



City Council Meeting Minutes

Vancouver City Hall | Council Chambers | 415 W. 6th St.
PO Box 1995 | Vancouver, WA 98668-1995
cityofvancouver.us

Anne McEnerny-Ogle, Mayor • Bart Hansen • Ty Stober • Erik Paulsen • Sarah J. Fox • Diana H. Perez • Kim D. Harless

April 1, 2024

WORKSHOPS: 3:00-6:00 p.m.

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

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

View the CVTV video recording, including presentations and discussion, for workshops at:

https://www.cvtv.org/vid_link/36353?startStreamAt=0&stopStreamAt=5948

Council Policies Update

To be held in City Council Chambers on the 2nd floor of the City Hall Building

(Approximately 1 hour)

Jonathan Young, City Attorney; 360-487-8500

Summary

Staff led Council through a discussion of the Council Policies Update.

Councilmembers Hansen, Fox, and Harless were late to the workshop.

Comprehensive Plan Update

*To be held in the Aspen Room on the first floor of the City Hall Building
(Approximately 2 hours)*

Rebecca Kennedy, Deputy Community Development Director, 360-487-7896; Dominique Martinelli, Senior Planner, 360-487-7943

Summary

Staff led Council and the Planning Commission through a joint discussion of the Comprehensive Plan Update.

COUNCIL DINNER/ADMINISTRATIVE UPDATES

COUNCIL REGULAR MEETING

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

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit: https://www.cvtv.org/vid_link/36355?startStreamAt=0&stopStreamAt=6467 Electronic audio recording of City Council meetings are kept on file in the office of the City Clerk for a period of six years.

Pledge of Allegiance

Call to Order and Roll Call

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

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

Absent: None

Approval of Minutes

Minutes - March 11, 2024

Motion by Councilmember Hansen, seconded by Councilmember Stober, and carried unanimously to approve the meeting minutes of March 11, 2024. Councilmember Paulsen abstained.

Minutes - March 18, 2024

Motion by Councilmember Fox, seconded by Councilmember Paulsen, and carried unanimously to approve the meeting minutes of March 18, 2024. Councilmember Perez abstained.

Proclamations: National Poetry Month; Food Waste Prevention Week

Mayor McEnerny-Ogle read and presented a proclamation to Michele Hanlon, Poetry Moves Program, and Susan Dingle, Clark County Poet Laureate, proclaiming April 2024, as National Poetry Month.

Mayor McEnerny-Ogle read and presented a proclamation to Liz Erickson, Solid Waste Analyst for the City of Vancouver, proclaiming April 1-7, 2024, as Food Waste Prevention Week.

Community Communications

Mayor McEnerny-Ogle opened Community Communication and received testimony from the following community members regarding any matter on the agenda not scheduled for a Public Hearing:

- Kimberlee Goheen Elbon, La Center, WA
- Carmen DeLeon, Vancouver

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

Consent Agenda (Items 1-6)

Motion by Councilmember Hansen, seconded by Councilmember Perez, and carried unanimously to approve items 1-6 on the Consent Agenda.

1. **2024 East Curb Ramps Project**

Staff Report: 065-24

The City is issuing three separate curb ramp contracts this year as part of its 2024 pavement management program. These contracts include the "2024 Fourth Plain Blvd Curb Ramps – Ft. Vancouver Wy to Andresen Rd",

the “2024 East Curb Ramps”, and the “2024 West Curb Ramps”. The purpose of splitting the work into three contracts is to reduce each contract to a manageable size, which helps expedite ramp construction. From a construction sequencing standpoint, it is far more efficient to construct the new curb ramps in advance of the on-street pavement management resurfacing work.

This staff report and recommended action is to award the 2024 East Curb Ramps. A construction contract for the 2024 Fourth Plain Blvd Curb Ramps – Ft. Vancouver Wy to Andresen Rd has already been awarded and a recommendation to award the 2024 West Curb Ramps accompanies this one today.

On March 12, 2024, the City received four bids for the subject project. The bids ranged between \$1,764,000.00 to \$2,360,509.00. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Advanced Excavating Specialists, Kelso, WA	\$1,764,000.00
Lee Contractors, Battle Ground, WA	\$1,922,000.00
Grade Werks Excavating, LLC., Battle Ground, WA	\$1,998,775.00
Clark & Sons Excavating, Inc., Battle Ground, WA	\$2,360,509.00
Engineers' Estimate	\$1,600,000.00

There is a minimum apprenticeship goal of 4% of the utilized labor hours for this project. Advanced Excavating Specialists, Kelso, Washington has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 520 hours of apprentice time of the estimating a total of 8151 applicable labor hours for the project.

Request: On April 1, 2024, award a construction contract for the 2024 East Curb Ramps Project to the lowest responsive and responsible bidder, and authorize the City Manager or designee to sign a contract with Advanced Excavating Specialists, Kelso, Washington at their bid price of \$1,764,000.00, which includes Washington State sales tax.

Chris Sneider, Senior Civil Engineer, 360-487-8239

Motion approved the request.

