEPA	Submitted March, 2013, RO City of Vancouver. (Op DNS)
DOE	Approved Storm water Pollution Prevention Plan Nov 2015
FAA	DNH, to air navigation 1/26/2016

2. ADDITIONAL OBLIGATIONS

Except for the Proposed Work authorized in Section 1.B. of this Exhibit A, State has not authorized Tenant to conduct any Work on the Property. Where Work will need to be conducted to meet the Additional Obligations below, Tenant shall obtain State's prior written consent in accordance with Section 7.3 of this Lease and obtain all necessary regulatory permits prior to commencing such Work.

A. Tenant shall post clearly the following signs provided by State, “Spills Aren’t Slick” and “enjoy your Washington state-owned aquatic lands sign”.

B. Tenant shall orient and shield lighting fixtures attached to overwater structures in a manner which minimizes the amount of light shining directly on the water, minimizes the amount of glare on the water, and minimizes the amount of light broadcasting into the night sky. Tenant shall implement the following measures to achieve this requirement:

(1) Tenant shall direct light to walkways, and

(2) Tenant shall use light shields which prevent light from being emitted upward and prevent glare on the water.

C. Tenant shall sample and submit sediment sampling reports as follows:

(1) Tenant shall perform sediment sampling and analysis on and adjacent to the Property. Tenant shall provide State with a draft sediment analysis plan (SAP) by October 31, 2018 for review and approval. Tenant shall implement the SAP within 90 days after State approves the SAP.

(2) Tenant’s SAP shall be developed by a qualified environmental professional and comply with Ecology’s most recent standards for sediment sampling and Ecology’s 2017, *Sediment Cleanup User’s Manual II- Guidance for Implementing the Cleanup Provisions of the Sediment Management Standards, Chapter 173-204 WAC.*

(3) Tenant shall provide a report of the analyzed results to State within 6 months of completing the sampling. State may require Tenant to perform additional sampling. Tenant shall submit all results to Ecology’s Environmental Information Management System (EIM) database.

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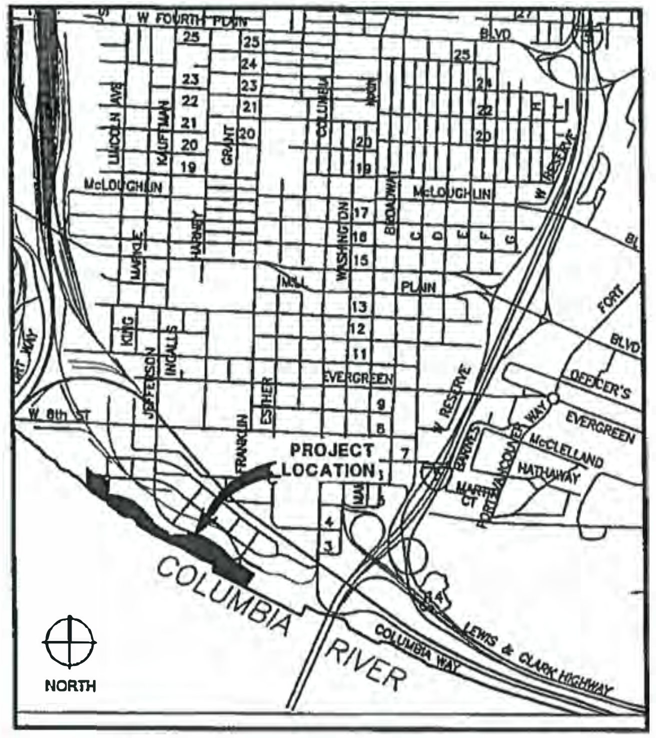
CITY OF Vancouver WASHINGTON Parks & Recreation

CITY OF VANCOUVER

PLAN SET SHOWING WORK TO BE DONE ON DNR LEASE LANDS IN REFERENCE TO LEASE ASSIGNMENT NO. 22-A02524

Date: October 7, 2015

LOCATION MAP



APPROVALS

City of VANCOUVER WASHINGTON

Plans reviewed for compliance with City Standards and Policies

Case Number ENG ________

Recommended for Approval:

Fire Review	Date
Water Review	Date
Sewer Review	Date
Grading (UBC Compliance)	Date
Stormwater and Erosion Control	Date
Transportation Review	Date
Traffic Review	Date
Planning Review	Date

Improvement Summary

Street Improvements	N/A	LF
Water Main Footage	N/A	LF
Sewer Main Footage	N/A	LF
Trenching within City Right of Way	N/A	LF
Total Impervious Surface	17,870	SF
Private Impervious Surface	N/A	AC
Grading	10,100	CY

PLANS FOR PROPOSED

VANCOUVER WATERFRONT TRAIL - CONTRACT 1

PROJECT NUMBER	-	033080
FEDERAL AID NO.	-	TCSP-12WA(003)
FEDERAL AGREEMENT NO.	-	LA - 8762
FEDERAL CONTRACT NO.	-	TA-5815

APPLICANT

CITY OF VANCOUVER PUBLIC WORKS DEPARTMENT
P.O. BOX 1995
VANCOUVER, WASHINGTON 98668-1995
PH: (360) 487-7750 FX: (360) 487-4781

OWNER

CITY OF VANCOUVER WASHINGTON

EROSION CONTROL INSPECTION REQUIRED
CALL (360) 619-1200
BEFORE YOU BEGIN ANY SITEWORK

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PROJECT TEAM

PROJECT LEAD
BergerABAM
210 EAST 13TH STREET, SUITE 300
VANCOUVER, WA 98660
DAVID SACAMANO: 360-823-6117

BergerABAM

LANDSCAPE ARCHITECT
PWL PARTNERSHIP, INC.
500-1201 WEST PENDER STREET
VANCOUVER, BC CANADA V6E 2V2
MARGOT LONG: 604-688-6329

PWL partnership

CIVIL ENGINEER
HDJ DESIGN GROUP
314 W 15TH STREET
VANCOUVER, WA 98660
GREG JELLISON: 360-567-2115

HDJ DESIGN GROUP

ELECTRICAL ENGINEER
ATHAY & ASSOCIATES, INC.
411 NE 83RD STREET
VANCOUVER, WA 98665
RON ATHAY: 360-574-0190

SITE STRUCTURAL
BergerABAM
700 NE MULTNOMAH ST, SUITE 900
PORTLAND, OR 97232
HOWARD WELLS: 503-872-4114

BergerABAM

PIER STRUCTURAL
MARTIN & MARTIN
12499 WEST COLFAX AVE
LAKEWOOD, CO 80215
SHANE McCORMICK: 303-431-6100

Martin/Martin

COSTAL
COAST & HARBOR ENGINEERING
110 JAMES STREET, SUITE 101
EDMONDS, WA 98020
VLADIMIR SHEPSIS: 425-778-6243

COAST & HARBOR ENGINEERING

RICHARD EA DANDARD STATE OF WASHINGTON REGISTERED PROFESSIONAL ENGINEER

10-8-15

CALL 48 HOURS BEFORE YOU DIG 1-800-424-5555 "It's the Law" NORTHWEST UTILITIES NOTIFICATION CENTER

APPROVAL BY: ____________ DESIGN AND CONSTRUCTION ENGINEERING MANAGER

APPROVAL BY: ____________ ENGINEERING MANAGER

G-1

Sheet No. 1 of 22

Federal Aid Number TCSP-12WA(003)

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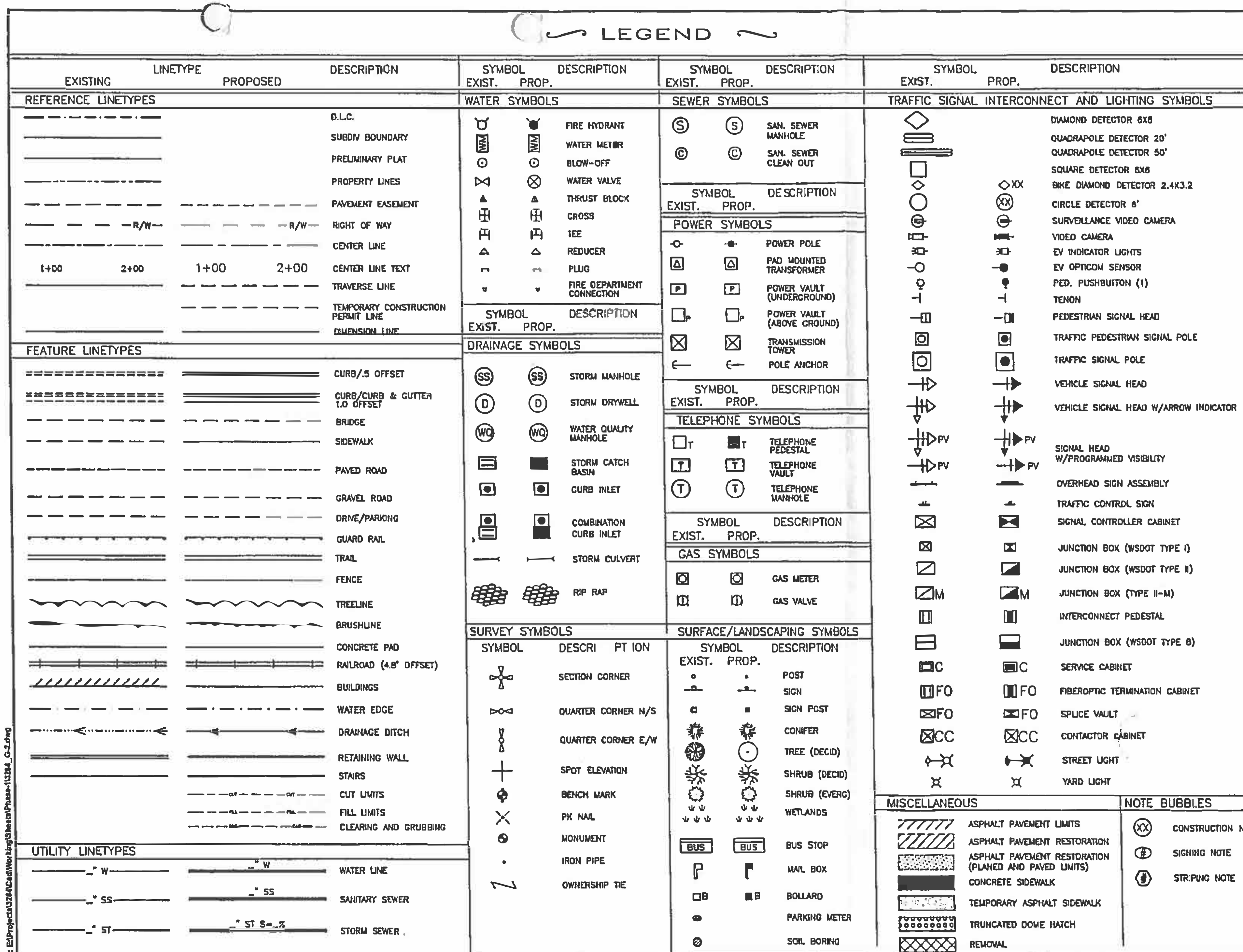
LEGEND



ABBREVIATIONS

&	AND
@	AT
℄, CL	CENTERLINE
ℙ, PL	PROPERTY LINE
%	PERCENT
#	NUMBER
A.B.	AS BUILT
AC.	ACRE
A/C	ASPHALTIC CONCRETE
AGGR.	AGGREGATE
ALT.	ALTERNATE
AP	ANGLE POINT
APPROX.	APPROXIMATELY
ASPH.	ASPHALT
B&B	BALLED AND BUR LAPPED
B.C.	BOTTOM OF CURB
BIT.	BITUMINOUS, BITUMEN
B.O.C.	BACK OF CURB
BOP	BEGINNING OF PROJECT
BOT.	BOTTOM
B.S.	BOTTOM OF SLOPE
C&G	CLEARING & GRUBBING
CAL.	CALIPER
C.B.	CATCH BASIN
C.F.	CUBIC FEET
C.J.	CONTROL JOINT
CLR.	CLEAR
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY PIPE
CONC.	CONCRETE
CONST.	CONSTRUCTION
CONT.	CONTINUOUS
COORD.	COORDINATE
CTSK.	COUNTERSUNK
C.Y.	CUBIC YARDS
DET.	DETAIL
D.F.	DRINKING FOUNTAIN
DIA.	DIAMETER
DI	DUCTILE IRON PIPE
DWG.	DRAWING
E.	EAST
EA.	EACH
E.J.	EXPANSION JOINT
EL.	ELEVATION
EOP	END OF PROJECT
EP	EDGE OF PAVEMENT
EQ.	EQUAL
EX., EXIST.	EXISTING
EXP.	EXPOSED
FFE.	FINISH FLOOR ELEVATION
F.G.	FINISHED GRADE
F.H.	FIRE HYDRANT
FIN.	FINISH
FO	FIBEROPTIC
FIPT	FEMALE IRON PIPE THREAD
F.O.C.	FACE OF CURB
FT.	FOOT OR FEET
FTG.	FOOTING
GA.	GAUGE
GAL.	GALLON
GALV.	GALVANIZED
H.B.	HOSE BIB
H/C, H.C.	HANDICAP
HDR.	HEADER
HORIZ.	HORIZONTAL
H.P.	HIGH POINT
HT.	HEIGHT
HWY.	HIGHWAY
I.D.	INSIDE DIAMETER
I.E.	INVERT ELEVATION
IN.	INCHES
INT	INTERCONNECT
JT.	JOINT
L.A.	LANDSCAPE ARCHITECT
L.F.	LINEAR FEET
L.P.	LOW POINT, LIGHT POLE
LT.	LIGHT
LHT	LIGHTING
MAX.	MAXIMUM
MB	MAILBOX
MED.	MEDIUM
MEMB.	MEMBRANE
MET.	METAL
MFR.	MANUFACTURER
MH.	MANHOLE
MIN.	MINIMUM
MIPT	MALE IRON PIPE THREAD
MISC.	MISCELLANEOUS
N	NORTH
N.I.C.	NOT IN CONTRACT
NO.	NUMBER
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
OPP.	OPPOSITE
P	PARKING
P.A.	PLANTING AREA
PAT.	PATTERN
P.C.	POINT OF CURVATURE
PCC	PORTLAND CEMENT CONC.
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF CONNECTION
P.S.	PIPE SLEEVE
P.T.	POINT OF TANGENCY
PUD	POWER
P.V.C.	POLYVINYL CHLORIDE PIPE
R	RISER
R, RAD.	RADIUS
RIM	RIM ELEVATION
REINF.	REINFORCED, REINFORCING
REQD.	REQUIRED
R.O.W., R/W	RIGHT OF WAY
S	SOUTH
SS	SANITARY SEWER
S.F.	SQUARE FEET
SHT.	SHEET
SLV.	SLEEVE
SPA.	SPACES
SPECS.	SPECIFICATIONS
SQ.	SQUARE
STL.	STEEL
SD	STORM SEWER
T	TREAD
T.C., TC	TOP OF CURB
T.J.	TOOLED JOINT
T.S.	TOP OF SLOPE
T.W.	TOP OF WALL
TEL	TELEPHONE
TV	CABLE TELEVISION
TS	TRAFFIC SIGNAL CONDUIT
TSFO	TRAFFIC SIGNAL CONDUIT FIBEROPTIC
VERT.	VERTICAL
W	WEST, WATER
W/	WITH
W/O	WITHOUT
WPF.	WATERPROOF
W.W.M.	WELDED WIRE MESH

GENERAL NOTES:

1. DATUM IS CITY OF VANCOUVER NGVD '29.
2. ALL CONSTRUCTION AND MATERIAL, UNLESS OTHERWISE SPECIFIED, SHALL BE IN ACCORDANCE WITH THE 2014 STANDARD SPECIFICATIONS AND STANDARD PLANS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION AND THE MOST CURRENT AMENDMENTS TO THESE SPECIFICATIONS AS PREPARED/ADOPTED BY WSDOT AND APWA, THE MOST CURRENT VERSION OF THE MUTCD ADOPTED BY WSDOT AND, THE COV STANDARDS AND SPECIFICATIONS.
3. EXISTING UTILITIES ARE SHOWN ON THE PLANS ACCORDING TO RECORD DRAWINGS AND SURFACE LOCATIONS. THE CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
4. THE LIMITS OF CONSTRUCTION SHALL BE THE AREA WITHIN THE RIGHT-OF-WAY OR AS INDICATED ON THE PLANS OR AS DIRECTED BY THE ENGINEER. ALL DISTURBED AREAS SHALL BE RESEEDED OR RESTORED ACCORDING TO SPECIFICATIONS.
5. AT THE END OF EACH WORKDAY THE CONTRACTOR SHALL CLEAN THE PROJECT AREA AND LEAVE IT IN A NEAT AND SECURED MANNER. UPON COMPLETION, THE CONTRACTOR SHALL LEAVE THE PROJECT AREA FREE OF DEBRIS AND UNUSED MATERIAL.
6. THE CONTRACTOR SHALL PRUNE ALL VEGETATION AS NECESSARY AWAY AND UP FROM THE NEW SIDEWALK AND PERFORM ANY ROOT REMOVAL TO ANSI A-300 PRUNING STANDARDS AND INTERNATION SOCIETY OF ARBORICULTURE (ISA) PRUNING GUIDELINES BY WASHINGTON STATE REGISTERED TREE CARE FIRM EMPLOYING ISA CERTIFIED ARBORISTS AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL PROTECT ALL EXISTING LANDSCAPING THAT IS TO REMAIN.
7. CONTRACTOR SHALL NOTIFY OTHER PUBLIC UTILITIES (GAS, PHONE, ELECTRIC, CABLE TV, ETC.) TO MAKE ALL NECESSARY ADJUSTMENTS TO RESPECTIVE FACILITIES.
8. ALL PEDESTRIAN RAMPS SHALL BE CITY STANDARD, UNLESS DIRECTED OTHERWISE BY THE ENGINEER.
9. STRIPING AND SIGNING WORK, UNLESS OTHERWISE NOTED, SHALL BE COMPLETED BY THE CONTRACTOR. THE CONTRACTOR SHALL COORDINATE THIS WORK WITH THE ENGINEER. TEMPORARY SIGNING SHALL BE INSTALLED BY THE CONTRACTOR, AS REQUIRED AND DIRECTED BY THE ENGINEER.
10. TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. IT SHALL BE SUBJECT TO THE APPROVAL OF THE CITY OF VANCOUVER ENGINEER, AND SECTION 1-10 TRAFFIC CONTROL OF THE SPECIFICATION.
11. CURB RETURN ELEVATIONS GIVEN ARE AT TOP OF CURB, UNLESS OTHERWISE NOTED.
12. THE CONTRACTOR SHALL MAKE EVERY REASONABLE EFFORT TO PROTECT THE REMAINING EXISTING CONCRETE CURBS AND SIDEWALKS AS INDICATED ON THE PLANS.
13. SIDEWALK WIDTHS ARE MEASURED FROM FACE OF CURB TO THE BACK OF SIDEWALK, AND HAVE A 1.5% CROSS SLOPE.
14. THE CONTRACTOR SHALL PERFORM ALL EROSION CONTROL WORK IN ACCORDANCE TO THE CITY OF VANCOUVER EROSION CONTROL ORDINANCE, SECTION 14.24.
15. ALL MATERIAL SHALL BE PROVIDED BY CONTRACTOR UNLESS OTHERWISE SPECIFIED.