2. 2024 West Curb Ramps Project

Staff Report: 066-24

The City is issuing three separate curb ramp contracts this year as part of its 2024 pavement management program. These contracts include the

“2024 Fourth Plain Blvd Curb Ramps – Ft. Vancouver Wy to Andresen Rd”, the “2024 East Curb Ramps”, and the “2024 West Curb Ramps”. The purpose of splitting the work into three contracts is to reduce each contract to a manageable size, which helps expedite ramp construction. From a construction sequencing standpoint, it is far more efficient to construct the new curb ramps in advance of the on-street pavement management resurfacing work.

This staff report and recommended action is to award the 2024 West Curb Ramps. A construction contract for the 2024 Fourth Plain Blvd Curb Ramps – Ft. Vancouver Wy to Andresen Rd has already been awarded.

On February 27, 2024, the City received seven bids for the subject project. The bids ranged between \$393,650.00 to \$690,900.00. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
<i>Halme Excavating, Inc., Battle Ground, WA</i>	<i>\$393,650.00</i>
<i>Raz Construction Co., Ridgefield, WA</i>	<i>\$481,841.44</i>
<i>Advanced Excavating Specialists, Kelso, WA</i>	<i>\$499,100.00</i>
<i>Clark & Sons Excavating, Inc., Battle Ground, WA</i>	<i>\$528,030.00</i>
<i>Tikka Masonry, Inc., Battle Ground, WA</i>	<i>\$538,556.50</i>
<i>Western United Civil Group, Yacolt, WA</i>	<i>\$614,166.00</i>
<i>MJ Hughes Construction, Vancouver, WA</i>	<i>\$690,900.00</i>
<i>Engineers’ Estimate</i>	<i>\$550,000.00</i>

There is a minimum apprenticeship goal of 3% of the utilized labor hours for this project. Halme Excavating, Inc., Battle Ground, Washington has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 80 hours of apprentice time of the estimating a total of 2,028 applicable labor hours for the project.

Request: On April 1, 2024, award a construction contract for the 2024 West Curb Ramps Project to the lowest responsive and responsible bidder, and authorize the City Manager or designee to sign a contract with Halme Excavating, Inc., Battle Ground, Washington at their bid price of \$393,650.00, which includes Washington State sales tax.

Chris Sneider, Senior Civil Engineer, 360-487-8239

Motion approved the request.

3. Professional Services Agreement for On-Call Facilitation Services

Staff Report: 067-24

AN ORDINANCE authorizing the execution of a contract amendment with Kearns & West (“Contractor”), to continue providing facilitation services for a variety of different processes and meetings and other related services on an as needed basis (“Services”) to the City of Vancouver, Washington (“City”); authorizing a contract amendment extending the contract beyond its original five-year duration; providing for severability; and setting an effective date.

The City currently utilizes Kearns & West for on-call facilitation services, including the charter review process that is underway.

The current professional services agreement with Kearns & West was entered into on May 1, 2019, and was for a period of five years. The agreement was to provide facilitation services for a variety of different processes and meetings and other related services on an as needed basis and was in response to RFP No. 2-19.

Kearns & West engaged with the City to facilitate the charter review process in October 2023. The process is currently underway with a Council workshop scheduled for May 20, 2024 to present the Charter Review Committee’s recommendations to Council. Depending on Council action on the Committee’s recommendations, Kearns & West will be asked to assist staff in preparing ballot materials.

To allow Kearns & West to continue work on the charter review process, staff are requesting an amendment to extend the Kearns & West professional services agreement, currently expiring April 30, 2024, to instead expire July 31, 2024.

City staff have commenced a new procurement process for on-call facilitation services.

Request: On April 1, 2024, approve the ordinance on first reading, setting the date of second reading and public hearing for April 15, 2024.

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

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

Motion approved the request.

4. Nomination for Appointment to the Fort Vancouver Regional Library District Board

The Fort Vancouver Regional Library Board is the governing body for the

library district and oversees the library system, the service area includes Clark, Klickitat, and Skamania counties. The City of Vancouver has two representatives on the board.

Council Committee 1 recently interviewed applicants for one full-term position and recommends Mary Williams be nominated for the full-term seat expiring December 31, 2031. This recommendation will be moved forward to the Clark County Board of Commissioners, after which the appointment is contingent upon approval by the Clark, Klickitat and Skamania boards of commissioners.

*If there are no objections, we would like to request approval of this nomination at the **Monday, April 1**, council meeting.*

Request: Nominate Mary Williams for appointment to the Fort Vancouver Regional Library District Board for a full-term position effective January 1, 2024, and expiring December 31, 2031.

Council Committee 1

Motion approved the request.

5. Appointment Parking Advisory Committee

The Parking Advisory Committee advises City Council on policy issues related to all city-owned on-street and off-street parking facilities and makes recommendations on facilities and parking regulations.