Federal Aid Number TCSP-12WA(003)

City of Vancouver Washington Parks & Recreation

VANCOUVER WATERFRONT
TRAIL - CONTRACT 1

OWNER: CITY OF VANCOUVER, Vancouver, Washington

APPLICANT: Vancouver Public Works Department, Vancouver, Washington (360) 487-7750

BergerABAM

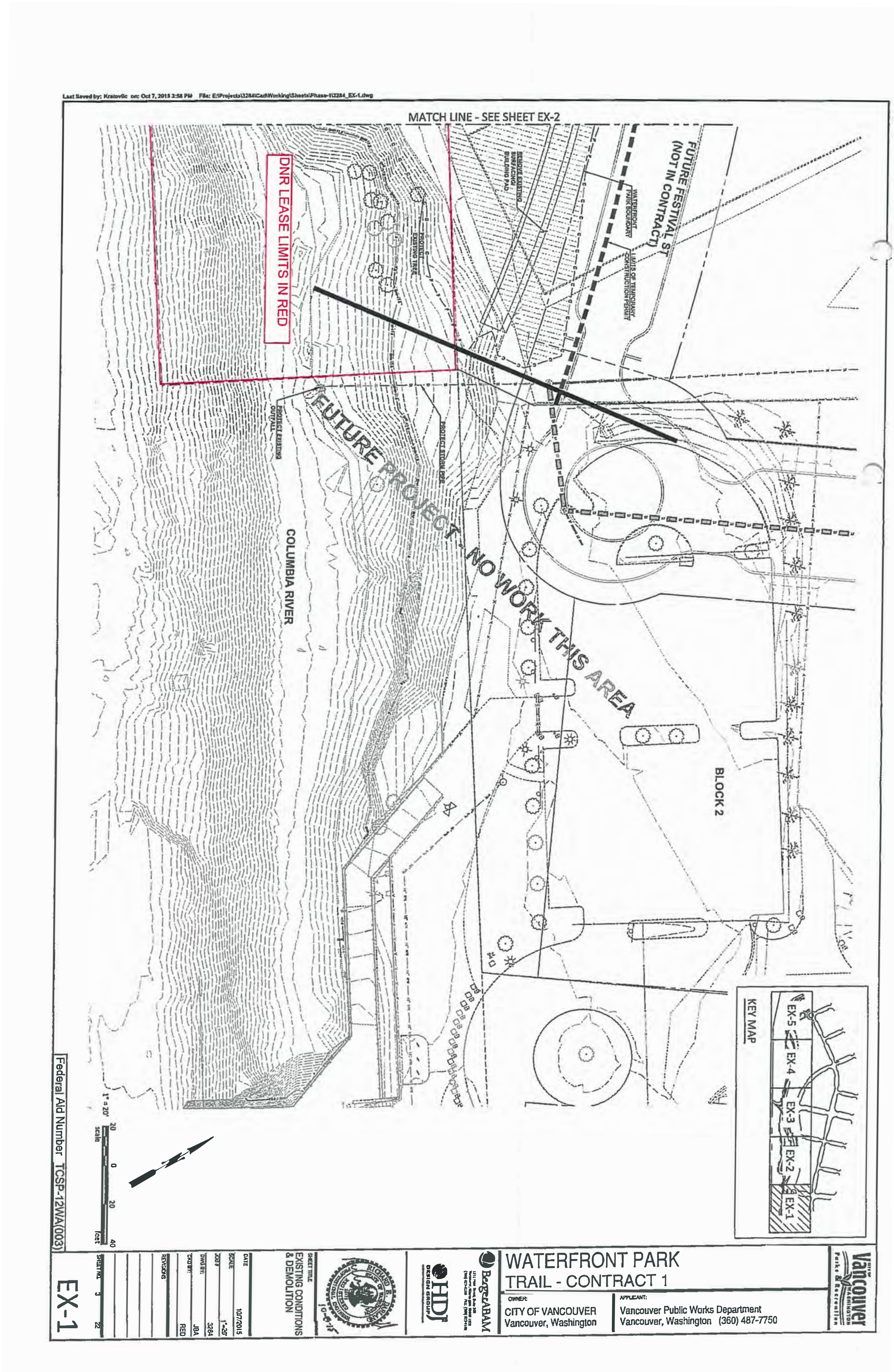
HDJ DESIGN GROUP

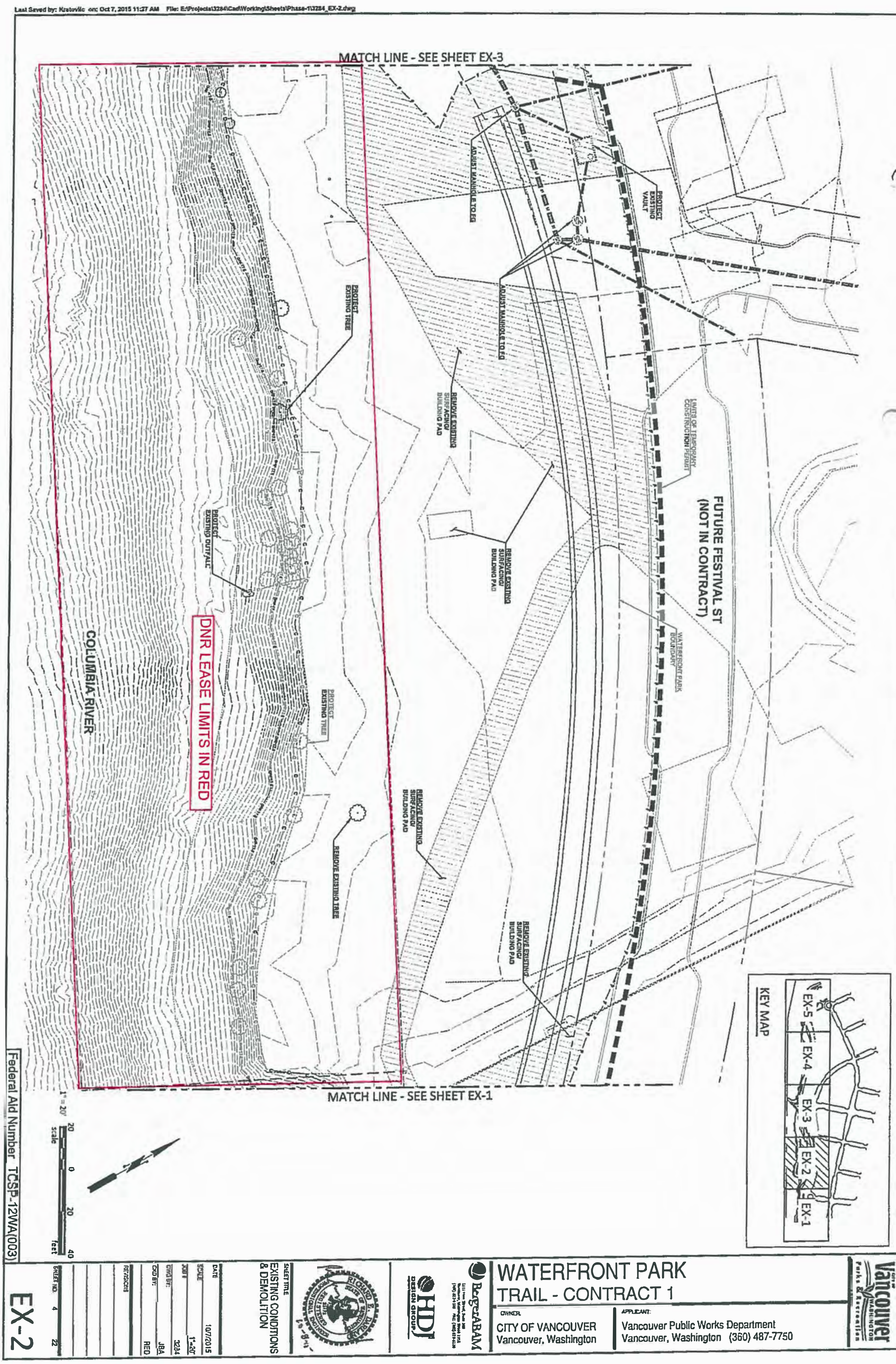
RICHARD E. ... STATE OF WASHINGTON ... REGISTERED PROFESSIONAL ENGINEER 10-8-15

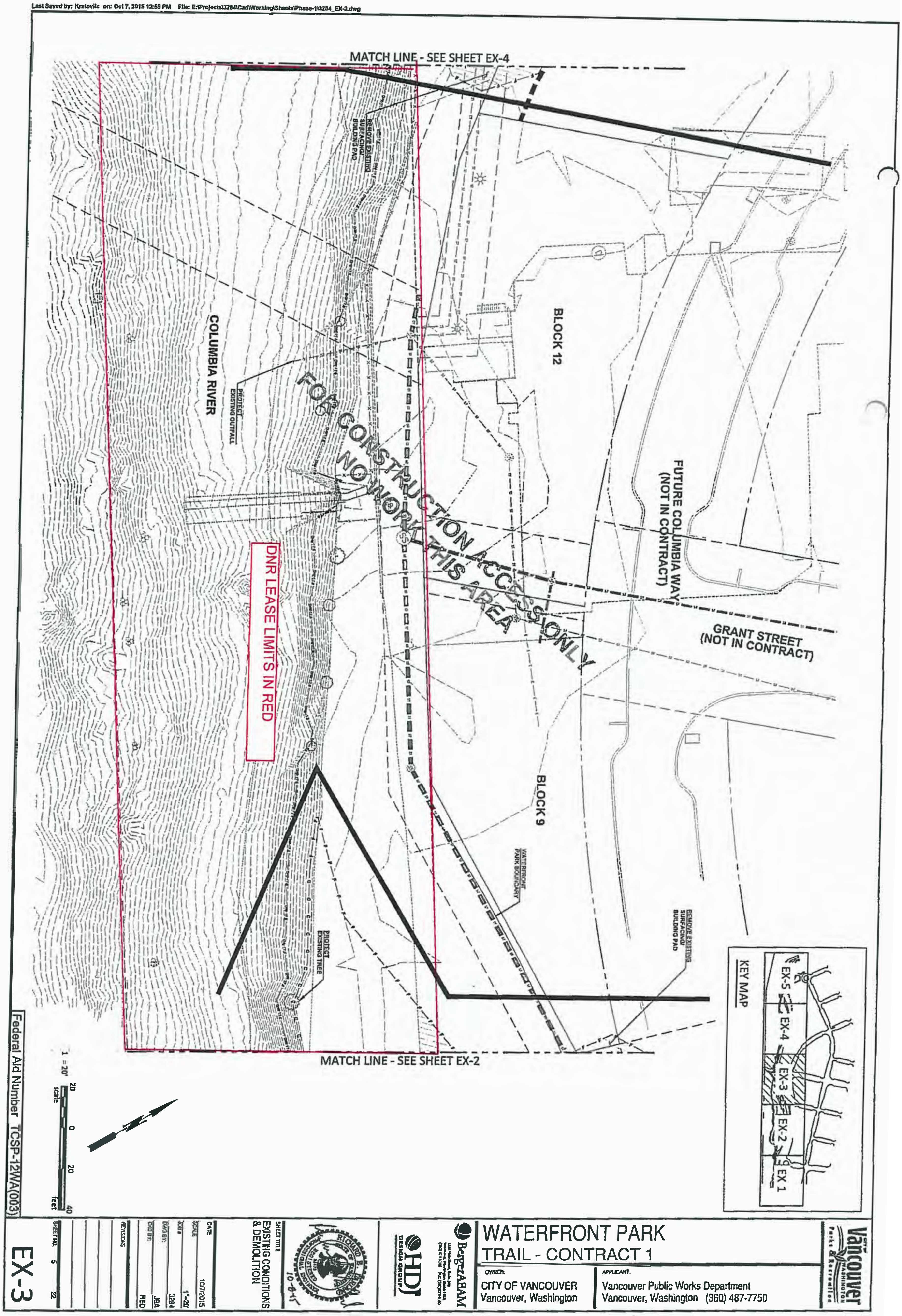
SHEET TITLE: GENERAL NOTES, ABBREVIATIONS & LEGEND

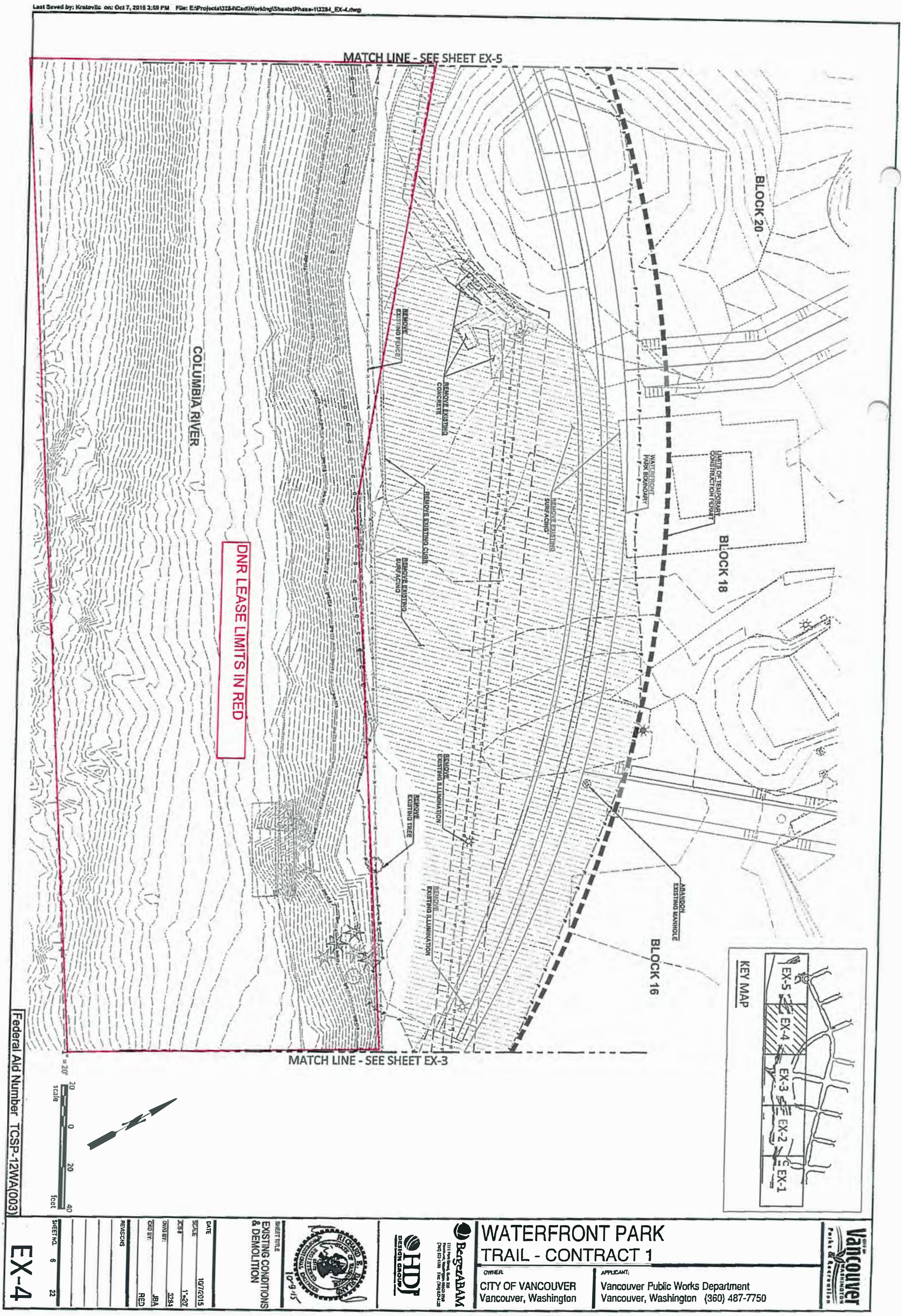
DATE	10/7/2015
SCALE	1"=20'
JOB #	3284
DWG BY:	JBA
CKD BY:	RED
REVISIONS	
SHEET NO.	2 of 22

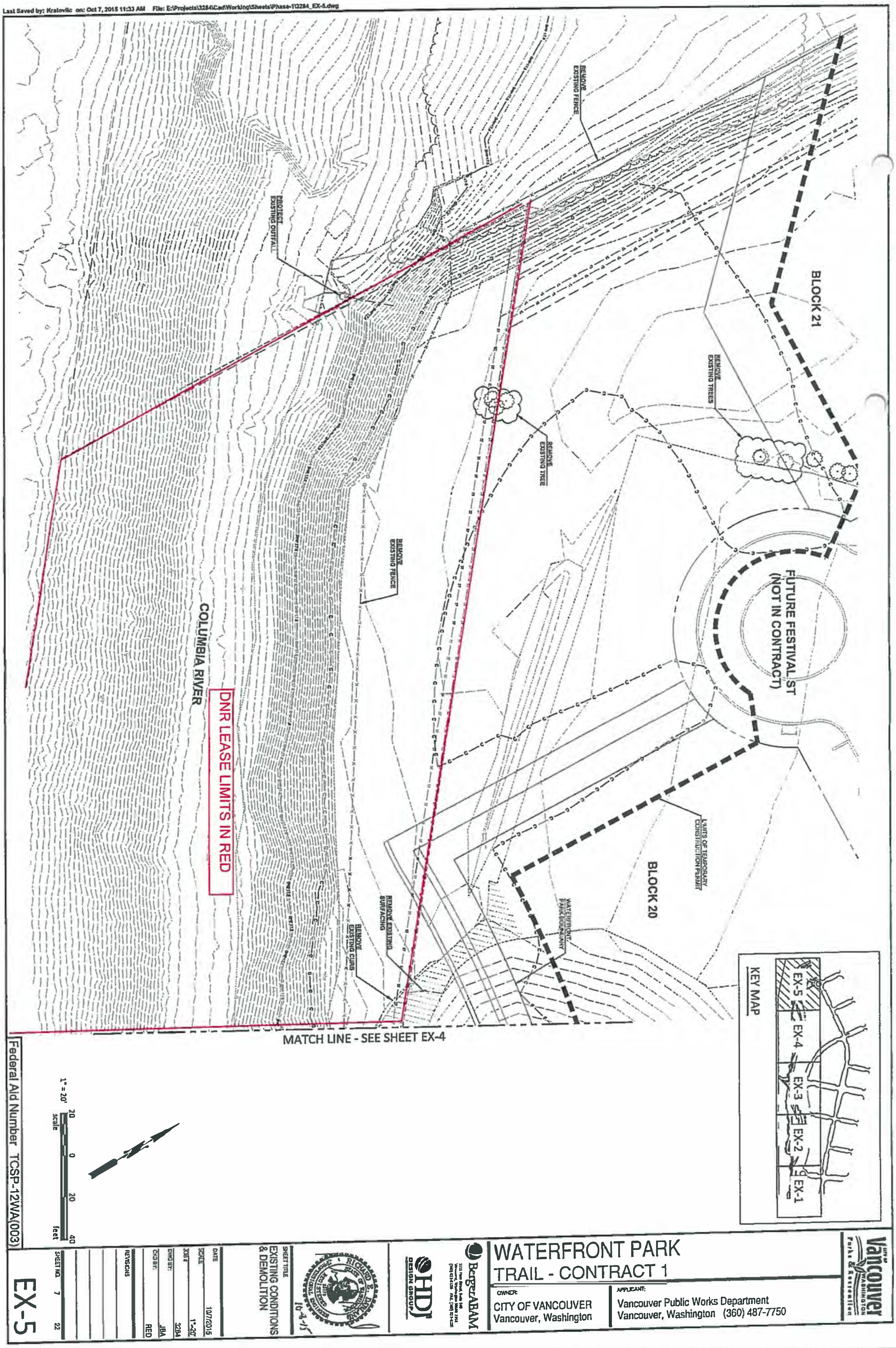
G-2

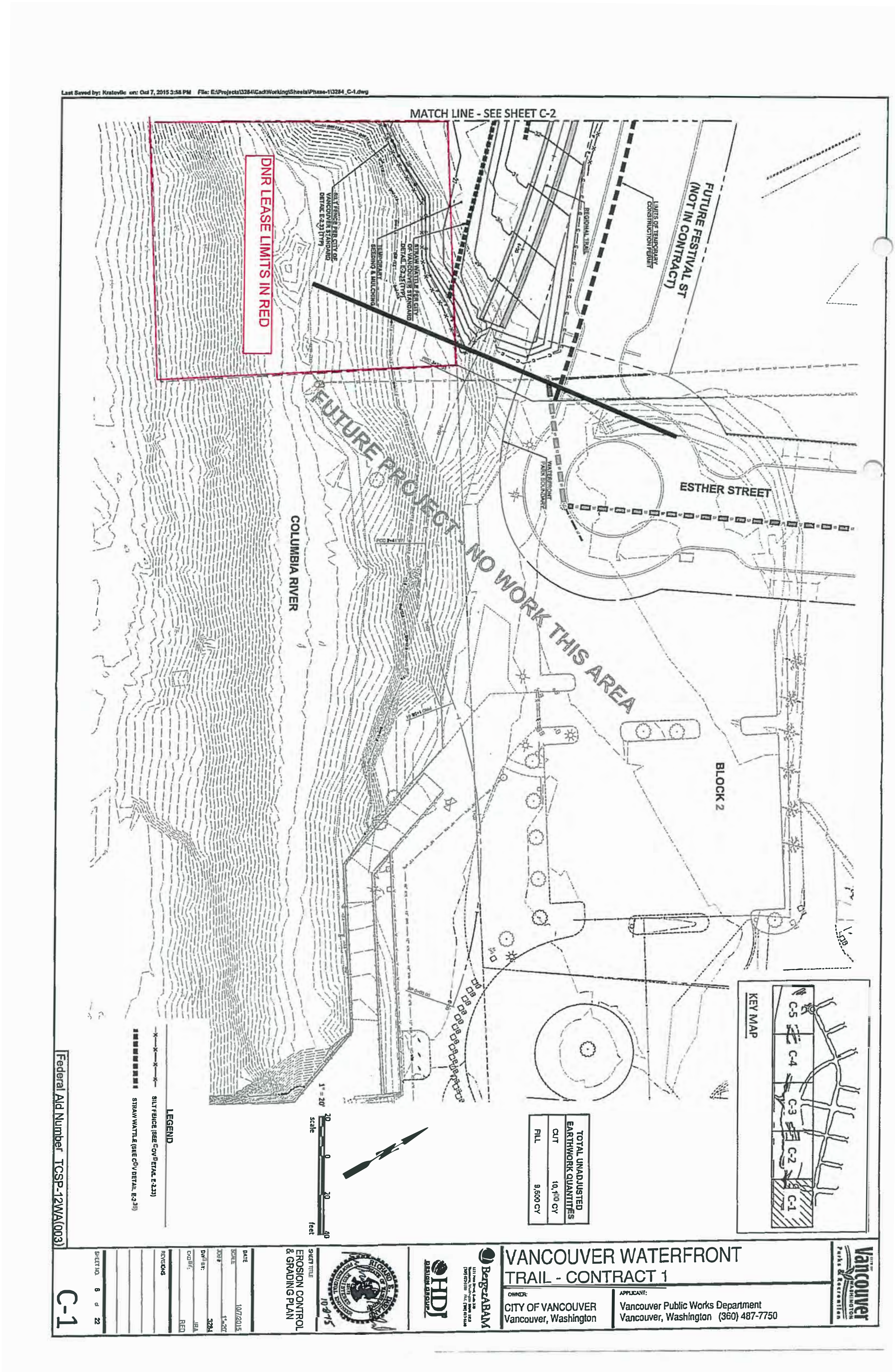

MATCH LINE - SEE SHEET EX-2
FUTURE FESTIVAL ST (NOT IN CONTRACT)
DNR LEASE LIMITS IN RED
FUTURE PROJECT - NO WORK THIS AREA
COLUMBIA RIVER
BLOCK 2
KEY MAP
EX-5
EX-4
EX-3
EX-2
EX-1
Federal Aid Number TCSP-12WA(003)
WATERFRONT PARK
TRAIL - CONTRACT 1
CITY OF VANCOUVER
Vancouver, Washington
Vancouver Public Works Department
Vancouver, Washington (360) 487-7750
EXISTING CONDITIONS & DEMOLITION
EX-1

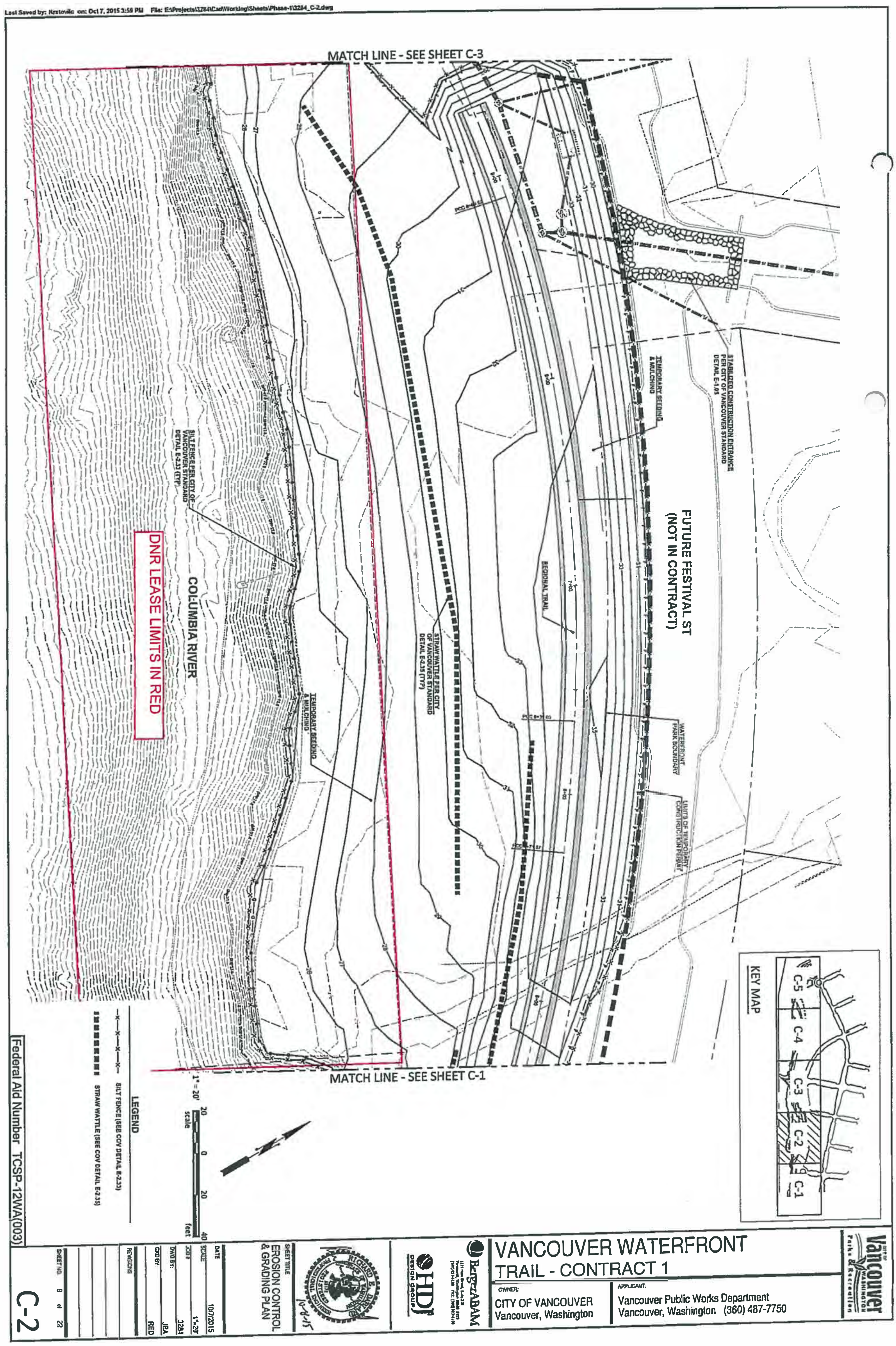

MATCH LINE - SEE SHEET EX-3
MATCH LINE - SEE SHEET EX-1
DNR LEASE LIMITS IN RED
COLUMBIA RIVER
FUTURE FESTIVAL ST (NOT IN CONTRACT)
PROTECT EXISTING VAULT
ADJUST MANHOLE TO EG
PROTECT EXISTING TREE
REMOVE EXISTING SURFACING/ BUILDING PAD
PROTECT EXISTING OUTFALL
WATERFRONT PARK BOUNDARY
REMOVE EXISTING TREE
KEY MAP
EX-5
EX-4
EX-3
EX-2
EX-1
Federal Aid Number TCSP-12WA(003)
1" = 20'
scale
feet
WATERFRONT PARK
TRAIL - CONTRACT 1
OWNER:
CITY OF VANCOUVER
Vancouver, Washington
APPLICANT:
Vancouver Public Works Department
Vancouver, Washington (360) 487-7750
SHEET TITLE
EXISTING CONDITIONS & DEMOLITION
DATE 10/7/2015
SCALE 1"=20'
JOB # 3284
DWN BY: JBA
CKD BY: RED
EX-2

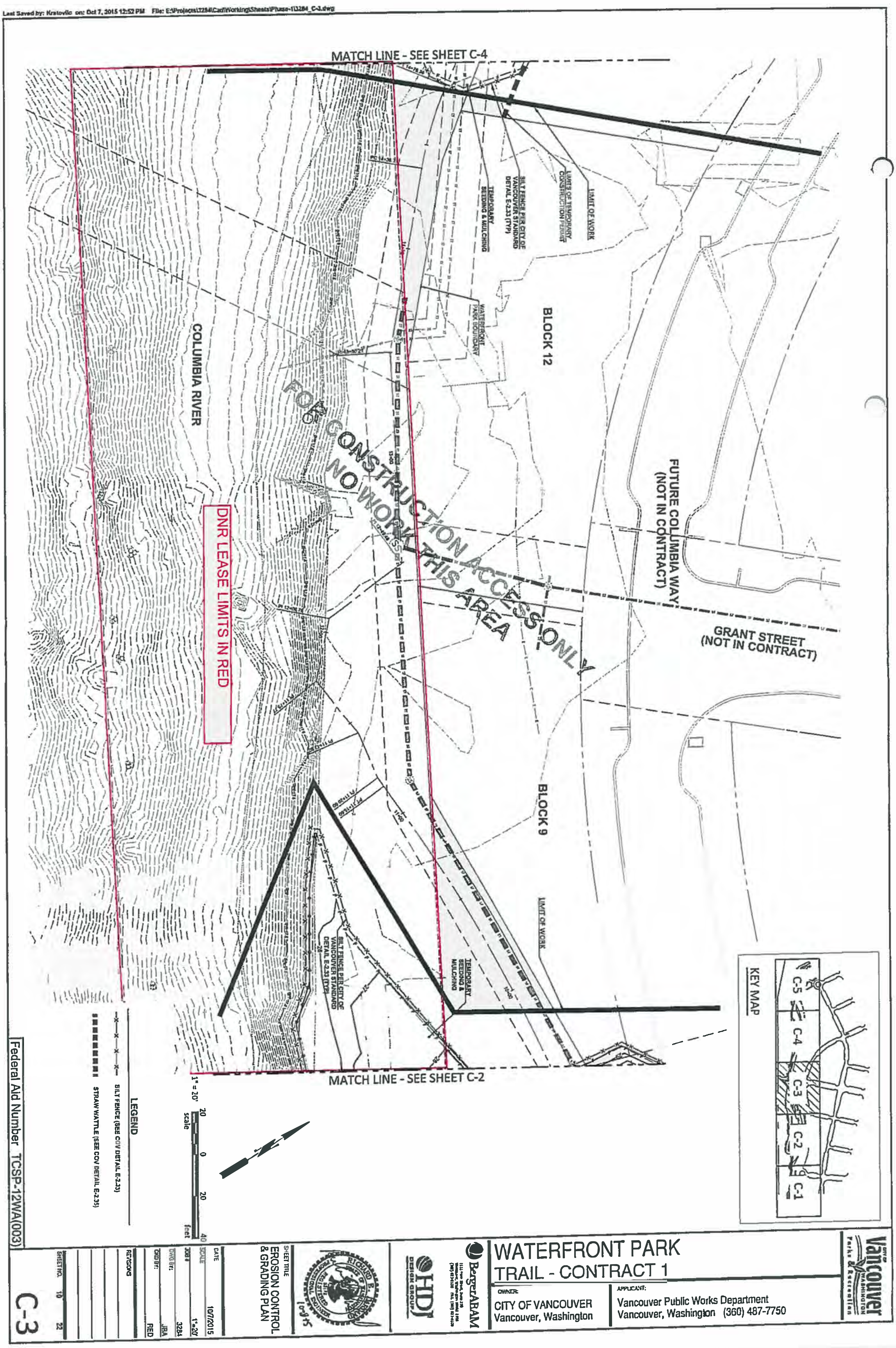

MATCH LINE - SEE SHEET EX-4
COLUMBIA RIVER
BLOCK 12
FOR CONSTRUCTION ACCESS ONLY
NO WORK THIS AREA
DNR LEASE LIMITS IN RED
FUTURE COLUMBIA WAY (NOT IN CONTRACT)
GRANT STREET (NOT IN CONTRACT)
BLOCK 9
MATCH LINE - SEE SHEET EX-2
KEY MAP
EX-5
EX-4
EX-3
EX-2
EX-1
Federal Aid Number TCSP-12WA(003)
WATERFRONT PARK
TRAIL - CONTRACT 1
CITY OF VANCOUVER
Vancouver, Washington
Vancouver Public Works Department
Vancouver, Washington (360) 487-7750
EXISTING CONDITIONS & DEMOLITION
EX-3

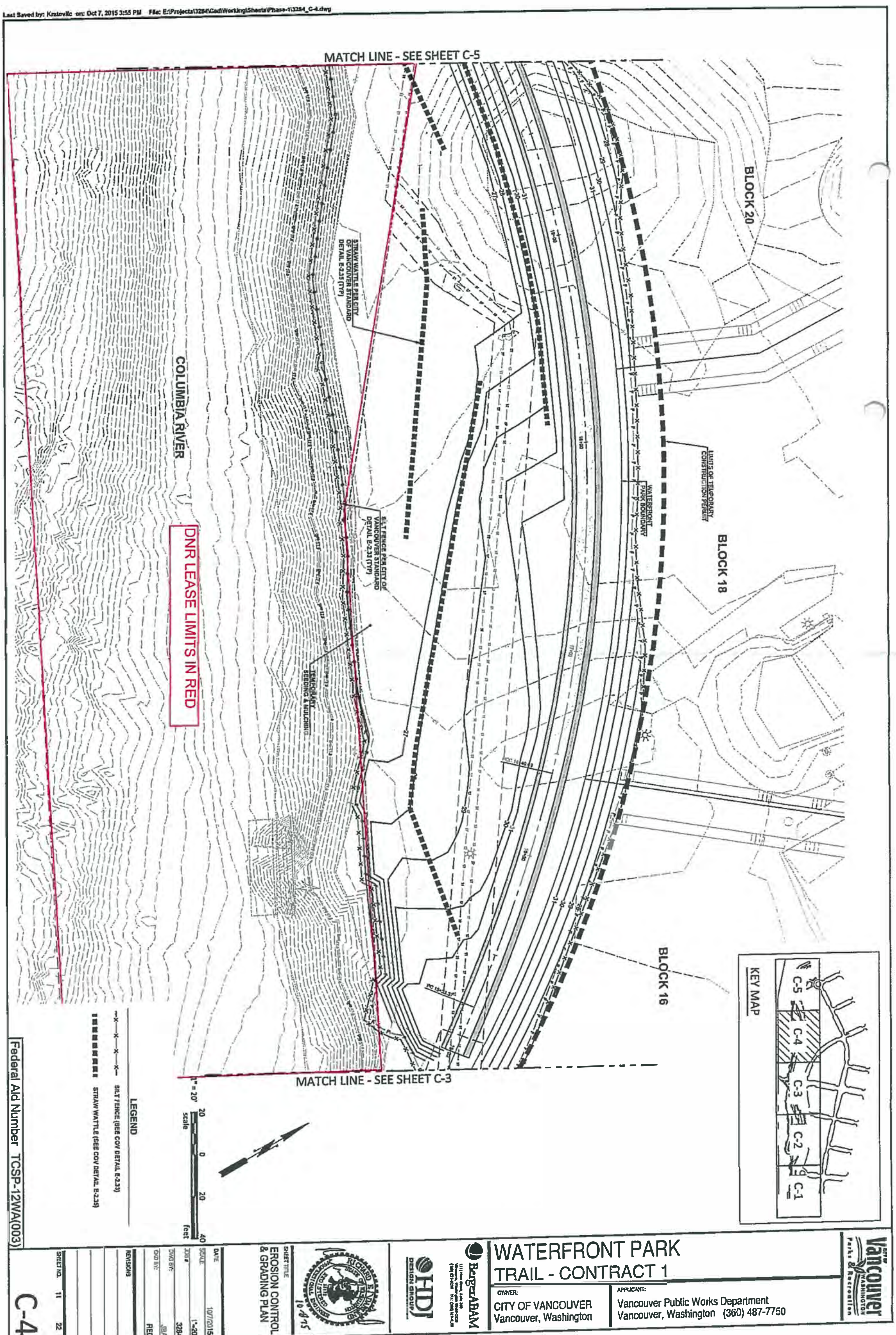

MATCH LINE - SEE SHEET EX-5
COLUMBIA RIVER
DNR LEASE LIMITS IN RED
BLOCK 20
BLOCK 18
BLOCK 16
MATCH LINE - SEE SHEET EX-3
KEY MAP
EX-5
EX-4
EX-3
EX-2
EX-1
Federal Aid Number TCSP-12WA(003)
EX-4
EXISTING CONDITIONS & DEMOLITION
10/7/2015
WATERFRONT PARK
TRAIL - CONTRACT 1
CITY OF VANCOUVER
Vancouver, Washington
Vancouver Public Works Department
Vancouver, Washington (360) 487-7750

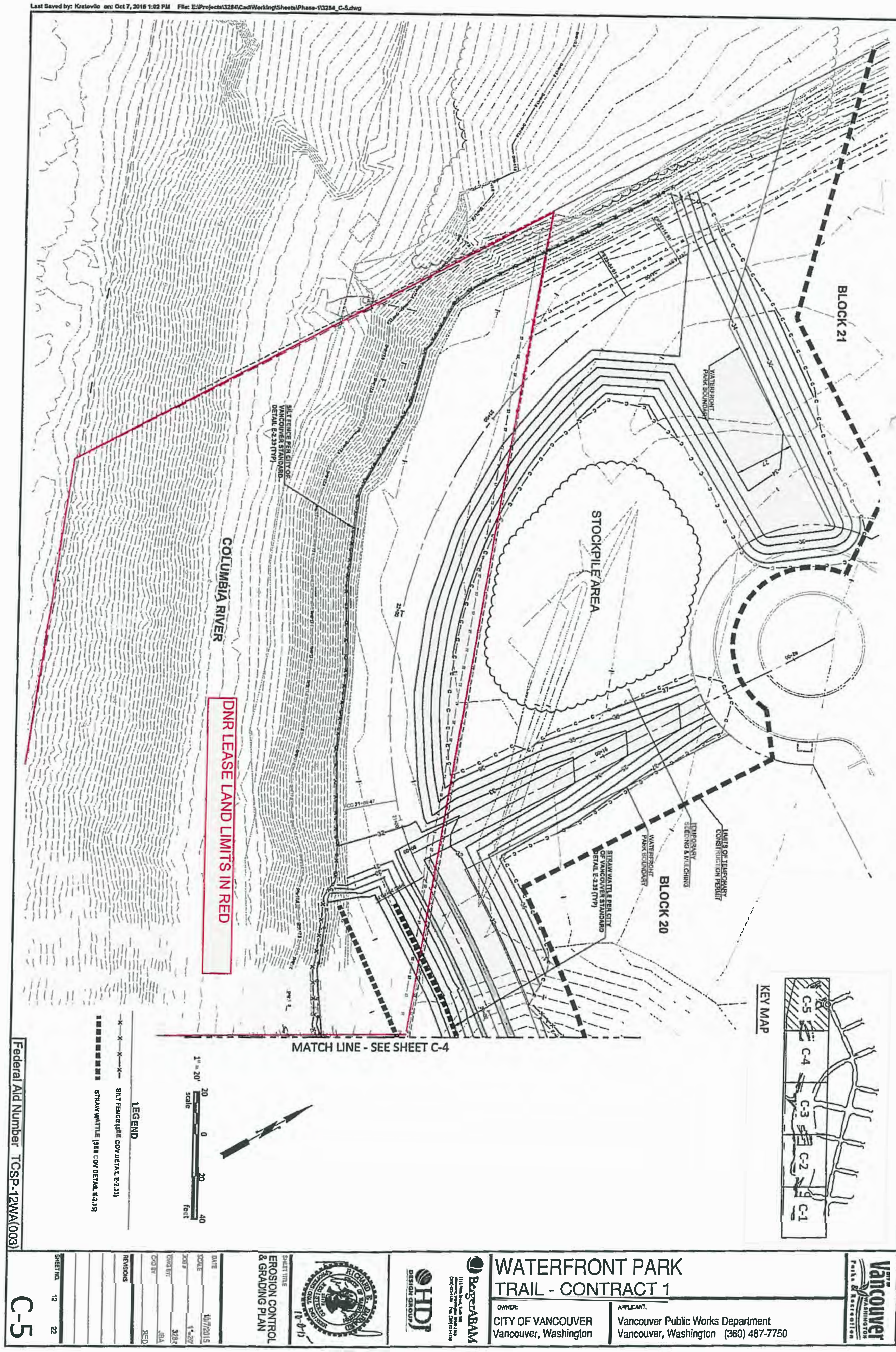

DNR LEASE LIMITS IN RED
COLUMBIA RIVER
BLOCK 21
BLOCK 20
FUTURE FESTIVAL ST
(NOT IN CONTRACT)
REMOVE EXISTING FENCE
REMOVE EXISTING TREES
REMOVE EXISTING TREE
REMOVE EXISTING SURFACING
REMOVE EXISTING CURB
PROTECT EXISTING OUTFALL
LIMITS OF TEMPORARY CONSTRUCTION PERMIT
MATCH LINE - SEE SHEET EX-4
KEY MAP
EX-5
EX-4
EX-3
EX-2
EX-1
1" = 20'
Federal Aid Number TCSP-12WA(003)
WATERFRONT PARK
TRAIL - CONTRACT 1
OWNER:
CITY OF VANCOUVER
Vancouver, Washington
APPLICANT:
Vancouver Public Works Department
Vancouver, Washington (360) 487-7750
BergerABAM
HDJ DESIGN GROUP
EXISTING CONDITIONS & DEMOLITION
DATE 10/7/2015
SCALE 1"=20'
JOB # 3284
DWG BY: JBA
CHD BY: RED
SHEET NO. 7 22
EX-5