Council Committee 2 recently interviewed candidates for one vacancy on the Parking Advisory Committee and recommends the appointment of Travis Schemp. Council policy 100-06 4.2 states "If a candidate is selected to fill the remainder of an unexpired term of six (6) months or less, their appointment shall be for the unexpired term plus the next full term." Per this policy, term dates for this appointment are effective January 1, 2024, and expiring July 31, 2028.

*If there are no objections, we would like to make these appointments at the **Monday, April 1** Council meeting.*

Request: Appoint to the Parking Advisory Committee Travis Schemp to the remainder of the mid-term and a full-term position (per council policy 100-06 4.2) effective January 1, 2024, and expiring July 31, 2028.

Council Committee 2

Motion approved the request.

6. Approval of Claim Vouchers

Request: Approve claim vouchers for April 1, 2024.

Motion approved claim vouchers in the amount of \$2,249,111.24.

Public Hearings (Items 7-8)

7. Right-of-Way Franchise Agreement for Njord LLC, (dba) Zing Broadband

Staff Report: 047-24

AN ORDINANCE relating to management of the public rights-of-way, granting to (Njord LLC, (DBA) Zing Broadband) and its affiliates ("Grantee"), a (LLC) (collectively "Parties"), a non-exclusive and revocable Franchise to install, operate and maintain a telecommunication system in, on, over, upon, along, and across Public Ways of the City of Vancouver, Washington ("City"), establishing certain rights, duties, terms, and conditions with respect to the Franchise; and setting an effective date and conditions.

Njord LLC, (DBA) Zing Broadband wishes to occupy and utilize portions of the public rights of-way in the City. Cities may require a permit or franchise for the use of its right-of-way for telecommunication facilities (RCW 35.99.030); the City may not charge a franchise fee for the franchise (RCW 35.21.860). The proposed ordinance establishes the terms and conditions of the right to construct and maintain its telecommunications facilities within the City's rights-of-way.

City staff has worked with Zing Broadband to negotiate the terms of a franchise ordinance, which manages the deployment of a telecommunications system that balances local aesthetics, character, and public health and safety, while also deriving technological benefits for the City's residents to the greatest extent practicable.

Request: On Monday, April 1, 2024, subject to second reading and public hearing, approve the ordinance.

Cary Driskell, Assistant City Attorney, 360-946-3065; Aaron Lande, Program and Policy Development Manager, 360-487-8612

Cary Driskell, Assistant City Attorney, provided an overview of the Right-of-Way Franchise Agreement for Njord LLC, (dba) Zing Broadband.

Council discussed the item briefly with staff.

Mayor McEnemy-Ogle opened the public hearing and received testimony from the following community members:

- Kimberlee Goheen Elbon, La Center, WA

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

Motion by Councilmember Stober, seconded by Councilmember Hansen, and carried unanimously to approve Ordinance M-4444.

8. **Vancouver Innovation Center Revision**

Staff Report: 064-24

AN ORDINANCE amending the Vancouver Innovation Center (VIC) Mixed Use Master Plan (Master Plan) and Development Agreement (DA) for parcels 126455000, 126816000, 986056494, and 986065748 located at 18110 SE 34th Street; providing for severability; and providing for an effective date.

The applicant requests approval of a revision to an existing master plan and development agreement. Development can occur on the site as approved in 2021 under the existing master plan.

The item was reviewed by the Planning Commission on February 13, 2024, and materials can be reviewed here: <https://www.cityofvancouver.us/events/planning-commission-meeting-23/>

Request: On Monday, April 1, 2024, subject to second reading and public hearing, approve the ordinance.

Mark Person, Senior Planner, 360-487-7885

Mark Person, Senior Planner, and Patrick Quinton, Economic Development Director, provided an overview of the Vancouver Innovation Center Revision.

Council discussed the item briefly with staff.

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

- Kimberlee Goheen Elbon, La Center, WA
- James Lopez, Portland, OR
- Jonathan Rodriguez, Portland, OR
- Joshua Lucas, Yacolt, WA

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

Motion by Councilmember Paulsen, seconded by

Councilmember Stober, and carried unanimously to approve Ordinance M-4445.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

State Legislative End of Session Update

Aaron Lande, Program and Policy Development Manager, and Brian Enslow, Contract State Lobbyist, discussed the State Legislative End of Session Update.

EXECUTIVE SESSION RE: PERSONNEL - RCW 42.30.110(1)(g) (1 HR)

Mayor McEnerny-Ogle announced the Council would be entering into executive session from 8:16-9:03 p.m. to discuss Personnel.

Adjournment

9:03 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

The written comments below are those of the submitter alone and are not representative of the views of CVTV or the City of Vancouver, its elected or appointed officials, or its employees.



U.S. DEPARTMENT OF LABOR

News Release

US DEPARTMENT OF LABOR RECOVERS MORE THAN \$947K FROM OREGON FEDERAL CONTRACTORS WHO DENIED FULL WAGES, BENEFITS TO 213 CONSTRUCTION WORKERS

Investigations found four employers in violation of federal contracting laws

PORTLAND – The U.S. Department of Labor has recovered \$947,547 from four Oregon contractors who failed to pay fringe benefits, prevailing and overtime wages to 213 employees working on federally funded construction projects in Oregon and Washington.