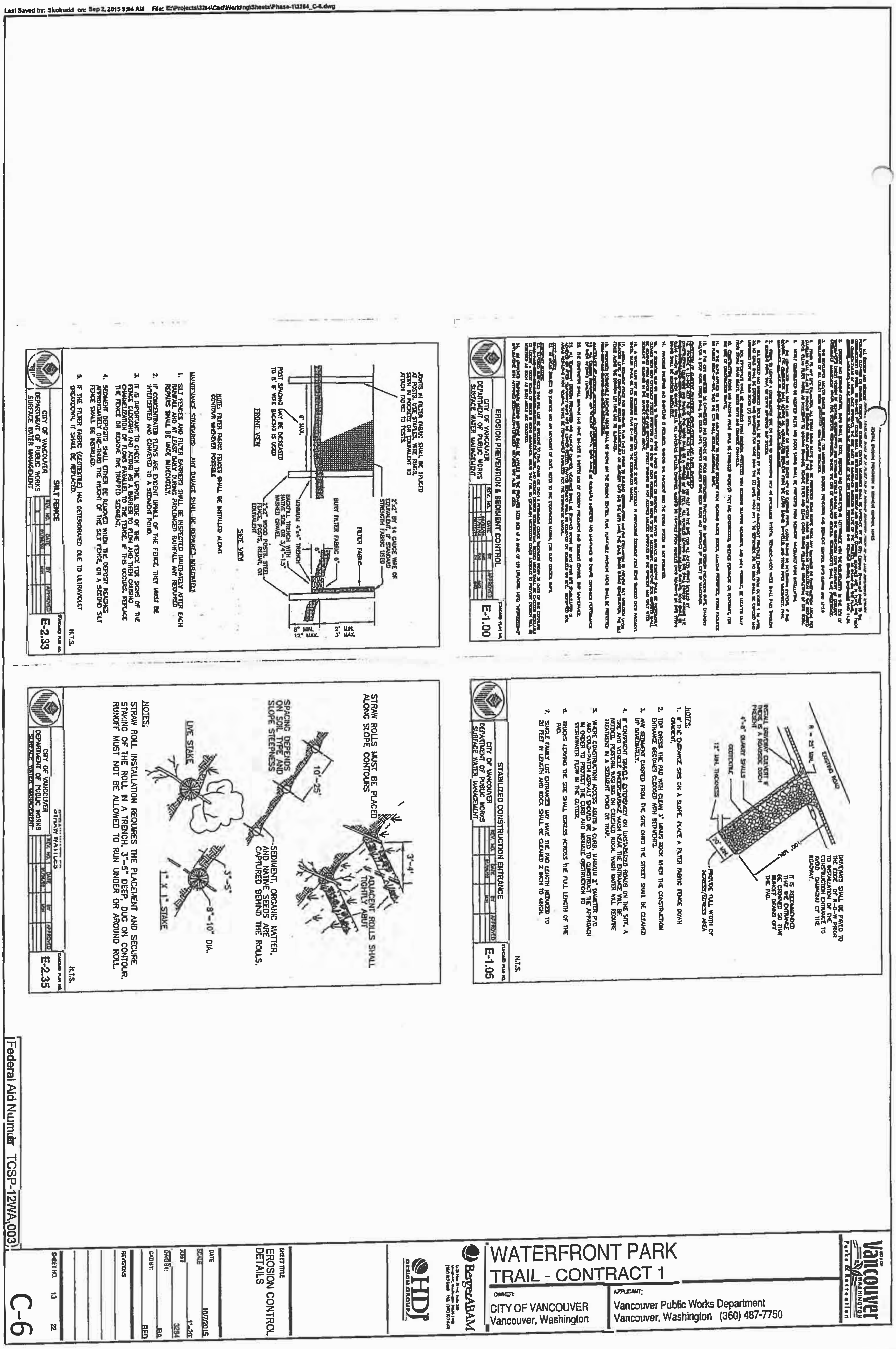

MATCH LINE - SEE SHEET C-2
DNR LEASE LIMITS IN RED
FUTURE FESTIVAL ST (NOT IN CONTRACT)
FUTURE PROJECT - NO WORK THIS AREA
ESTHER STREET
COLUMBIA RIVER
BLOCK 2
KEY MAP
LEGEND
TOTAL UNADJUSTED EARTHWORK QUANTITIES
FILL 9,600 CY
VANCOUVER WATERFRONT
TRAIL - CONTRACT 1
CITY OF VANCOUVER
Vancouver, Washington
Vancouver Public Works Department
Vancouver, Washington (360) 487-7750
EROSION CONTROL & GRADING PLAN
Federal Aid Number TCSP-12WA(003)
C-1

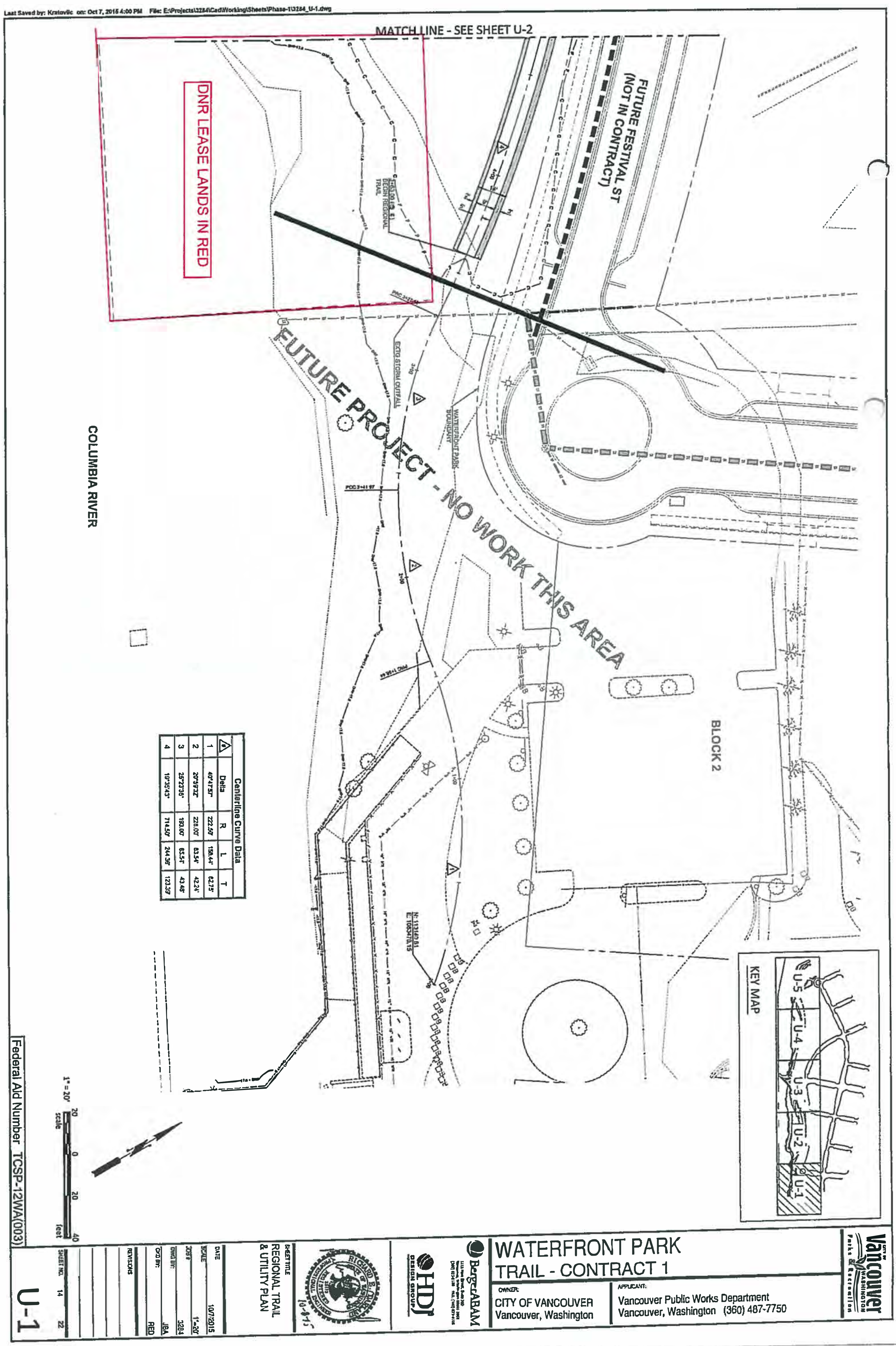

MATCH LINE - SEE SHEET C-3
MATCH LINE - SEE SHEET C-1
DNR LEASE LIMITS IN RED
COLUMBIA RIVER
FUTURE FESTIVAL ST (NOT IN CONTRACT)
KEY MAP
C-5
C-4
C-3
C-2
C-1
LEGEND
SILT FENCE (SEE COV DETAIL E-2.33)
STRAW WATTLE (SEE COV DETAIL E-2.35)
1" = 20'
scale
feet
Federal Aid Number TCSP-12WA(003)
C-2
VANCOUVER WATERFRONT TRAIL - CONTRACT 1
OWNER:
CITY OF VANCOUVER
Vancouver, Washington
APPLICANT:
Vancouver Public Works Department
Vancouver, Washington (360) 487-7750
EROSION CONTROL & GRADING PLAN
DATE 10/7/2015
SCALE 1"=20'
JOB # 3284
DWG BY: JBA
CHD BY: RED
SHEET NO. 9 of 22
HDR
BergerABAM

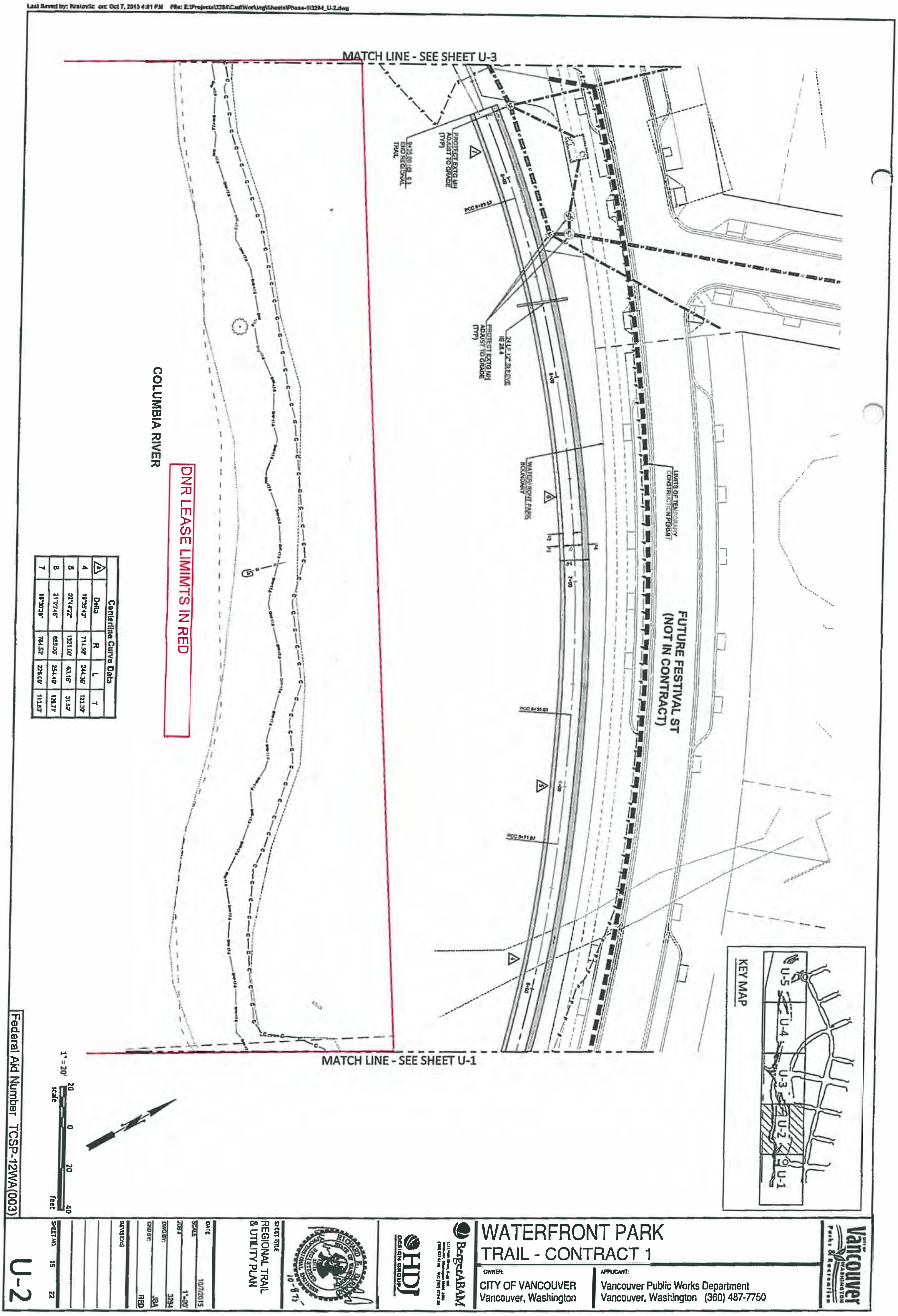

MATCH LINE - SEE SHEET C-4
COLUMBIA RIVER
DNR LEASE LIMITS IN RED
FOR CONSTRUCTION ACCESS ONLY
NO WORK THIS AREA
BLOCK 12
BLOCK 9
FUTURE COLUMBIA WAY (NOT IN CONTRACT)
GRANT STREET (NOT IN CONTRACT)
LIMIT OF WORK
MATCH LINE - SEE SHEET C-2
KEY MAP
LEGEND
SILT FENCE (SEE COV DETAIL E-2.33)
STRAW WATTLE (SEE COV DETAIL E-2.35)
1" = 20'
Federal Aid Number TCSP-12WA(003)
WATERFRONT PARK
TRAIL - CONTRACT 1
OWNER: CITY OF VANCOUVER Vancouver, Washington
APPLICANT: Vancouver Public Works Department Vancouver, Washington (360) 487-7750
EROSION CONTROL & GRADING PLAN
C-3


MATCH LINE - SEE SHEET C-5
COLUMBIA RIVER
DNR LEASE LIMITS IN RED
BLOCK 20
BLOCK 18
BLOCK 16
STRAW WATTLE PER CITY OF VANCOUVER STANDARD DETAIL E-2.35 (TYP)
SILT FENCE PER CITY OF VANCOUVER STANDARD DETAIL E-2.33 (TYP)
TEMPORARY SEEDING & MULCHING
LIMITS OF TEMPORARY CONSTRUCTION PERMIT
WATERFRONT PARK BOUNDARY
MATCH LINE - SEE SHEET C-3
KEY MAP
C-5
C-4
C-3
C-2
C-1
LEGEND
SILT FENCE (SEE COV DETAIL E-2.33)
STRAW WATTLE (SEE COV DETAIL E-2.35)
1" = 20'
scale
20 0 20 40
feet
Federal Aid Number TCSP-12WA(003)
WATERFRONT PARK
TRAIL - CONTRACT 1
OWNER:
CITY OF VANCOUVER
Vancouver, Washington
APPLICANT:
Vancouver Public Works Department
Vancouver, Washington (360) 487-7750
BergerABAM
HDJ DESIGN GROUP
SHEET TITLE
EROSION CONTROL & GRADING PLAN
DATE 10/7/2015
SCALE 1"=20'
JOB # 3284
DWG BY JBA
CHD BY RED
REVISIONS
SHEET NO. 11 22
C-4


DNR LEASE LAND LIMITS IN RED
COLUMBIA RIVER
STOCKPILE AREA
BLOCK 21
BLOCK 20
WATERFRONT PARK BOUNDARY
LIMITS OF TEMPORARY CONSTRUCTION PERMIT
MATCH LINE - SEE SHEET C-4
KEY MAP
C-5
C-4
C-3
C-2
C-1
LEGEND
SILT FENCE (SEE COV DETAIL E-2.33)
STRAW WATTLE (SEE COV DETAIL E-2.35)
1" = 20'
scale
feet
WATERFRONT PARK
TRAIL - CONTRACT 1
CITY OF VANCOUVER
Vancouver, Washington
Vancouver Public Works Department
Vancouver, Washington (360) 487-7750
EROSION CONTROL & GRADING PLAN
Federal Aid Number TCSP-12WA(003)
C-5

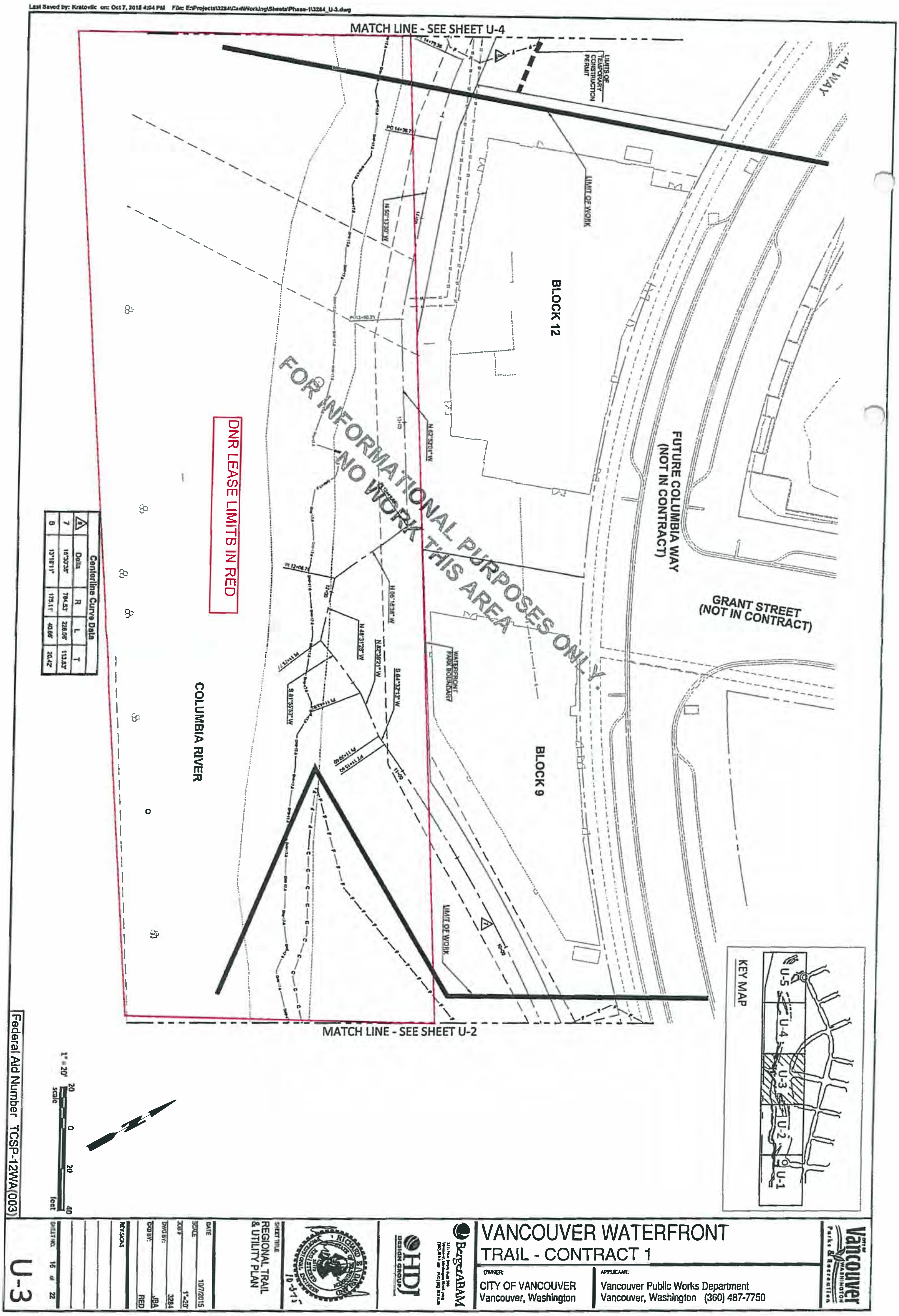

Last Saved by: Skolrudd on: Sep 2, 2015 9:04 AM File: E:\Projects\3284\Cad\Working\Sheets\Phase-1\3284_C-6.dwg
EROSION PREVENTION & SEDIMENT CONTROL
E-1.00
SILT FENCE
E-2.33
STABILIZED CONSTRUCTION ENTRANCE
E-1.05
E-2.35
CITY OF VANCOUVER
DEPARTMENT OF PUBLIC WORKS
SURFACE WATER MANAGEMENT
STRAW ROLLS MUST BE PLACED ALONG SLOPE CONTOURS
ADJACENT ROLLS SHALL TIGHTLY ABUT
SPACING DEPENDS ON SOIL TYPE AND SLOPE STEEPNESS
SEDIMENT, ORGANIC MATTER, AND NATIVE SEEDS ARE CAPTURED BEHIND THE ROLLS.
NOTES:
STRAW ROLL INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE ROLL IN A TRENCH, 3"-5" DEEP, DUG ON CONTOUR. RUNOFF MUST NOT BE ALLOWED TO RUN UNDER OR AROUND ROLL.
Federal Aid Number TCSP-12WA(003)
WATERFRONT PARK
TRAIL - CONTRACT 1
OWNER:
CITY OF VANCOUVER
Vancouver, Washington
APPLICANT:
Vancouver Public Works Department
Vancouver, Washington (360) 487-7750
SHEET TITLE
EROSION CONTROL DETAILS
DATE 10/7/2015
SCALE 1"=20'
JOB# 3284
DWG BY: JBA
CKD BY: RED
SHEET NO. 13 22
C-6

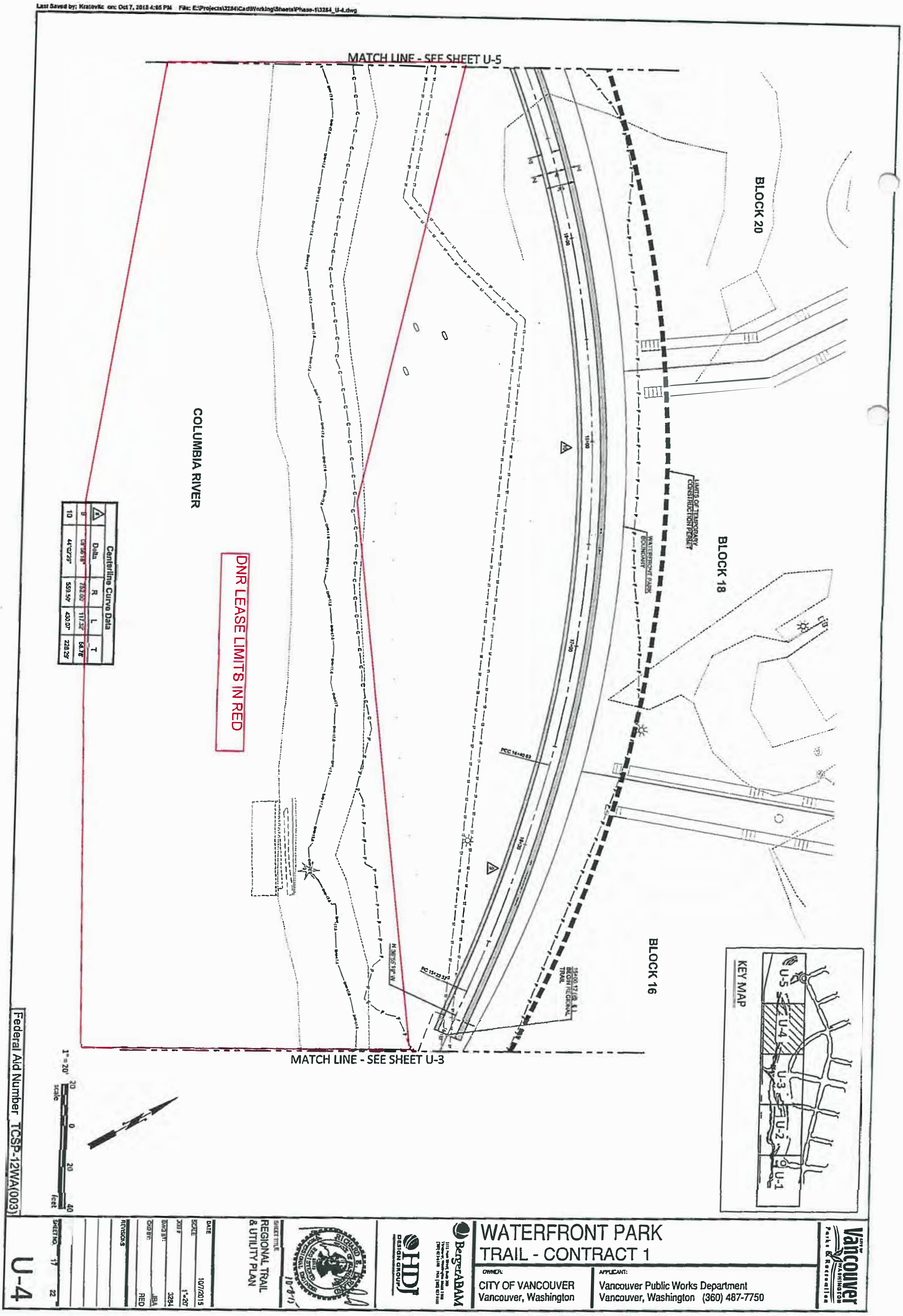

MATCH LINE - SEE SHEET U-2
DNR LEASE LANDS IN RED
FUTURE FESTIVAL ST (NOT IN CONTRACT)
FUTURE PROJECT - NO WORK THIS AREA
COLUMBIA RIVER
BLOCK 2
EXTG STORM OUTFALL
WATERFRONT PARK BOUNDARY
Centerline Curve Data
Delta
R
L
T
KEY MAP
U-5
U-4
U-3
U-2
U-1
Federal Aid Number TCSP-12WA(003)
1" = 20'
scale
feet
WATERFRONT PARK
TRAIL - CONTRACT 1
OWNER:
CITY OF VANCOUVER
Vancouver, Washington
APPLICANT:
Vancouver Public Works Department
Vancouver, Washington (360) 487-7750
BergerABAM
HDJ DESIGN GROUP
REGIONAL TRAIL
& UTILITY PLAN
DATE 10/7/2015
SCALE 1"=20'
JOB # 3284
DWG BY: JBA
CK'D BY: RED
REVISIONS
SHEET NO. 14 22
U-1

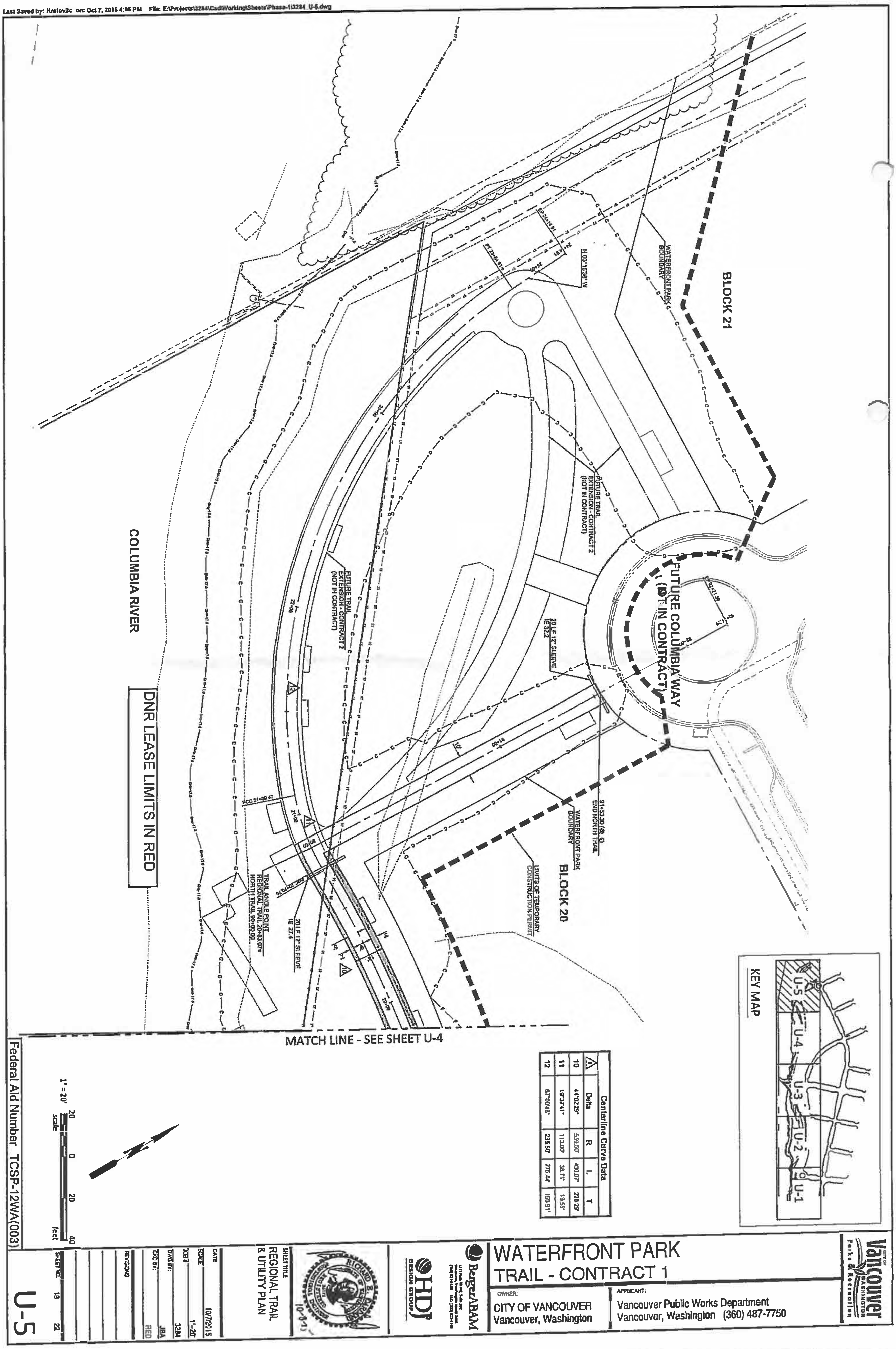


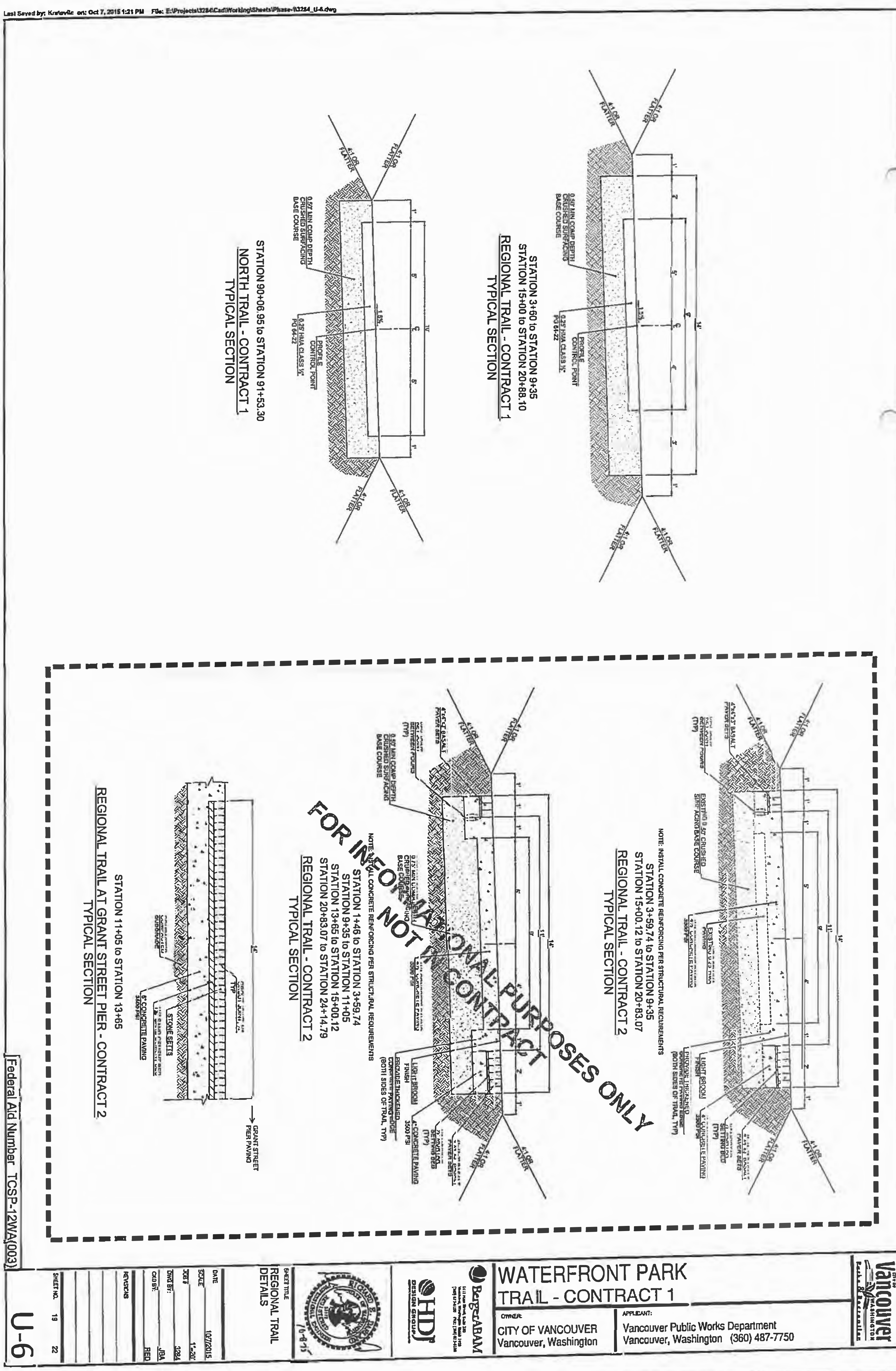
Δ	Delta	R	L	T
4	19°35'43"	714.50'	244.36'	123.39'
5	02°44'22"	1321.00'	63.16'	31.57'
6	21°07'46"	680.00'	254.43'	128.71'
7	16°30'38"	784.53'	226.05'	113.83'

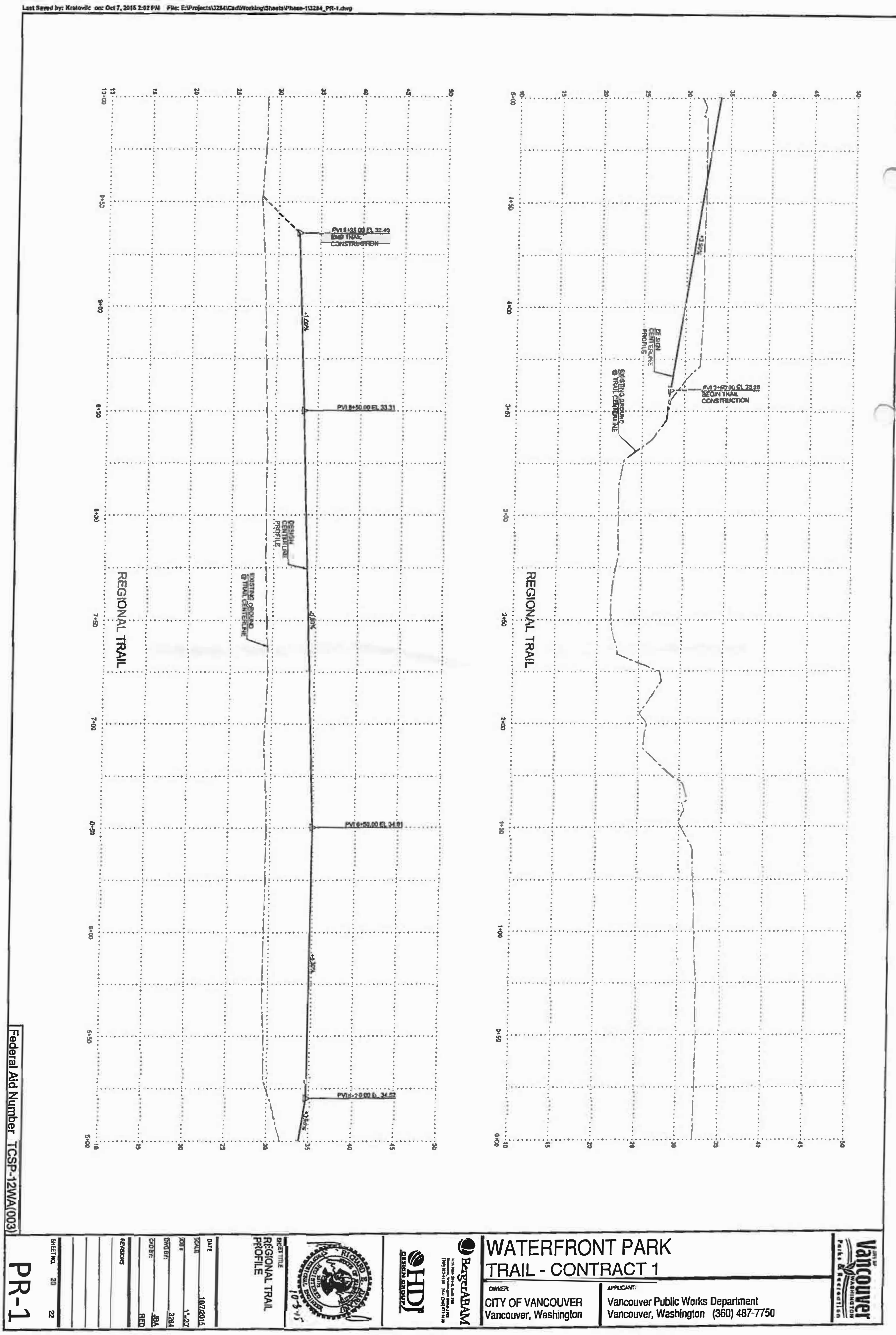
Attachment 1 to Exhibit A for Lease #22-B02524

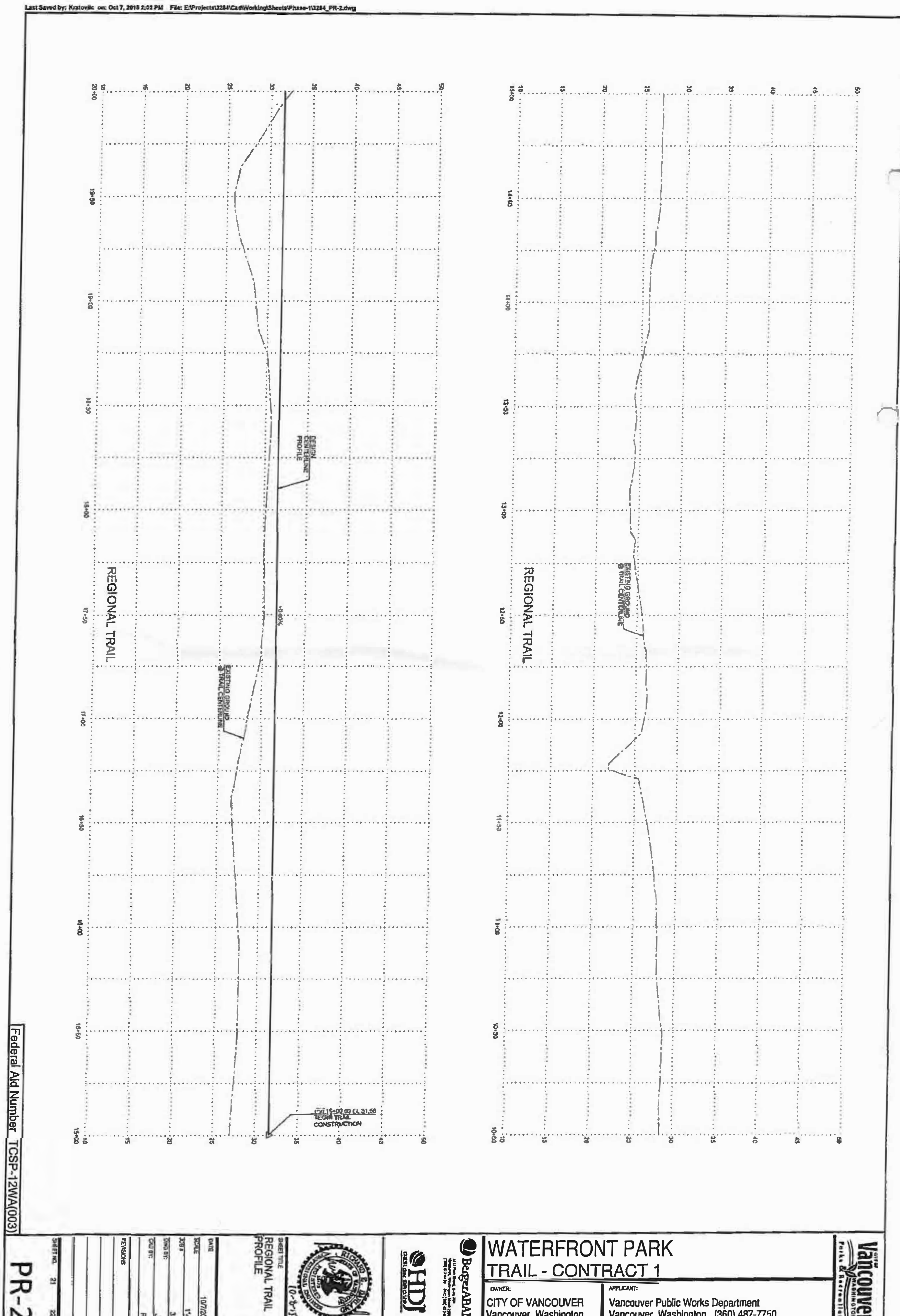


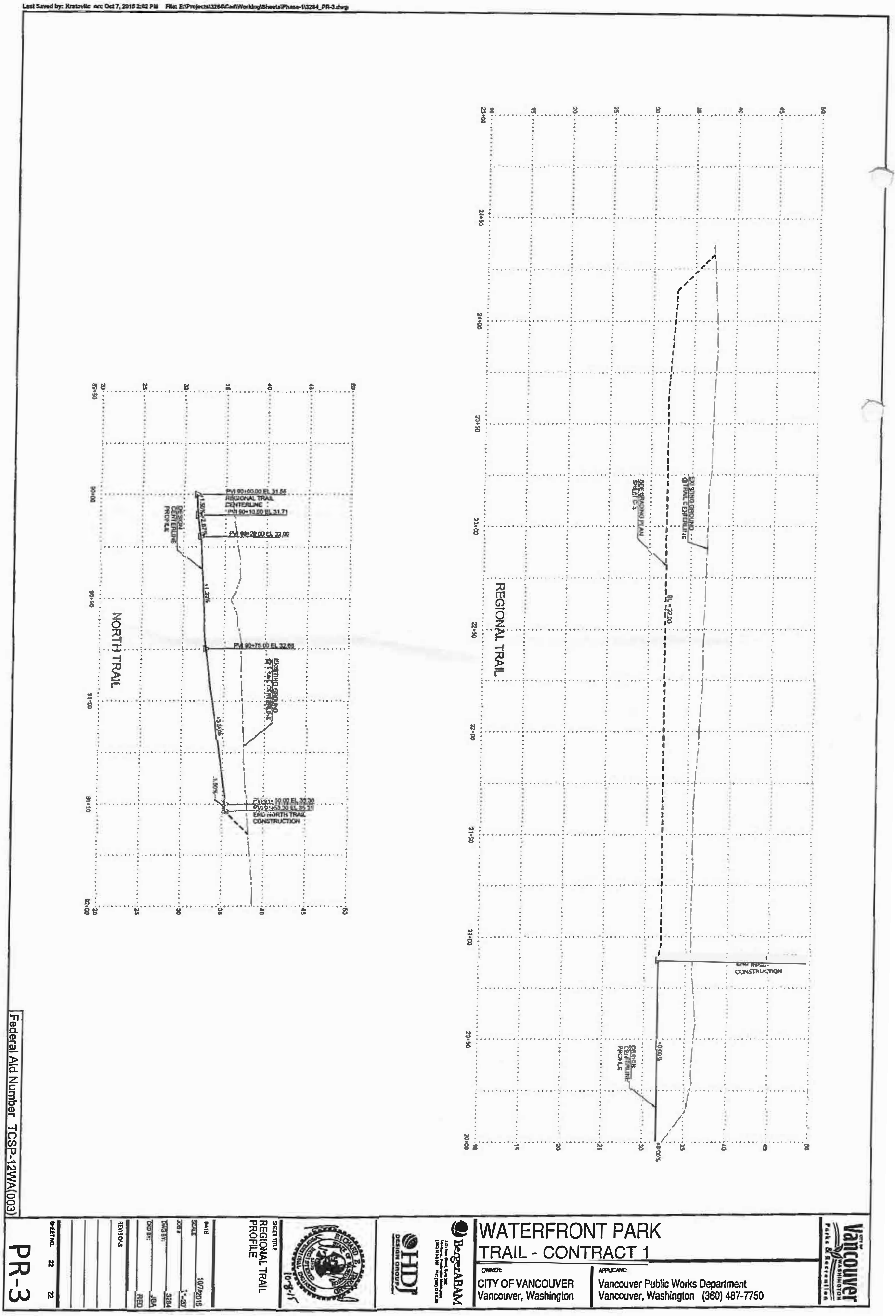

MATCH LINE - SEE SHEET U-5
COLUMBIA RIVER
DNR LEASE LIMITS IN RED
BLOCK 20
BLOCK 18
BLOCK 16
MATCH LINE - SEE SHEET U-3
KEY MAP
WATERFRONT PARK
TRAIL - CONTRACT 1
CITY OF VANCOUVER
Vancouver, Washington
Vancouver Public Works Department
Vancouver, Washington (360) 487-7750
REGIONAL TRAIL & UTILITY PLAN
10/7/2015
U-4
Federal Aid Number TCSP-12WA(003)