The recovery follows several investigations by the department's Wage and Hour Division and the discovery of violations of the Davis-Bacon and Related Acts, the Contract Work Hours and Safety Standards Act and the Fair Labor Standards Act.

Specifically, federal investigators found the following:

- G Builders LLC, a Damascus wood framing company, classified employees incorrectly and failed to pay them the appropriate prevailing wages and fringe benefits for the type of work they did while building affordable housing units at U.S. Department of Housing and Urban Development-funded projects in Gresham and Eugene, and in Vancouver, Washington. **\$46,440.00**
- Joshua Legacy Painting and Restoration LLC, a Hillsboro construction contractor, did not pay workers the correct prevailing wages, fringe benefits and overtime while building affordable housing for farmworkers at the federally funded Colonia Paz complex in Lebanon.
- Emagineered Solutions Inc., a Redmond heavy construction contractor and equipment manufacturer, incorrectly classified workers for the type of work they did and failed to pay them proper prevailing wages and overtime while working on a U.S. Army Corps of Engineers-funded project at the John Day Lock and Dam in the Columbia River near Rufus.
- Reyes Construction LLC, a Bend roofing services contractor, failed to pay employees corresponding prevailing wages and fringe benefits while working on a residential construction project in Ontario with funds from the U.S. Department of Housing and Urban Development.

In total, the division's investigations helped 213 workers recover **\$846,440** in prevailing wages and fringe benefits, and \$101,106 in overtime wages. The department also assessed G Builders \$10,000 in penalties because the company violated similar federal labor laws in 2016 and 2021.

"Employers who do work on government-funded construction projects will be held accountable for making sure workers receive their proper prevailing wages and fringe benefits," said Wage and Hour Division Assistant District Director Michelle Phillips in Portland, Oregon. "The U.S. Department of Labor works tirelessly to ensure employers follow all applicable laws and come into compliance. Employers who do not respect their workers' rights will likely struggle to retain and recruit the people they need to remain competitive, as workers look for opportunities with employers who do. Violating federal contracting laws can also result in debarment from future federal contracting opportunities."

Learn more about the DBRA, the CWHSSA and other laws enforced by the division, as well as a search tool to use if you think you may be owed back wages collected by the division. The department can speak with callers confidentially in more than 200 languages through the agency's toll-free helpline at 866-4US-WAGE (487-9243). Download the agency's new Timesheet App, now available for Android and i-OS devices in English and Spanish, to ensure hours and pay are accurate.

[Learn more about the Wage and Hour Division.](#)

Agency: Wage and Hour Division

Date: September 21, 2023

Release Number: 23-1970-SAN

Media Contact: Michael Petersen

Phone Number: [415-625-2630](tel:415-625-2630)

Email: petersen.michael.w@dol.gov

Media Contact: Jose Carnevali

Phone Number: [415-625-2631](tel:415-625-2631)

Email: carnevali.jose@dol.gov

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U.S. DEPARTMENT OF LABOR

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Spotlight on Westside Drywall, Inc., Cont'd

- ❖ 155 wage and hour violations in past 20 years, including over \$340,000 in back wages.
- ❖ 7 OSHA Investigations since 2016. Found 3 violations and fined \$1,000.



... part of wanted to go in and figure out, okay, we've got What's our track



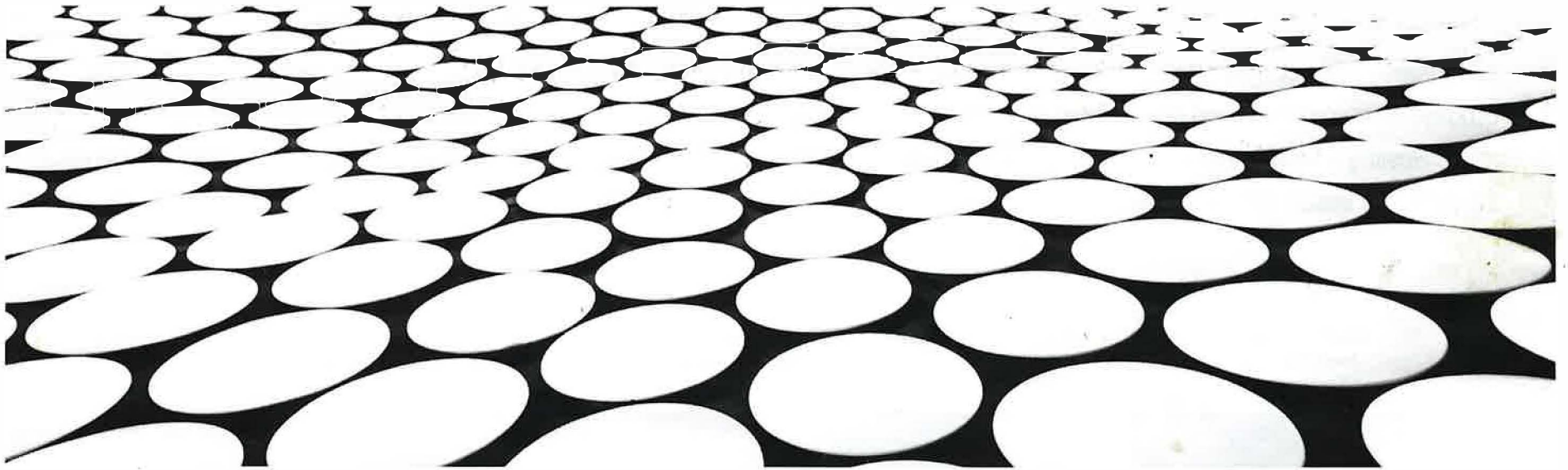
Jessica Ponaman-Oregon (she/her)