BLOCK 21
BLOCK 20
COLUMBIA RIVER
DNR LEASE LIMITS IN RED
FUTURE COLUMBIA WAY (NOT IN CONTRACT)
WATERFRONT PARK BOUNDARY
FUTURE TRAIL EXTENSION - CONTRACT 2 (NOT IN CONTRACT)
LIMITS OF TEMPORARY CONSTRUCTION PERMIT
MATCH LINE - SEE SHEET U-4
Centerline Curve Data
KEY MAP
WATERFRONT PARK
TRAIL - CONTRACT 1
OWNER: CITY OF VANCOUVER Vancouver, Washington
APPLICANT: Vancouver Public Works Department Vancouver, Washington (360) 487-7750
REGIONAL TRAIL & UTILITY PLAN
U-5
Federal Aid Number TCSP-12WA(003)


STATION 3+60 to STATION 9+35
STATION 15+00 to STATION 20+88.10
REGIONAL TRAIL - CONTRACT 1
TYPICAL SECTION
0.50' MIN COMP DEPTH CRUSHED SURFACING BASE COURSE
0.25' HMA CLASS ½" PG 64-22
PROFILE CONTROL POINT
4:1 OR FLATTER
STATION 90+06.95 to STATION 91+53.30
NORTH TRAIL - CONTRACT 1
TYPICAL SECTION
NOTE: INSTALL CONCRETE REINFORCING PER STRUCTURAL REQUIREMENTS
STATION 3+59.74 to STATION 9+35
STATION 15+00.12 to STATION 20+83.07
REGIONAL TRAIL - CONTRACT 2
TYPICAL SECTION
STATION 1+46 to STATION 3+59.74
STATION 9+35 to STATION 11+05
STATION 13+65 to STATION 15+00.12
STATION 20+83.07 to STATION 24+14.79
REGIONAL TRAIL - CONTRACT 2
TYPICAL SECTION
FOR INFORMATIONAL PURPOSES ONLY
NOT IN CONTRACT
LIGHT BROOM FINISH
4" CONCRETE PAVING 3500 PSI
PROVIDE THICKENED CONCRETE PAVING EDGE (BOTH SIDES OF TRAIL, TYP)
GRANT STREET PIER PAVING
STONE SETTS
6" CONCRETE PAVING 3500 PSI
STATION 11+05 to STATION 13+65
REGIONAL TRAIL AT GRANT STREET PIER - CONTRACT 2
TYPICAL SECTION
Vancouver WASHINGTON Parks & Recreation
WATERFRONT PARK
TRAIL - CONTRACT 1
OWNER: CITY OF VANCOUVER Vancouver, Washington
APPLICANT: Vancouver Public Works Department Vancouver, Washington (360) 487-7750
BergerABAM
HDJ DESIGN GROUP
SHEET TITLE REGIONAL TRAIL DETAILS
DATE 10/7/2015
SCALE 1"=20'
JOB # 3284
DWG BY: JBA
CKD BY: RED
REVISIONS
SHEET NO. 19 22
Federal Aid Number TCSP-12WA(003)
U-6


REGIONAL TRAIL
REGIONAL TRAIL
Federal Aid Number TCSP-12WA(003)
WATERFRONT PARK
TRAIL - CONTRACT 1
OWNER:
CITY OF VANCOUVER
Vancouver, Washington
APPLICANT:
Vancouver Public Works Department
Vancouver, Washington (360) 487-7750
SHEET TITLE
REGIONAL TRAIL PROFILE
PR-1


REGIONAL TRAIL
REGIONAL TRAIL
DESIGN CENTERLINE PROFILE
EXISTING GROUND @ TRAIL CENTERLINE
EXISTING GROUND @ TRAIL CENTERLINE
BEGIN TRAIL CONSTRUCTION
Federal Aid Number TCSP-12WA(003)
WATERFRONT PARK
TRAIL - CONTRACT 1
OWNER:
CITY OF VANCOUVER
Vancouver, Washington
APPLICANT:
Vancouver Public Works Department
Vancouver, Washington (360) 487-7750
REGIONAL TRAIL PROFILE
DATE 10/7/2015
SCALE 1"=20'
JOB # 3284
REVISIONS
SHEET NO. 21 22
PR-2
BergerABAM
HDJ DESIGN GROUP
Vancouver Parks & Recreation


NORTH TRAIL
REGIONAL TRAIL
END TRAIL CONSTRUCTION
Federal Aid Number TCSP-12WA(003)
WATERFRONT PARK
TRAIL - CONTRACT 1
OWNER:
CITY OF VANCOUVER
Vancouver, Washington
APPLICANT:
Vancouver Public Works Department
Vancouver, Washington (360) 487-7750
SHEET TITLE
REGIONAL TRAIL
PROFILE
DATE 10/7/2015
PR-3

Attachment 2 to Exhibit A

22-B02524

Tenant shall perform sediment sampling and analysis on and adjacent to Lease Area. Lessee shall provide DNR with a draft sediment analysis plan (SAP) by 10/31/2018 for review and approval prior to implementation. Tenant shall implement the SAP within 90 days after DNR approves the SAP.

Tenant's SAP shall be developed by a qualified environmental professional and comply with Ecology's most recent standards for sediment sampling and Ecology's 2017, *Sediment Cleanup User's Manual II- Guidance for Implementing the Cleanup Provisions of the Sediment Management Standards, Chapter 173-204 WAC*.

Tenant shall provide a report of the analyzed results to DNR within 6 months of completing the sampling. DNR may require the lessee to perform additional sampling. Lessee shall submit all results to Ecology's Environmental Information Management System (EIM) database.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

GRAMOR INVESTMENTS, INC.
19767 S.W. 72nd Avenue, Suite 100
Tualatin, Oregon 97062
Attn: Barry A. Cain, President

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

AQUATIC LANDS SUBLEASE AGREEMENT

Grantor/Sublessor:	CITY OF VANCOUVER, WASHINGTON	
Grantee/Sublessee:	GRAMOR MOLALLA CW 9&12 LLC, GRAMOR FISHERS CW 9&12 LLC, AND BHC FISHERS CW 9&12 LLC	
Abbreviated Legal Description:	Easement located in SW ¼ of Section 27, T2N, Range 1 E of WM, City of Vancouver, WA	
Additional Legal Description	[See attached Exhibit B]	
Assessor's Property Tax Parcel / Account Numbers:	986041173 & 502180000	□*Assessor Tax # not yet assigned.*

RECORDING COVER PAGE to ACQUATIC LANDS SUBLEASE AGREEMENT

RECORDING COVER PAGE to ACQUATIC LANDS SUBLEASE AGREEMENT

AFTER RECORDING RETURN TO:

GRAMOR INVESTMENTS, INC.
19767 S.W. 72nd Avenue, Suite 100
Tualatin, Oregon 97062
Attn: Barry A. Cain, President

AQUATIC LANDS SUBLEASE AGREEMENT

This Aquatic Lands Sublease Agreement ("**Sublease**") is made, executed and delivered effective as of May 1, 2018, by and between the City of Vancouver, Washington, (hereinafter referred to as "**Sublessor**") and Gramor Molalla CW 9&12 LLC, Gramor Fishers CW 9&12 LLC, and BHC Fishers CW 9&12 LLC, each a Washington limited liability company (collectively hereinafter referred to as "**Sublessee**").

RECITALS

WHEREAS, on May 1, 2018, Sublessor entered into an Aquatic Lands Lease with the Washington Department of Natural Resources (the "**State**"), Lease No. 22-B02524 (the "**Lease**"), which is attached hereto and incorporated herein by this reference as Exhibit "A"; and

WHEREAS, the Lease includes property for outdoor seating for restaurant customers ("**Seating Area**") as a "**Permitted Use**" under the terms of the Lease; This sublease is consistent with and subject to all the terms and conditions of this Lease; The Lease controls if the terms of the sublease conflict with the terms of this Lease; There is no privity of contract between the subtenant and State; The sublessee receives and acknowledges receipt of a copy of the Lease between the Sublessor and the State as described in the attached Exhibit "A";

and

WHEREAS, the Seating Area is legally described in the attached Exhibit "B"; and

WHEREAS, Sublessor and Sublessee desire to sublease the Seating Area pursuant to the terms and conditions of this Sublease;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Sublease of Seating Area.

   Property: Sublessor subleases to Sublessee the 1,060 square feet of property legally described in Exhibit "B" and referred to as the Seating Area pursuant to the terms and conditions of this Sublease. This description may be modified to conform to the Record of Survey called for in Section 1.2(c) of the Lease.

Sublessee acknowledges the Disclaimer of Quiet Enjoyment set forth in the Lease and that the State has the right to enter as described in Section 15 of the Lease. Additionally, this right to enter may be exercised by Sublessor.

Use: The Seating Area is to be used by Sublessee only for outdoor seating of restaurant customers as described in and subject to the terms of the Lease. Sublessee shall not engage in or permit any activity which would violate any term of the Lease. Sublessee owns the adjoining Block 9 of Vancouver Waterfront, according to the plat thereof, recorded in Volume "311" of Plats, Page 865, records of Clark County, Washington ("**Benefited Block**"). Sublessee may allow the users and occupants of the Benefited Block to use the Seating Area only for outdoor seating of restaurant customers.

Sublessee covenants and agrees that in the use, occupation, control and enjoyment of the Seating Area it will comply at its sole expense with all applicable laws, ordinances, regulations and orders of governmental and other authorities having jurisdiction and with any directives pursuant to the laws of any public office or other authorities with respect to the ownership, use, occupation, control or enjoyment thereof or the conduct of any business thereon. Sublessee shall obtain any special use permit or licenses required by governmental authorities for the conduct of its business on the Seating Area, and provide Sublessor with copies of same.

2. Term.

The term of this Sublease is Thirty (30) years (the "**Term**"), beginning on the 1st day of May, 2018 (the "**Commencement Date**"**)**, and ending on the 30th day of April, 2048 (the "**Termination Date**"), unless terminated sooner under the terms of this Sublease. This Sublease does not provide a right of renewal**.** Sublessor may apply for a new sublease, which Sublessor has discretion to grant. Sublessee must apply for a new sublease at least one (1) year prior to the Termination Date. Sublessor will notify Sublessee within ninety (90) days of its intent to approve or deny a new sublease.

At the end of the Term, Sublessee will comply with the obligations of Section 3.3 of the Lease, End of Term, with respect to the Seating Area.

If Sublessee remains in possession of the Seating Area after the Termination Date, Section 3.4 of the Lease, Holdover, will apply with Sublessee being "Tenant" and Sublessor being "State".

This Sublease shall terminate if the Lease terminates for any reason.

3. Rent: The initial rent shall be a base amount of $4,024.19 per year plus an annual administrative charge of $50.00 plus any taxes or assessments upon the Seating Area including Leasehold Excise Tax at the then applicable rate which is currently 12.84%. The annual rent shall be due and payable sixty (60) days before the anniversary date of the Sublease. If rent is not paid when due, Sublessee shall pay an amount as calculated in Section 6 of the Lease plus One Hundred Dollars ($100). All of the terms of Section 6 of the Lease applicable to Tenant, shall be applicable to Sublessee. Sublessee may not prepay Sublessor more than the annual rent and charges.

   The annual rent is subject to adjustment as described in Section 4 of the Lease.

4. Improvements; Environmental Liability; Indemnity, Financial Security, Insurance; Maintenance and Repair; Damage or Destruction; Condemnation: With respect to the Seating Area, Sublessee shall be subject to, comply with and fulfill the terms of Tenant's obligations as set forth in Sections 7, 8, 10, 11 12 and 13 of the Lease.

   Subtenant's Improvements shall be removed upon termination of the sublease, unless removal is waived by the City and State.

5. Assignment: Sublessee shall not convey, transfer, or encumber any part of Sublessee's interest in this Sublease or the Seating Area without Sublessor's and the State's prior written consent, which Sublessor shall not unreasonably condition or withhold, although use by the users and occupants of the Benefited Block for outdoor seating of restaurant customers shall not be deemed to be an assignment requiring consent.

6. Default, Remedies and Notices: The Parties' rights and remedies related to default, remedies and cure shall be as set forth in Section 14 of the Lease with "State" meaning Sublessor and "Tenant" meaning Sublessee. In the event that a notice is required by the terms of the Lease or this Sublease, notices shall be sent to Sublessor and Sublessee at the following addresses:

   CITY OF VANCOUVER

   Linda Carlson, Property Manager
   P.O. Box 1998
   Vancouver, WA 98668

   SUBLESSEE

   Gramor Investments, Inc.
   19767 S.W. 72nd Avenue, Suite 100
   Tualatin, Oregon 97062
   Attn: Barry A. Cain, President

   The Parties may deliver any notice in person, by facsimile machine, or by certified mail. Depending on the method of delivery, notice is effective upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after mailing. All notices must identify the Lease number. On notices transmitted by facsimile machine, the Parties shall state the number of pages contained in the notice, including the transmittal page, if any.

7. Indemnification.

   For all obligations arising after the Commencement Date of this Sublease, Sublessee agrees to defend, indemnify and hold harmless Sublessor from any and all liability arising out of the use of the Seating Area, except for Sublessor's gross negligence or willful misconduct, and for any nonpayment or nonperformance by Sublessee of the obligations contained in this Sublease and as identified in the Lease. These obligations to indemnify shall include, but not be limited to, reasonable legal and investigation costs, expert witness fees and all other reasonable costs, expenses and liabilities whether court action is filed or otherwise.

Sublessor agrees to perform its obligations under the Lease and Sublease during the term of this Sublease in a timely manner, including but not limited to payment of rent. Sublessor agrees that it will indemnify and save harmless Sublessee from all loss, liability, damage or claims of any kind (including reasonable attorney fees and expenses) by reason of any breach on the part of Sublessor of this Sublease or of the obligations under the Lease which Sublessor is required to perform.

Sublessor warrants that it has obtained the consent of the State to enter into this Sublease.

If Sublessor fails to perform its obligations under the Lease, then following ten (10) days' notice to Sublessor, Sublessee may render such performance to the State and recover the reasonable cost thereof from Sublessor.

If Sublessee fails to perform its obligations under this Sublease, then following ten (10) days' notice to Sublessee, Sublessor may render such performance and recover the reasonable cost thereof from Sublessee.

IN WITNESS WHEREOF, the parties have executed this Sublease on the day and year first above written.

SUBLESSOR:

CITY OF VANCOUVER, WASHINGTON,
a municipal corporation

By: ______________________________

Name: ___________________________

Title: ____________________________

Date: _________________ ______, 2018

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this ______ day of__________________, 2018, before me, the undersigned, a Notary Public in and for the State of Washington duly sworn, personally appeared _________________, to me known to be the _______________ of City of Vancouver, Washington, the municipal corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath that he/she is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

____
Notary Public in and for the State of Washington
Residing at:_________________________________
My commission expires:______________________

[Signatures and notaries continue on following page]

SUBLESSEE:

GRAMOR FISHERS CW 9&12 LLC,
a Washington limited liability company

By: Gramor Investments, Inc.,
an Oregon corporation, its Manager

By: ______________________________
Barry A. Cain, President

BHC FISHERS CW 9&12 LLC,
a Washington limited liability company

By: Gramor Investments, Inc.,
an Oregon corporation, its Manager

By: ______________________________
Barry A. Cain, President

GRAMOR MOLALLA CW 9&12 LLC
a Washington limited liability company

By: Gramor Investments, Inc.,
an Oregon corporation, its Manager

By: ______________________________
Barry A. Cain, President

STATE OF OREGON)
) ss.
County of ________________)

This instrument was acknowledged before me on ______________ _____ , 2018, by Barry A. Cain as President of Gramor Investments, Inc., in its capacity as Manager of Gramor Fishers CW 9&12 LLC, BHC Fishers CW 9&12 LLC and Gramor Molalla CW 9&12 LLC., each are Washington limited liability companies, on behalf of said companies.

____
Notary Public – State of Oregon

K:\60972 Columbia Waterfront LLC\017- DNR Lease\Sublease\LAWDOCS-#5801-v1-Waterfront_DNR_sublease[v2].docx

EXHIBIT A

DNR LEASE

EXHIBIT B

LEGAL DESCRIPTION

PBS

Exhibit B

Legal Description

Being an easement located in the Southwest one-quarter of Section 27, Township 2 North, Range 1 East of the Willamette Meridian, City of Vancouver, Clark County, Washington, and being more particularly described as follows:

COMMENCING from the most westerly corner of Block 9 of "Vancouver Waterfront" as recorded in Book 311 Page 865 of the Clark County Subdivision Records, said corner also being on the First Biennial Report of 1892 Inner Harbor Line;

THENCE South 62°51'57" East, along the south line of said Block 9 and said Inner Harbor Line, 20.09 feet to the **TRUE POINT OF BEGINNING** of said easement;

THENCE continuing South 62°51'57" East, along the south line of said Block 9 and said Inner Harbor Line, 92.91 feet to the most southerly southwest corner of said Block 9;

THENCE continuing South 62°51'57" East, along said Inner Harbor Line, 1.73 feet to the beginning of a non-tangent 771.81 foot radius curve to the left;

THENCE leaving said Inner Harbor Line, along said non-tangent curve to the left, through a central angle of 01°54'26" (the long chord of which bears South 85°39'27" West, 25.69 feet) 25.69 feet to an angle point;

THENCE North 62°45'22" West, 64.32 feet to an angle point;

THENCE North 05°10'09" West, 15.72 to the **TRUE POINT OF BEGINNING** ;

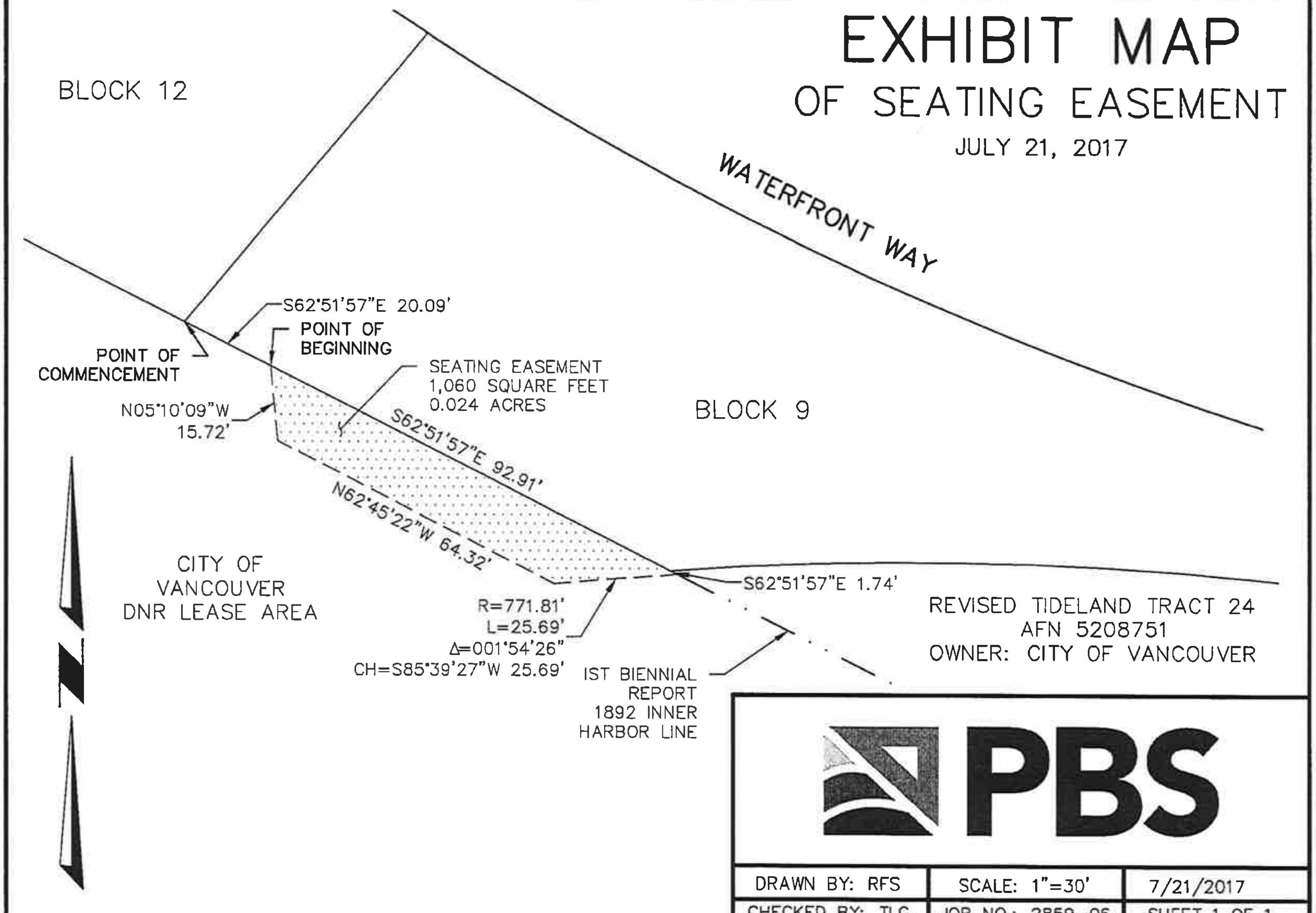
Contains in all 1,060 square feet, more or less.

See Exhibit Map attached hereto.

TERRY L. GOODMAN
STATE OF WASHINGTON
30446
REGISTERED
PROFESSIONAL LAND SURVEYOR

7/21/17

EXHIBIT MAP
OF SEATING EASEMENT
JULY 21, 2017



PBS

DRAWN BY: RFS	SCALE: 1"=30'	7/21/2017
CHECKED BY: TLG	JOB NO.: 2859-06	SHEET 1 OF 1

Item #6.

TO: Mayor and City Council

FROM: Natasha Ramras, Chief Financial Officer

DATE: 6/11/2018

SUBJECT Approval of Claim Vouchers

Action Requested

Approve claim vouchers for June 11, 2018.

(Copy available upon request.)

ATTACHMENTS:

- 06.11.18 claims

VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

$ 13,329,073.23 **this 11th day of June 2018.**

MAYOR

COUNCILMEMBER

Natasha Ramras

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
May 29 - June 4	Accounts Payable Checks (see attached)	**$ 13,262,520.84**
May 29 - June 4	Visa Refunds (see attached)	**$ 7,089.22**
May 29 - June 4	Payroll Checks (see attached)	**$ 59,463.17**
TOTAL		**$ 13,329,073.23**

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount		Vendor Name	Description
119543	29-May-2018	128,475.44		BLUE CROSS BLUE SHIELD OF OR	***WIRE*** BLUE CROSS WEEKLY CLAIMS WEEK 4 OF MAY
119545	29-May-2018	759,807.71		INTERNAL REVENUE SERVICE	***WIRE*** 10 2018 PAYROLL TAXES; FEDERAL W/H
119546	29-May-2018	6,773.75		BANK OF AMERICA	***WIRE*** 10 2018 PAYROLL HSA
119547	30-May-2018	18,975.19		STATE OF OREGON	***WIRE*** 10 2018 PAYROLL TAXES; OREGON W/H
119548	30-May-2018	2,741.69		HEALTH SMART BENEFITS SOLUTIONS INC	***WIRE*** HEALTH SMART WEEKLY CLAIMS WEEK 4 OF MAY
119549	31-May-2018	679,793.93		STATE OF WASHINGTON	***WIRE*** 10 2018 PERS/LEOFF
119550	01-Jun-2018	3,680.75		INTERNAL REVENUE SERVICE	***WIRE*** 5 2018 PENSION TAXES
119551	01-Jun-2018	8,956,276.99		US BANK	***WIRE*** DEBT SERV PYMTS - 06/01/18 - TREASURY
119552	01-Jun-2018	9,125.00		MARK BROWN	***WIRE*** 18MAY - MONTHLY INTERGOVERNMENTAL RELATIONS/REGISTRATION REIMBURSEMENT - CMO
119553	01-Jun-2018	217,417.21		US BANK TRUST	***WIRE*** TAX REVENUES - TREASURY
119554	01-Jun-2018	514,804.02		STELLAR J CORP	***WIRE*** WATER STATION 1 - PHASE 1 - EST 17 - THRU 04/25/18
119555	04-Jun-2018	103,696.90		BLUE CROSS BLUE SHIELD OF OR	***WIRE*** BLUE CROSS WEEKLY CLAIMS INVOICE, WEEK 5 OF MAY
119556	31-May-2018	6,476.06		ACTIVE NETWORK INC	***WIRE*** ACTIVENET FEES - 05/21/18-05/31/18 - TREASURY
591335	30-May-2018	1,155.75		A-CHECK AMERICA INC	CUST 00178340-0000 - 18FEB - EMPLOYMENT SCREENING SERVICES - HR
591336	30-May-2018	4,335.16		411 MEDIA GROUP LLC	FIRE PROTECTION EQUIPMENT BARCODES - 9998 EA - FIRE
591337	30-May-2018	900.78		A LINE ASPHALT MAINTENANCE INC	SUMMARY: MAINTENANCE RATED SWEEPS THROUGHOUT THE CITY - OP CENTER & PARKING
591338	30-May-2018	3,224.90		ABLE FENCE CO INC	PROJ VPD CHAIN LINK DOG KENNELS - THRU 04/30/18 - VPD - RECEIPT 134525 BY A CARMAN
591339	30-May-2018	62,817.79		ABM ON-SITE SERVICES WEST INC	JOB 31062242 - CUST 6631793 - MONTHLY JANITORIAL SERVICES - MULTIPLE CITY LOCATIONS - 18MAY - OP CENTER
591340	30-May-2018	7,909.70		ACCENT BUSINESS SERVICES INC	SUMMARY: TEMPORARY STAFFING SERVICES - INFO TECH
591341	30-May-2018	64.00		ACCURATE CORPORATE SERVICES INC	03/15/18-04/15/18 - LONG TERM STORAGE - WINTER HOLIDAY PRODUCTS - FACILITIES - RECEIPT 134678 BY J MCGEE PER E-MAIL
591342	30-May-2018	5,719.77		ACTION TECHNOLOGY SYSTEMS	ACCT 810808 - TICKET 42341 - INSTALL FPD 7024 FIRE PANEL/AES RADIO FOR FIRE ALARM MONITORING - 03/25/18 - DAY CENTER - 2018 GRAND BLVD - OP CENTER - RECEIPT 134738 BY P NEWTON PER E-MAIL
591342	30-May-2018	98,475.51		ACTION TECHNOLOGY SYSTEMS	TOWN PLAZA FIRE ALARM SYSTEM REPAIRS - EST 3 - THRU 05/03/18
591343	30-May-2018	1,600.57		AERO MAINTENANCE INC	ACCT CITY OF VANC - FUEL PUMP PARTS - 3 TOTAL - 04/30/18 - PEARSON AIRPARK
591344	30-May-2018	108.34		AIR EXCHANGE INC	PROJ 414647 - IDIS 733 - REHAB LOAN PROGRAM - B. FINCHER - 15509 SE MILL PLAIN # 89 - CDBG FUNDING
591345	30-May-2018	35.84		AIRGAS NOR PAC INC	PAYER 2363679 - SHIP TO 2335879 - COMPRESSED GAS - 04/17/18 - FIRE STATION 5
591345	30-May-2018	2.98		AIRGAS NOR PAC INC	PAYER 2363679 - SHIP TO 2335879 - COMPRESSED GAS - 04/30/18 - FIRE STATION 5
591346	30-May-2018	301.00		ALLEGIANCE BENEFIT PLAN MANAGEMENT	RETIRED LEOFF 1 FIRE MEDICAL CLAIMS
591347	30-May-2018	4,809.07		ALLEGIANCE BENEFIT PLAN MANAGEMENT	RETIRED LEOFF 1 POLICE MEDICAL CLAIMS
591348	30-May-2018	225.62		ARAMARK UNIFORM SERVICES INC	SUMMARY: MAT/TOWEL/COVERALL/UNIFORM CLEANING SERVICES
591349	30-May-2018	1,105.68		ARBORSCAPE LTD INC	03/01/18 - REMOVE HAZARDOUS TREE - GREEN SPACE - 4308 SE 179TH CT - OP CENTER - PO 90101/ RECEIPT 134993 BY P TANDY PER E-MAIL
591349	30-May-2018	2,168.00		ARBORSCAPE LTD INC	04/05/18 - REMOVE FIR TREE/TRIMMING SERVICES - TENNIS CENTER - 5700 E 18TH ST - PARKS ADMIN
591350	30-May-2018	155.88		ARCHAEOLOGICAL INVESTIGATIONS NW INC	BILLING 18 - ARCHAEOLOGICAL PREDETERMINATION REPORT REVIEW/SURVEYS - MULTIPLE PROJECTS - 18MAR - DRS - RECEIPT 134517 BY B THOMAS PER E-MAIL
591351	30-May-2018	78.59		ARONSON SECURITY GROUP	ASG AE HELP DESK LABOR - BROOKSIDE UTILITIES CONDITIONAL CARDS - 04/18/18 - FACILITIES - RECEIPT 134814 BY P NEWTON

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

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount		Vendor Name	Description
591351	30-May-2018	78.59		ARONSON SECURITY GROUP	ASG AE HELP DESK LABOR - RESTORE WEST PARKING CAMERAS - CITY HALL - 04/17/18 - FACILITIES - RECEIPT 134645 BY P NEWTON
591352	30-May-2018	4,340.90		AUFDERMAUER PEARCE COURT REPORTING INC	04/20/18 - CASE 3:14-CV-05414-RBL - APPEARANCE FEE/REALTIME/TRANSCRIPTION SERVICES - TRACY V COV - RISK
591353	30-May-2018	498.24		Baynard-Cooke, Sara E	ATTEND 2018 SPRING WSAMA
591354	30-May-2018	330.00		BDS PLANNING & URBAN DESIGN	18APR - CULTURE ART AND HERITAGE PLAN - CMO - RECEIPT 134563 BY K PECK
591355	30-May-2018	298.10		BIO MANAGEMENT NORTHWEST INC	05/03/18 - SQUAD CAR BIO HAZARD CLEANING - VEH NUMBER 1330 - VPD
591356	30-May-2018	104.05		BOUND TREE MEDICAL LLC	ACCT 109894 - ORDER 99757913 - MEDICAL SUPPLIES - FIRE
591357	30-May-2018	26.55		Bowman, Obadiah B (Obie)	STATION MOVES
591358	30-May-2018	320.42		Brooks, James C	AWC LABOR CONFERENCE
591359	30-May-2018	3,319.00		BSK ASSOCIATES	SUMMARY: SAMPLE TESTING SERVICES - OP CENTER
591360	30-May-2018	153,582.00		C TRAN	TRANSFER/REIMBURSEMENT FOR WALMART FRONTAGE IMPROVEMENTS - FOURTH PLAIN BLVD AND GRAND AVE - PER INTERLOCAL AGREEMENT - PUBLIC WORKS
591361	30-May-2018	686.00		CALE AMERICA INC	ACCT VANC000001 - SRO X000010055 - CALE WEB OFFICE SUPPORT FOR PAY STATIONS - 14 EA - 18APR - PARKING
591362	30-May-2018	640.00		CASCADE CENTERS INC	ORGANIZATIONAL DEVELOPMENT MEDIATION - 04/11/18 - HR/CDD - RECEIPT 134675 BY B THOMAS PER E-MAIL
591362	30-May-2018	4,853.44		CASCADE CENTERS INC	PROJ EAP AB - MONTHLY EMPLOYEE ASSISTANCE PROGRAM - 18MAY - HR - RECEIPT 135003 BY A BAFUS PER E-MAIL
591363	30-May-2018	999.96		CFM STRATEGIC COMMUNICATIONS INC	PROFESSIONAL SERVICES - THRU 04/30/18 - CMO - RECEIPT 134794 BY K PECK PER E-MAIL
591363	30-May-2018	7,262.25		CFM STRATEGIC COMMUNICATIONS INC	PROFESSIONAL SERVICES/EXPENSE REIMBURSEMENT - THRU 04/30/18 - CMO - RECEIPT 134686 BY K PECK PER E-MAIL
591364	30-May-2018	2,972.90		CLARK COUNTY	CUST 1808 - CRTC FACILITIES/SYSTEM/NETWORK - 18MAR - INFO TECH
591365	30-May-2018	6,727.00		CLARK COUNTY	RECORDING FEES - APRIL 2018
591366	30-May-2018	24,073.08		CLARK COUNTY	CUST 1814 - WHATLEY TIPPING FEE - 18MAR - OP CENTER
591367	30-May-2018	63.00		CLARK COUNTY	CUST 1811 - 18APR - PHOTOCOPIES - BUDGET
591367	30-May-2018	35,030.00		CLARK COUNTY	CUST 1811 - CJC CONTRIBUTION - 18MAY - BUDGET
591367	30-May-2018	13,978.62		CLARK COUNTY	CUST 1811 - MONTHLY ANIMAL CONTROL SERVICES - 18MAY - BUDGET
591368	30-May-2018	2,120.95		CLARK PUBLIC UTILITIES	ACCT 7203-458-0 - ELECTRIC BILL - 04/18/18-05/18/18 - VTC
591369	30-May-2018	1,300.80		COBBLESTONE HOMES LLC	PROJ 414543 - IDIS 712 - REHAB LOAN PROGRAM - J STRINGER - 5404 NE 121ST AVE # 109 - 18MAY - CDBG FUNDING
591370	30-May-2018	115.50		Coleman Riley, Monique	AWC LABOR CONFERENCE, YAKIMA, WA
591371	30-May-2018	2,947.10		COLUMBIA CLAIMS SERVICE INC	FILE V118-993 - CLAIMS ADJUSTER SERVICES - THRU 05/10/18 - RISK
591372	30-May-2018	27,559.62		COLUMBIA FORD	2018 FORD F250 - VIN 1FTBF2A61JEC11394 - EQUIP SERVICES
591372	30-May-2018	25,570.48		COLUMBIA FORD	2018 FORD TRANSIT CONNECT PASSENGER VAN - VIN NM0GS9E74J1374333 - EQUIP SERVICES
591373	30-May-2018	4,035.00		COLUMBIA WEST ENGINEERING INC	WO 17159 - WATER STATION 1 - THRU 04/30/18 - CONSTRUCTION - RECEIPT 134928 BY C CERTO PER E-MAIL
591374	30-May-2018	154.00		COLUMBIAN PUBLISHING COMPANY	ACCT 263636 - ADVERTISING - 05/11/18-05/17/18 - URBAN FORESTRY
591375	30-May-2018	336.38		COMCAST CABLE COMMUNICATIONS INC	SUMMARY: CABLE AND INTERNET SERVICES - IT & VPD
I					
591377					
591378	30-May-2018	10,983.20		COMMUNITY HOUSING RESOURCE CTR	PROJ 414739 - BUILDING FINANCIAL STABILITY - 08/21/17-03/31/18 - 2017 CDBG FUNDING
591379	30-May-2018	19,705.97		CONSOLIDATED SUPPLY CO	CUST 23132 - OPERATING SUPPLIES - OPS CENTER
591380	30-May-2018	348.65		CORPORATE TRANSLATION SVCS INC	CLIENT ID 15540 - INTERPRETER SERVICES - 18APR - VPD
591380	30-May-2018	355.00		CORPORATE TRANSLATION SVCS INC	CLIENT ID 15541 - INTERPRETER SERVICES - 18MAR - HR

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

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount		Vendor Name	Description
591381	30-May-2018	29.98		Coulimore, Paul M.	STATION MOVES
591382	30-May-2018	286.00		COURIER NORTHWEST INC	18APR - MONTHLY COURIER SERVICES - MAILROOM - RECEIPT 135015 BY C ALLEMANG PER E-MAIL
591382	30-May-2018	286.00		COURIER NORTHWEST INC	18MAY - MONTHLY COURIER SERVICES - MAILROOM - RECEIPT 135016 BY C ALLEMANG PER E-MAIL
591383	30-May-2018	55.10		CROWN ELECTRIC	DUPLICATE PERMIT
591384	30-May-2018	602.61		Dammarell, Chad Allen	STRUCTURAL COLLAPSE SPECIALIST - COLLEGE STATION TX
591385	30-May-2018	6,493.27		DATABAR INC	SUMMARY: ENEVELOPES - FINANCE, UTILITIES, & VPD
591386	30-May-2018	65.00		DAVID ICKERT	18MAY - PARKING STALL RENTAL - MEDIA SERVICES
591387	30-May-2018	6,000.00		DAVID UNDERHILL	04/10/18 & 04/30/18 - POWERFUL PRESENTATION TRAININGS - CMO
591388	30-May-2018	234.80		DEX MEDIA WEST	ACCT #103505100 - ADVERTISING PARK HILL CEMETERY
591389	30-May-2018	1,199.36		Dick, Frank A	NACWA PRETREATMENT WORKSHOP - POST TRAVEL
591390	30-May-2018	3,706.60		EAGLE WEB PRESS	JOB 90304 - MESSENGER INSERTS/MAIL PROCESSING - 18MAY - MEDIA SERVICES
591391	30-May-2018	452.50		EMERGENCY MEDICINE ASSOCIATES	PAT ACCT 4317000 - MEDICAL SERVICES - J VALENZUELA - 03/02/18 - RISK
591391	30-May-2018	452.50		EMERGENCY MEDICINE ASSOCIATES	PAT ACCT 4323810 - MEDICAL SERVICES - C MEAKIN - 03/05/18 - RISK
591392	30-May-2018	24.00		EMERGENCY ROOMS PS	03/02/18 - MEDICAL TESTING SERVICES - AUDIOGRAM - 1 EA - HR
591393	30-May-2018	4,161.25		ERIC LANCIAULT ARCHITECT	03/29/18-04/28/18 - DESIGN/ENGINEERING SERVICES - TASK ORDER 15 - CLARK CO HISTORIC MUSEUM STAIR - OP CENTER/FACILITIES - RECEIPT 134909 BY S TURK PER E-MAIL
591393	30-May-2018	223.98		ERIC LANCIAULT ARCHITECT	03/29/18-04/28/18 - DESIGN/ENGINEERING SERVICES - TASK ORDER 36 - WATERFRONT PARK ELECTRICAL BLDG - OP CENTER/FACILITIES - RECEIPT 134879 BY S TURK PER E-MAIL
591394	30-May-2018	12,764.58		EXCELTECH CONSULTING INC	SUMMARY: ENGINEERING SERVICES FOR MULTIPLE PROJECTS - CONSTRUCTION
591395	30-May-2018	5,132.36		FOLEY & MANSFIELD PLLP	MATTER ID 016821-000001 - PROJ 922299 - LEGAL SERVICES RE: C MURRAY V COV - THRU 03/27/18 - DOL: 04/20/15 - INVOKE VMC 3.05.200(2) - RISK
591395	30-May-2018	250.00		FOLEY & MANSFIELD PLLP	MATTER ID 016821-000001 - PROJ 922299 - LEGAL SERVICES RE: C MURRAY V COV - THRU 04/30/18 - DOL: 04/20/15 - INVOKE VMC 3.05.200(2) - RISK
591396	30-May-2018	40.69		FRONTIER COMMUNICATIONS	ACCT 253-014-7406-041100-5 - 04/20/18-05/19/18 - FISHER WATER PUMP STATION - OPS CENTER
591397	30-May-2018	6,552.78		FUELCARE INC	JOB 11457485PW - 04/26/18 - CLEAN/POLISH FUEL/APPLY BIOCIDE TREATMENT TO 4000-GAL DIESEL UGST - 1 EA - EQUIP SERVICES
591397	30-May-2018	2,853.09		FUELCARE INC	JOB 11457498PW - 04/27/18 - CLEAN/POLISH FUEL/APPLY BIOCIDE TREATMENT TO 4000-GAL DIESEL UGST - 1 EA - EQUIP SERVICES
591398	30-May-2018	6,279.00		GALLAGHER BASSETT SERVICES INC	CONTR 00423500107 - CLIENT C004235000 - MONTHLY CLAIMS ADMIN SERVICE FEE - THRU 06/29/18 - RISK
591399	30-May-2018	3,630.23		GALLS LLC	ACCT 1001096190 - FIRE UNIFORM - FIRE
591400	30-May-2018	275.12		GENUINE PARTS COMPANY	CUST 7970 - 18APR - PARTS FOR VEHICLE AND EQUIPMENT REPAIRS - EQUIP SERVICES
591401	30-May-2018	20,405.27		GORDIAN GROUP	SUMMARY: JOB ORDER CONTRACTING PROGRAM CONSULTANT - PROCUREMENT
591402	30-May-2018	200.78		GORDON TRUCK CENTERS	CUST 96056 - 18APR - PARTS FOR VEHICLE AND EQUIPMENT REPAIR - EQUIP SERVICES
591402	30-May-2018	489.96		GORDON TRUCK CENTERS	CUST 96056 - 18MAY - PARTS FOR VEHICLE AND EQUIPMENT REPAIR - EQUIP SERVICES
591403	30-May-2018	980.49		GRAY & OSBORNE INC	PROJ 17226.00 - WATER SYSTEM EMERGENCY PLAN WSVA & WSRP - THRU 04/28/18 - MP ENG - RECEIPT 134802 BY L JONES
591403	30-May-2018	4,581.72		GRAY & OSBORNE INC	PROJ 18238.00 - WATER SYSTEM MODELING - THRU 04/28/18 - MP ENG - RECEIPT 134767 BY L JONES