MICHAEL T. Wood Chairman Wood & 2 production Company Inc

Juneteenth 2024 Community Celebration

2024 City of Vancouver Grant

Request: to open second bidding window
(for Level Two grant for up to \$160,000)



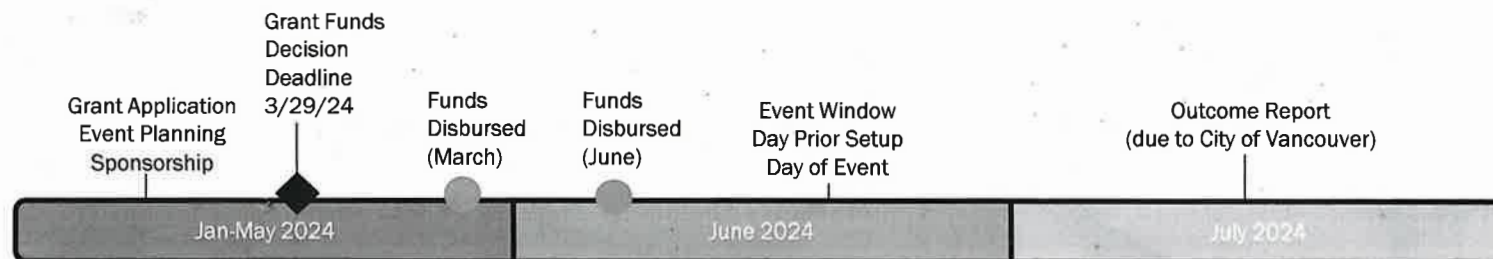
Break the Silence Foundation

Danah Executive Director

Danah Executive Director Break the Silence Foundation

Proposal to Fund Juneteenth 2024 Community Celebration

- **Ask:** open a **second bidding window** for grant applications/acceptance up to \$160,000 with money disbursements in March and June.
- **Need:** project targets local and international partners committed to meeting unmet needs in the community through connection. This project builds and strengthens community. It will provide opportunities to get involved/get out and to make new connections, promote talent over violence and empower people to be heard.
- **Support:** project aligns with the City Council priorities, primarily to build Community Safety and support Diversity *Equity and Inclusion*.
- **Community Involvement:** Break the Silence Foundation has global partners. Collectively, we will reach out to community groups, organizations and international stakeholders to strengthen connections, empower people to get involved and to message our shared values. We are committed to ending violence, using talents to uplift community and empower people. Our community celebration will showcase a tapestry of talent woven from shared heritage, traditions, and interests in our neighborhood and worldwide.
- **Community Impact:** The project builds on the many Mainstreet Makeover partners who are collaborating on fulfilling the Main Street Promise. Our community will benefit from revenue generated from patronage at hotels/restaurants/shops, new business ventures, and more. Hosting a **worldwide Juneteenth 2024 celebration** meets Mayor Anne McEnerny-Ogle's "State of the City Address" delivered to the public on March 18th when she shared her vision of making Vancouver an "urban destination" of choice!



- The website is under construction at www.lib3rateus.com that will describe our purpose and feature our Juneteenth 2024 Event Schedule, Volunteer Sign Up, Solicit Event Suggestions and share how to Donate.

"It's being in the right place at the right time and taking advantage of your opportunities" quote by Lee Majors