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INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount		Vendor Name	Description
591404	30-May-2018	140.00		GROUNDWATER SOLUTIONS INC	PROJ 0642.001 - ELLSWORTH WELL REHABILITATION - THRU 04/30/18 - MP ENG - RECEIPT 134741 BY L JONES
591405	30-May-2018	4,128.00		H&H WOOD RECYCLERS INC	ACCT 10-000006C - 04/16/18-04/30/18 - YARD DEBRIS DISPOSAL - MP ENG - RECEIPT 134803 BY L JONES
591406	30-May-2018	18,229.15		HD FOWLER CO	SUMAMRY: OPERATING SUPPLIES - OPS CENTER
591407	30-May-2018	4,583.33		HISPANIC METROPOLITAN CHAMBER	PROJ 414744 - SMALL BUSINESS ASSISTANCE PROGRAM - 18APR - CDBG FUNDING
591408	30-May-2018	102.00		Honrath, John Edward	CDL ENDORSEMENT REIMBURSEMENT
591409	30-May-2018	442.55		IRON MOUNTAIN SECURE SHREDDING	CUST 7121Y - ON-SITE DOCUMENT DESTRUCTION - 18APR - VPD
591410	30-May-2018	1,626.00		JAMESTOWN NETWORKS	1GB LGN ACCESS - 18MAY - INFO TECH - RECEIPT 134761 BY J SCHOESSLER PER E-MAIL
591411	30-May-2018	2,500.00		JANE JACOBSEN	FUNDRAISING CONSULTANT - VANCOUVER WATERFRONT PROJECT - THRU 04/30/18 - PARKS
591412	30-May-2018	89,434.00		JEFFREY BARRAR PS AKA VANCOUVER DEFENDERS	18JUN PUBLIC DEFEND PRIMARY AND INVESTIGATOR - CMO
591413	30-May-2018	55.10		JR MERIT INC	SHOULD HAVE BEEN FRI PERMIT
591414	30-May-2018	35.00		JUDY ADAMS	18APR - TRANSCRIPTION SERVICES - COV V O PREJEAN - CAUSE 320447 - CMO
591415	30-May-2018	15,081.10		KATHY SEABROOK	SETTLEMENT RE: SEABROOK - DOL: 09/28/17 - RISK
591416	30-May-2018	7,335.21		KEATING BUCKLIN & MCCORMACK INC PS	CLIENT MATTER 1109-00002 - LEGAL SERVICES - COV ADV QUINN - 03/30/18-04/27/18 - INVOKE VMC 3.05.200(2) - RISK
591417	30-May-2018	847.00		KEITHS SPORTING GOODS INC	OPERATING SUPPLIES - VPD
591418	30-May-2018	1,270.40		KELLY SERVICES INC	SCHMID, L - ORDER A2342 - W/E 05/20/18 - IT - RECEIPT 135023 BY J SCHOESSLER PER E-MAIL
591419	30-May-2018	812.50		KRAMER GEHLEN & ASSOC	PROJ 18025-06 - EVERGREEN POINTE SP3-795 ADJ LOT 5 - RES-238678 - THRU 04/30/18 - CDD
591420	30-May-2018	1,435.72		LAKESIDE INDUSTRIES	JOB 1 - ASPHALT - ORCHARDS ASPHALT SALES - 25.97 TON - THRU 04/30/18 - OPS CENTER
591421	30-May-2018	2,625.00		LAW OFFICES OF SUSAN DRUMMOND PLLC	FILE VANLU - LEGAL ASSISTANCE - LAND USE ISSUES - THRU 04/30/18 - LAW
591422	30-May-2018	86.15		LEGACY LABORATORY SERVICES LLC	SUMMARY: MEDICAL TESTING SERVICES - HR
591423	30-May-2018	21,272.00		LEXIPOL	ONE YEAR LAW ENFORCEMENT POLICY MANUAL UPDATE SUBCRIPTION INCLUDES 24/7 ACCESS TO KNOWLEDGE MANAGEMENT SYSTEM FOR UPDATES & EDITING, BULLETINS & TEST DATABASE - 06/01/18-05/31/19
591424	30-May-2018	16,984.37		LIFE INSURANCE CO OF NORTH AMERICA	MAY PREMIUMS OF LIFE INSURANCE
591424	30-May-2018	13,593.36		LIFE INSURANCE CO OF NORTH AMERICA	MAY PREMIUMS OF LTD INSURANCE
591425	30-May-2018	271.27		Lloyd, Daniel G	ATTEND 2018 SPRING WSAMA
591426	30-May-2018	5,345.91		LORETTA MURDOCK ROSSINI	SETTLEMENT RE: MURDOCK ROSSINI RESTORATION - DOL: 05/08/18 - RISK
591427	30-May-2018	135.50		MARK IV ENTERPRISES DBA FOLIAGE SERVICES	CUST VANCO - LOCATION VAN-02 - PLANT SERVICE - 18MAY - MP ENG - RECEIPT 134601 BY N KERFOOT PER E-MAIL
591427	30-May-2018	151.76		MARK IV ENTERPRISES DBA FOLIAGE SERVICES	CUST VANCO - LOCATION VANCOU - MONTHLY PLANT MAINTENANCE - 18MAY - CITY HALL - RECEIPT 134557 BY J MCGEE
591428	30-May-2018	233.75		MCFARLANES BARK INC	INV 111343, 112068, 113976 - 18APR - YARD DEBRIS DISPOSAL - SOLID WASTE
591429	30-May-2018	1,000.00		MESSAGE GEARS LLC	18MAY - USAGE FEE - INFO TECH
591430	30-May-2018	271.60		Michelson, Tammy L	FAMILY JUSTICE CENTER CONFERENCE
591431	30-May-2018	105.96		MILLER MENDEL INC	18JAN - ESOPH DATA STORAGE CHARGES/OVERAGES - INFO TECH FOR VPD - PO 90111/ RECEIPT 135022 BY J SCHOESSLER PER E-MAIL
591432	30-May-2018	11,056.52		MISCELLANEOUS	SUMMARY: CITY UTILITIES REFUNDS, PARKS REFUNDS & OTHER MISC REFUNDS

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INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount		Vendor Name	Description
591484					
591485	30-May-2018	123.06		MOFFORD ELECTRIC INC	PERMIT WITHDRAWN
591486	30-May-2018	2,696.20		MUNICIPAL EMERGENCY SERVICES INC	CUST C63793 - POINT BLANK AXIIA AND ACCESSORIES - VPD
591487	30-May-2018	671.78		Newbold, Jeri L	PROJECT DOX CONFERENCE - HOUSTON TX
591488	30-May-2018	8,130.00		NORTH PACIFIC CONSTRUCTION & REMODELING INC	PROJ 414647 - IDIS 731 - REHAB LOAN PROGRAM - V FUND - 10601 NE 11TH ST - THRU 05/01/18 - CDBG FUNDING
591489	30-May-2018	10,730.99		NORTHWEST STAFFING RESOURCES	CITY WIDE TEMPORARY SERVICES - W/E 03/25/18
591489	30-May-2018	11,546.78		NORTHWEST STAFFING RESOURCES	CITY WIDE TEMPORARY SERVICES - W/E 05/06/18
591490	30-May-2018	15.00		NW NATURAL	ACCT #2620143-4 - GAS USAGE 04/19/18-05/18/18 - ENGLISH PIT
591491	30-May-2018	100.00		OAKBROOK NEIGHBORHOOD ASSN	2018 PARTICIPATION IN RESOURCE CONSERVATION CHALLENGE - SOLID WASTE
591492	30-May-2018	1,400.63		ONE CALL CONCEPTS INC	ACCT 19-0000085 - DIST VAN01 - EXCAVATION NOTIFICATIONS - 18APR - OP CENTER
591492	30-May-2018	277.13		ONE CALL CONCEPTS INC	ACCT 19-0000085 - DIST VAN04 - EXCAVATION NOTIFICATIONS - 18APR - OP CENTER/TRAFFIC
591493	30-May-2018	50.00		PARKS & RECREATION FOUNDATION	2018 ANNUAL LUNCHEON TICKET - LAURIE LEBOWSKY - CMO
591494	30-May-2018	100.00		PATRICK HILDRETH DBA PDH CREATIVE	WEB CARE/HOSTING - MARKETING OUTREACH - CDD
591495	30-May-2018	3,820.00		PBS ENGINEERING & ENVIRONMENTAL INC	PROJ 0025625.000 - EAST FOURTH PLAIN BLVD - THRU 03/30/18 - FACILITIES - PO 88434/ RECEIPT 134644 BY S TURK PER E-MAIL
591496	30-May-2018	29.26		PETTY CASH CUSTODIAN	PURCHASED NEW TABLE FOR THE FCC SR. CENTER
591497	30-May-2018	3,059.86		PHYSIO CONTROL INC	SUMMARY: EMERGENCY RESPONSE SUPPLIES & EQUIP MAINTENANCE - FIRE
591498	30-May-2018	5,045.00		PITNEY BOWES INC DBA PURCHASE POWER	ACCT 8000-9090-0488-3695 - POSTAGE REFILL - STATE CONTRACT #2713 - THRU 05/18/18 - UTILITIES
591499	30-May-2018	67,212.13		PORTLAND MECHANICAL CONSTRUCTION INC	INV 11 TOTAL - TOWN PLAZA HVAC INSPECTIONS/REPAIR PROJECT - EST 9 - THRU 04/26/18 - RECEIPT 134987 BY J DENTON
591500	30-May-2018	3,528.00		PORTLAND STATE UNIVERSITY	2018-2019 DUES - INSTITUTE OF PORTLAND METROPOLITAN STUDIES - CMO
591501	30-May-2018	21,645.39		PPC SOLUTIONS INC	SUMMARY: SECURITY SERVICES THROUGHOUT THE CITY
591502	30-May-2018	122.60		PRAXAIR DISTRIBUTION INC	CUST 72155065 - CO2 LIQUID BULK TANK 450# - THRU 05/01/18 - PARKS & REC AQUATICS
591503	30-May-2018	602.02		PROFESSIONAL SERVICE INDUSTRIES	CUST 1104830 - PROJ 07021966 - VANC WATERFRONT PARK - 18APR - CONSTRUCTION
591504	30-May-2018	215.72		PROJECTS NW LLC	ASBESTOS SAMPLE INSPECTION/TESTING - CHEVY V30 MOTORHOME - THRU 05/01/18 - CASE 2942 - MP ENG
591504	30-May-2018	242.82		PROJECTS NW LLC	ASBESTOS SAMPLE INSPECTION/TESTING - TRAVCO CORP TENT TRAILER - THRU 05/01/18 - CASE 5627 - MP ENG
591505	30-May-2018	10,190.38		PWL PARTNERSHIP LANDSCAPE ARCHITECTS INC	PROJ 17095-WATERFRONT PARK INTERPRETIVE SIGNAGE/PARK SIGNAGE - THRU 04/27/18 - PARKS - RECEIPT 135029 BY C VOGELZANG PER E-MAIL
591506	30-May-2018	770.00		QUICK CAPTION INC	18APR - PROVIDE REMOTE BROADCAST CAPTIONING SERVICES - MEDIA SERVICES
591507	30-May-2018	3,543.72		RETAIL LOCKBOX INC	EPAY AND SUSPENSE - TRANSACTION FEES - THRU 04/30/18 - TREASURY
591508	30-May-2018	92.14		RIVERSIDE CONTAINERS LLC	JOB 49628 - RENTAL - 20' STEEL CONTAINER - 18MAY - CONSTRUCTION - RECEIPT 134599 BY L PETERSEN PER E-MAIL
591509	30-May-2018	3,826.02		ROBERT HALF INTERNATIONAL	CUST 03660-000152000 - SHICK DAVID - W/E 04/27/18 - FINANCE
591510	30-May-2018	816.00		ROTSCHY INC	CLIENT 59 - FILL CLASS S, VAC TRUCK DUMP - OPS CENTER
591510	30-May-2018	618.00		ROTSCHY INC	CLIENT 59 - VAC TRUCK DUMP, FILL CLASS S - OPS CENTER
591511	30-May-2018	2.29		Scharff, Thomas P.U.	FPF IMPLEMENTATION
591512	30-May-2018	2,907.98		SECOND STEP HOUSING	PROJ 414737 - HOUSING SERVICES - 17MAR - CDGB FUNDING
591512	30-May-2018	2,699.90		SECOND STEP HOUSING	PROJ 414737 - HOUSING SERVICES - 18APR - CDBG FUNDING
591512	30-May-2018	5,464.00		SECOND STEP HOUSING	PROJ 601706 - RENT ASSISTANCE - 18APR - HOME FUNDING

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INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount		Vendor Name	Description
591513	30-May-2018	8,653.50		SEQUENCE GRAPHICS LLC	ADVERTISING SALES COMMISSION FOR SR MESSENGER - 18MAY - MEDIA SERVICES - RECEIPT 134589 BY T LOONEY
591514	30-May-2018	3,615.07		SHARE INC	PROJ 414738 - ASPIRE HOUSING SERVICES - 18APR - CDBG FUNDING
591514	30-May-2018	9,001.81		SHARE INC	PROJ 601705 - ASPIRE RENT ASSIST TBRA - 18APR - HOME FUNDING
591515	30-May-2018	130,757.66		SIERRA-CEDAR INC	SUMMARY: HANSEN UTILITY BILLING SUPPORT & WORKDAY IMPLEMENTATION SERVICES - INFO TECH
591516	30-May-2018	3,814.72		SKILLED STRATEGIES LLC	2018 DIVISION CHIEF TEST DEVELOPMENT/FACILITATION - THRU 04/24/18 - FIRE/HR
591517	30-May-2018	16,428.67		SOFT RESOURCES LLC	18APR - PROGRESS BILLING - ERP SOFTWARE PROJECT MANAGEMENT SERVICES - INFO TECH - RECEIPT 134808 BY S COOLEY PER E-MAIL
591518	30-May-2018	627.54		SOFTWARE HOUSE INTERNATIONAL SHI	CUST 1072078 - SO S47554955 - ACROBAT NEW LICENSE - 3 EA - AGREEMENT 4600014240 - INFO TECH - RECEIPT 134704 BY J SCHOESSLER PER E-MAIL
591519	30-May-2018	5,805.00		SONIA LOPEZ DBA ACTION ONSITE INC	18APR - INJURY ASSESSMENT TRAINING - OP CENTER - RECEIPT 134694 BY P NEWTON PER E-MAIL
591520	30-May-2018	74.49		SPRINT NEXTEL	ACCT 677292845 - CELL PHONE BILL - 04/22/18-05/21/18 - FCC
591521	30-May-2018	118.00		STERICYCLE INC	CUST 33043 - ORDER 3091228 - DLA DISPOSAL CHARGES - 02/26/18 - WREC - PO 89378/ RECEIPT 132888 BY K ELLIOTT PER E-MAIL
591522	30-May-2018	298.09		SUMMIT LAW GROUP	CLIENT 10454-74 RBY - 2017-2018 SUBSCRIPTION FEE - LABOR/EMPLOYMENT NEWSLETTER - HR/LAW
591522	30-May-2018	10,036.08		SUMMIT LAW GROUP	CLIENT 20147-12 ERK - LEGAL SERVICES - POLICE TRAINING - THRU 02/28/18 - HR/LAW
591523	30-May-2018	11,755.18		SW WASHINGTON MEDICAL CTR DBA PEACEHEALTH	SUMMARY: MEDICAL SERVICES - RISK
591524	30-May-2018	1,110.00		SYSTEM COMMISSIONING CONSULTANTS INC	PROJ: VANCOUVER FIRE STATIONS 1 & 2 - THRU 04/30/18 - FACILITIES - RECEIPT 134643 BY S TURK PER E-MAIL
591525	30-May-2018	95.00		T2 SYSTEMS INC	CUST 1359 - ROVR SERVICE - 18APR - MIN FEE - PARKING - PO 89540/ RECEIPT 134731 BY T PICCHIONI PER E-MAIL
591526	30-May-2018	450,355.49		TAPANI UNDERGROUND INC	WATERFRONT PARK TRAIL - EST 12 - THRU 04/30/18
591527	30-May-2018	11,519.75		TEKSYSTEMS	SUMMARY: TEMPORARY STAFFING SERVICES - INFO TECH
591528	30-May-2018	142.86		Thomas, Jennifer Anne	MILEAGE JAN 1 - MAY 15
591529	30-May-2018	75.00		TOWER ROCK PRODUCTS INC	BRUSH INTAKE - 05/03/18 - OP CENTER
591530	30-May-2018	323.68		TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	ACCT 230397 - DATABASE SEARCH FEES - 18APR - VPD
591531	30-May-2018	450.00		TRIANGLE RESOURCES INC	18APR - CLEAN UP COUPONS - 45 EA - SOLID WASTE
591532	30-May-2018	22.46		UNITED PARCEL SERVICE	18MAY - SHIPPER #856018 - SHIPPING CHARGES - OPS CENTER
591533	30-May-2018	11,645.45		UNIVERSAL FIELD SERVICES INC	JOB 1483 - CUST 159BF - SE MILL PLAIN BLVD-104TH AVE TO CHKLOV DR PROJECT - 18APR - TRANSPORTATION/CONSTRUCTION
591534	30-May-2018	1,400.00		UNIVERSITY OF WASHINGTON	LEAN COURSE FEE
591535	30-May-2018	1,084.00		US WATER SERVICES INC	SUMMARY: MONTHLY CHILLER/BOILER CHEM TESTING - OP CENTER
591536	30-May-2018	7,125.00		USI INSURANCE SERVICES	BUSINESS SERVICE FEE - 06/01/16-06/01/18 - INSTALLMENT 25 - HR
591537	30-May-2018	160.00		VANCOUVER FIREFIGHTERS UNION HEALTH	TICKETS FOR RETIREMENT CELEBRATION - MAYOR MCENERNY-OGLE, COUNCILMEMBERS STOBER, LEBOWSKY, TOPPER - CMO
591538	30-May-2018	3,271.88		W TODD PASCOE PLLC	2018 CONTRACTURAL SERVICES - 18MAY - CMO
591539	30-May-2018	750.00		WA STATE PATROL	ACCT VAN311 - MONTHLY BACKGROUND CHECKS - 18APR - LAW
591540	30-May-2018	2,000.00		WALKER MACY LLC	JOB P3478.01 - DAVID DOUGLAS/MARINE PARKS - THRU 04/25/18 - PARKS ADMIN
591541	30-May-2018	353.39		WALLIS ENGINEERING PLLC	18APR - PROJ VAN15ES:01 - 2018 VANCOUVER CURB RAMPS - THRU 04/30/18 - OP CENTER - RECEIPT 134939 BY P NEWTON PER E-MAIL
591542	30-May-2018	676.52		WALTER E NELSON CO	CUST 21069 - ORDER 442071 - JANITORIAL SUPPLIES - FIRE

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INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount		Vendor Name	Description
591542	30-May-2018	29.81		WALTER E NELSON CO	CUST 21069 - ORDER 959479 - JANITORIAL SUPPLIES - FIRE
591543	30-May-2018	39,145.29		WASTE CONNECTIONS INC	18APR - CURBSIDE RECYCLE PROGRAM - SOLID WASTE
591543	30-May-2018	35,438.00		WASTE CONNECTIONS INC	ACCT COMM PILOT BILLING - 1363 CUSTOMERS - 18APR - SOLID WASTE
591544	30-May-2018	100.00		WEST MINNEHAHA NEIGHBORHOOD	2018 PARTICIPATION IN RESOURCE CONSERVATION CHALLENGE - SOLID WASTE
591545	30-May-2018	121.00		WESTERN STATES FIRE PROTECTION	INCORRECT PERMIT TYPE
591546	30-May-2018	46,514.54		WILCOX & FLEGEL	SUMMARY: FUEL FOR VARIOUS LOCATIONS - EQUIP SERVICES
591547	30-May-2018	1,539.28		WIRE WORKS LLC	LABOR/SUPPLIES - VIN ENDING IN 322993 - PLATE 66031D - EQUIP SERVICES
591547	30-May-2018	506.82		WIRE WORKS LLC	STOCKING/RESTOCKING FEES - 04/30/18 - EQUIP SERVICES
591548	30-May-2018	105.00		WOLFGANG ASSOC INC	2018 QTR 2 - RANDOM SELECTION SERVICES - COMPLIANCE WITH DOT TESTING REGULATIONS - 100-250 EMPLOYEES - OP CENTER
591549	30-May-2018	76.00		XPO ENTERPRISE SERVICES INC	WEEKLY POSTAGE SERVICES - THRU 04/28/18 - FINANCE/MAILROOM
591550	30-May-2018	850.00		YAKIMA COUNTY	2018 INTERLOCAL AGREEMENT FOR TECHNOLOGY SERVICES - 18APR - INFO TECH - APPROVED PER J SCHOESSLER PER E-MAIL
20001430	31-May-2018	3,398.46		CITY OF VANCOUVER	SUMMARY: INFOR CITY PAYMENTS
	SUBTOTAL	**13,262,520.84**			
VISA	05-Jun-2018	2,110.14		MISCELLANEOUS	PARKS CLASS REFUNDS - FCC 05/29/18 - 06/04/18
VISA	05-Jun-2018	1,801.00		MISCELLANEOUS	PARKS CLASS REFUNDS - MCC 05/29/18 - 06/04/18
VISA	04-Jun-2018	1,300.00		MISCELLANEOUS	PARKS CLASS REFUNDS - SPECIAL EVENTS 05/29/18 - 06/04/18
VISA	05-Jun-2018	163.18		MISCELLANEOUS	PARKS CLASS REFUNDS - VTC 05/29/18 - 06/04/18
VISA	04-Jun-2018	1,714.90		MISCELLANEOUS	PARKS CLASS REFUNDS - WREC 05/29/18 - 06/04/18
	SUBTOTAL	**7,089.22**			
	TOTAL	**13,269,610.06**			

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City of Vancouver
Payroll Council Report
May 29, 2018 - June 4, 2018

Check No.	Date	Explanation	Amount
6673 - 6684	05/31/18	4 2018 Pension Payroll	$ 9,827.93
N/A	05/31/18	4 2018 Pension Direct Deposits	$ 49,635.24

$ 59,463.17