CITY OF
Vancouver
WASHINGTON

Small Business & Entrepreneurship Strategy

Chris Harder

Deputy Director, Economic
Prosperity & Housing

City Council Workshop: April 15, 2024

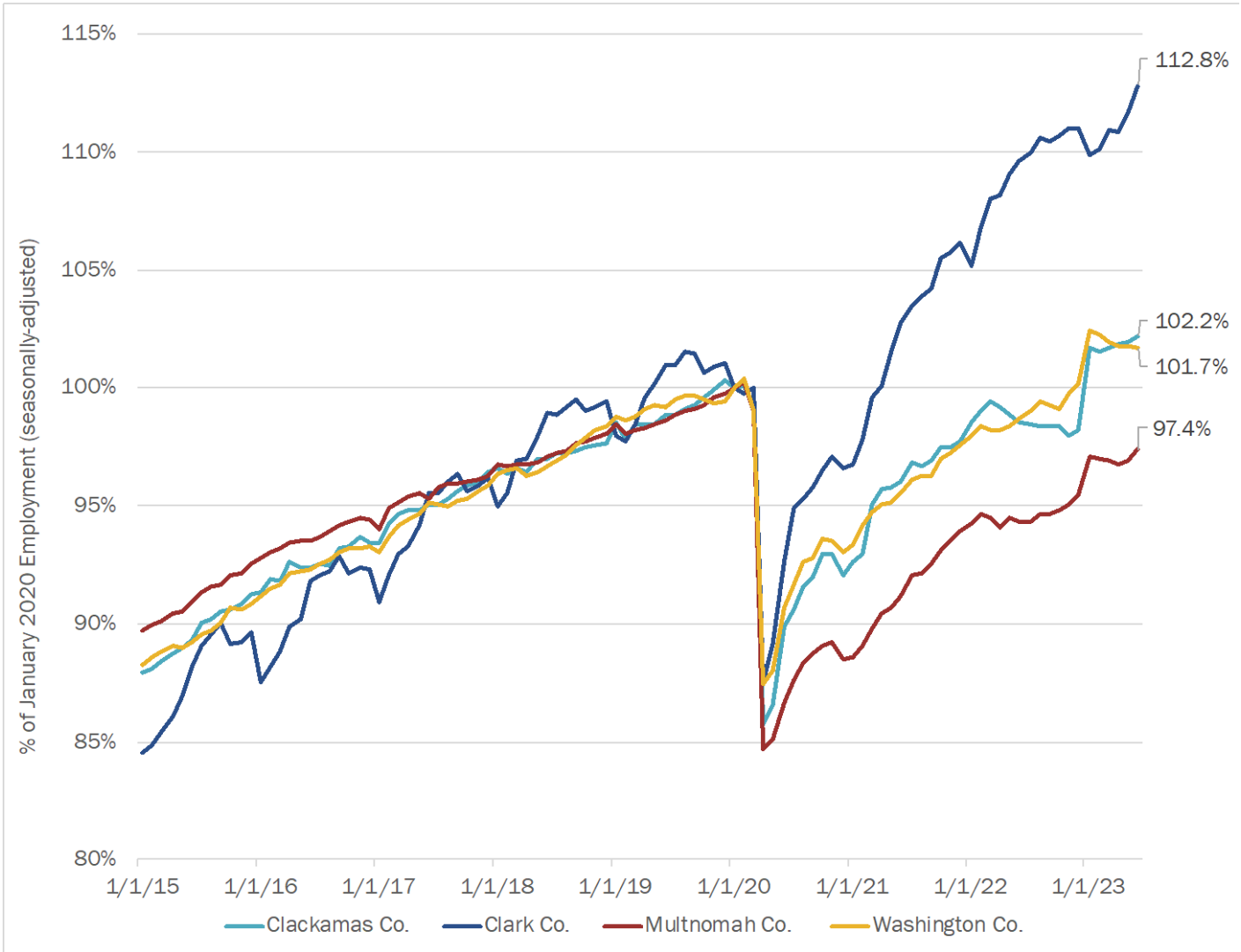


Key Topics

- Objectives
- Recent Economic Trends
- Overview of Current Programs
- Approach Going Forward



Employment Growth Increasing Post-Pandemic



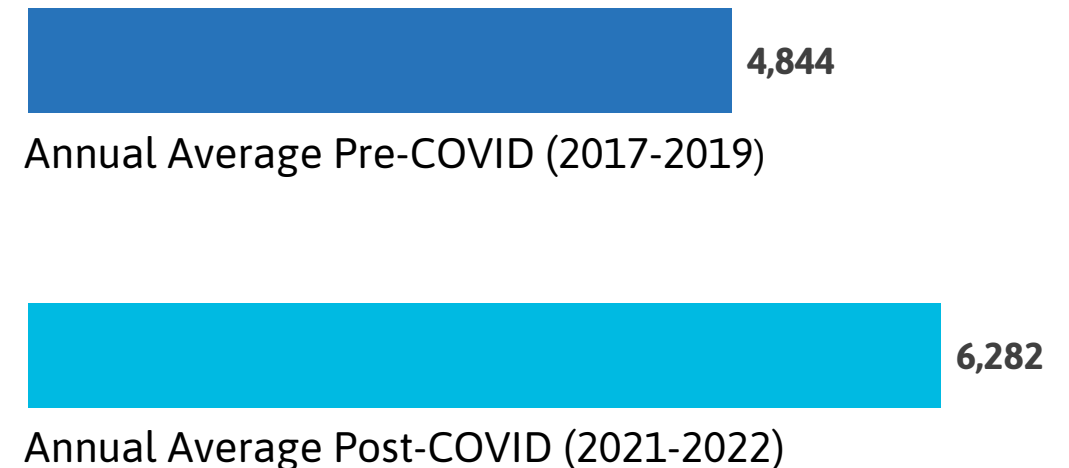
Economic Impact of Small Businesses

Driver of Economic Growth

- **Microenterprises** (<5) account for 62% of all establishments and 8% of total employment (Clark County)
- **Small Businesses** (<50) account for 96% of all establishments and 42% of total employment (Clark County)
- *Figures likely higher in Vancouver*

WA Employment Security Data

30% Increase in Clark County New Business Starts: Entrepreneurship Boom



U.S. Census





Partner Case Study

Hispanic Metropolitan Chamber of Commerce (HMCC)

Since 2021, a **notable increase in client activity** in Southwest WA, particularly city of Vancouver:

- 45% of business engagement calls
- 48% of active clients
- 1.5 → 3.5 dedicated FTE



Small Business Needs

Common challenges to launching and growing a business

Main Street / Neighborhood

- Business Planning
- Rising Costs
- Visibility
- Operating Capital
- Regulatory Uncertainty

High-Growth Startups

- Access to Talent
- Funding Growth
- Managing Growth
- Market Competition
- Leadership & Community



Existing Small Business Programs

City of Vancouver Initiatives

- **Main Street Promise** – Small Business Retention & Construction Mitigation Program
- **CBDG Microenterprise Support Grants** – Access to Capital, Business Technical Assistance
- **FPFA Small Business Support** – Access to Capital, Business Technical Assistance, Support for Community Commons



Promoting Community Resources

Regional Programs and Services

Online Resource Guide

- Business Workshops, Classes, and Education
- Local, State, and Federal Business Technical Assistance Programs
- Grant, Loan, and other Access to Capital Programs

Local Resource Fair

- May 21, 2024 – Fourth Plain Community Commons
- Partnership with SWW Small Business Providers
- Free Event for Entrepreneurs & Small Business Owners



Amplifying the Small Business Voice

Acknowledging Impact & Celebrating Success

Small Business Week & Month

- Council Proclamations
 - Week 4/22
 - Month: 5/6
- Small Business Media Campaign

Downtown Stakeholders Forum

- Bi-Monthly
- Information Sharing
- Input from small businesses on policies and initiatives

SWW Small Business Providers Group

- Monthly
- Highlight Small Business Support Programs
- Focus on BIPOC Small Businesses Owners



Positioning for the Future

Increasing support of Vancouver small businesses

- City does a good job of helping small businesses navigate regulatory requirements
- Opportunity exists to better leverage state and federal small business resources
- Existing partners offer needed technical assistance, but reach is limited, and most programs focused on on main street or locally focused small businesses
- Very few non-traditional lending options exist locally or in the region
- Lack of local resources and ecosystem to scale for high-growth startups
- Absence of a comprehensive strategy to support innovation and invest in industry research & development



Immediate Actions (2024)

Building Near-Term Capacity

- Refinement of existing programs and increasing impact of partners
- Recruitment of a Small Business & Entrepreneurship Program Coordinator
- Increase in annual CDBG awards (\$400K → \$550K for 2025) to small business technical assistance providers
- Prioritize small business procurement opportunities (LTAC, Disparity Study)
- COV and SBA Strategic Alliance Memorandum
- Four new startup events planned between now and end-of-year



Immediate Actions (2024)

New Startup Events in Vancouver

- June: TiE - Columbia River Cross County Investment Competition
- August: OEN - Vancouver Entrepreneurship Mixer
- October: OEN - Vancouver Small Business Pub Talk
- December: OEN - Vancouver Startup Pitch Event
- More TBD....



A Roadmap for Economic Prosperity

City of Vancouver Economic Development Strategy

- Inform the Economic Chapter of Updated Comprehensive Plan
- Scope: real estate/redevelopment, job creation, and small business support priorities
- Deliverable: Situation Assessment
- Deliverable: Economic Development Strategy



Enhanced Support for Entrepreneurs

Small Business Areas of Focus

- BIPOC and underserved founders
- High-growth startups
- Community-wide innovation and research & development
- At-risk neighborhood business districts



Discussion





MEMORANDUM

DATE: April 15, 2024

TO: Vancouver City Council

FROM: Eric Holmes, City Manager

RE: **Small Business & Entrepreneurship Strategy**

CC: Patrick Quinton, Chris Harder, Julie Arenz

Background

Small businesses and startups are critical to the success of Vancouver's economy. Supporting entrepreneurs and the formation of new businesses is foundational to the City's economic development efforts. The Comprehensive Plan process and development of the Plan's Economic Chapter provide a unique opportunity to evaluate the importance of small businesses to Vancouver's long-term economic competitiveness and position the City and partners for more strategic impact. As part of the Comprehensive Plan process the Economic Prosperity & Housing Department will create a 5-Year Economic Development Strategy with a core focus of supporting small businesses and entrepreneurs.

Economic Data & Trends

Vancouver is no longer just a bedroom community of Portland, but increasingly the economic driver of the larger metropolitan region. Vancouver is a community that must be responsive to significant increases in population and employment.¹

- Between 2020 and 2023, Clark County was the only county in the region (Clackamas, Clark, Multnomah, and Washington) to experience significant net positive population growth.

¹ Currently we have access to county level data for most economic indicators, but we are working with the WA Employment Security Department to get access to city and sub-city data.

- Between 2020 and 2023, Clark County employment grew by 112.8%, significantly higher than the other three counties in the four-county metropolitan region.

The economic impact of small businesses in Clark County and Vancouver is also significant.

- As of 2023, microenterprises² account for 62% of all establishments and 8% of total employment in Clark County, and small businesses³ account for 96% of all establishments and 42% of total employment.
- Clark County is experiencing an entrepreneurship boom. The number of new businesses⁴ in Clark County jumped by 30% in the most recent federal data compared to pre-pandemic levels. Between 2017-2019 Clark County averaged 4,844 new business starts annually, compared to an average of 6,282 over the two-year period of 2021-2022. Economists consider this a sign of economic health and a long-run driver of innovation.

Note: It is very likely that the small business and entrepreneurship impact figures highlighted above are higher for Vancouver relative to the County as a whole.

The growth in local small businesses is more than just an economic data point, however. The City of Vancouver relies on partners to help deliver important business technical assistance and access to capital programs for local entrepreneurs. Regional partners are increasingly delivering services in Vancouver and Southwest WA. As an example, since 2021, the Hispanic Metropolitan Chamber (HMC), which serves the entire Portland-Vancouver Metropolitan Region, has experienced notable client activity in Vancouver and Southwest, WA:

- 48% of active clients
- An increase from 1.5 to 3.5 dedicated staff

Current Efforts to Support Small Businesses

Launching a startup or small business is a difficult and risky venture. Entrepreneurs face many challenges and hurdles on their way to success. Many fail, in part, due to a lack of access to dedicated resources. Common challenges include:

Main Street / Neighborhood Small Businesses	
Business Planning	Coaching, technical assistance, strategic direction
Rising Costs	Affordable commercial space, tenant improvements
Visibility / Market Access	Advertising, signage, marketing, e-commerce
Operating Capital	Lines-of-credit, credit enhancement, non-traditional loans
Regulatory Uncertainty	Navigating local fees, zoning, codes, and regulations

² Defined here as less than 5 employees.

³ Defines here as less than 50 employees.

⁴ As measured by new business applications

High-Growth Startups	
Access to Talent	Post-secondary institutions, highly skilled workers
Funding Growth	Investment capital, convertible notes, loans
Managing Growth	Supply chain, affordable space, scalable systems, technology
Market Competition	Product innovation, research & development
Leadership & Community	Management teams, board development, mentors

Given the importance of small businesses and startups to local economies, cities across the country have made it a priority to create an environment where entrepreneurship is celebrated and supported. To help address some of the common challenges faced by small businesses, the City of Vancouver currently relies on a partnership model, where we support organizations that either deliver services directly to entrepreneurs and small businesses or advocate more broadly for their success. In 2024, through City General Fund and Federal resources, we are committed to supporting the following organizations in a variety of ways:

Event Sponsorship / Dues	Programmatic Support	Operational Support
Uptown Village Association	Hispanic Metropolitan Chamber (HMC)	Vancouver's Downtown Association (VDA)
TiE Oregon	Fourth Plain Forward	Columbia River Economic Dev. Council (CREDC)
Oregon Entrepreneurs Network (OEN)	Micro Enterprise Services of Oregon (MESO)	
Greater Vancouver Chamber	Northwest Native Chamber	

Currently, the City of Vancouver's small business initiatives are solely funded by federal dollars, mostly one-time Federal ARPA resources. These initiatives are:

- **Main Street Promise (MSP):** In 2023, through a partnership between the City (Julie Arenz) and the VDA (Michael Walker), we launched the MSP Small Business Retention and Construction Mitigation Program. This program is designed to meet the unique needs and solve specific challenges of Main Street small businesses as they navigate two years of construction. The primary goal of this program is to retain existing businesses and ensure robust foot traffic and sales. This program will also serve as a model for the Interstate Bridge Replacement (IBR) project.
- **CDBG Microenterprise Grants:** In FY 2022-2023 recipients of this program served approximately 250 small businesses with services ranging from asset building, business planning, and other technical assistance. For FY 2024-2025, the City received more than \$1 million in proposal requests from nine organization. The City is recommending \$400,000 in awards to support HMC, MESO, Fourth Plain Forward, and the Northwest Native Chamber.
- **Fourth Plain for All Investment Strategy:** \$1.5 million in ARPA Funds are allocated to support Fourth Plain small businesses. In 2024, EPH staff will be partnering

with Fourth Plain stakeholders to identify specific program opportunities that will help to address the unique needs of Fourth Plain small businesses and entrepreneurs. A key goal of this effort is the utilize the \$1.5 million so that the resources are sustainable and available to Fourth Plain small business long-term.

In addition to investing in regional support organizations and leveraging City allocated federal dollars to launch new programs, the EPH team is focused on the broader promotion of resources, as well as efforts to amplify and celebrate our small business community. Some examples include:

- An **online resource guide** with information on regional workshops, trainings, technical assistance programs, and access to capital programs.
- An annual **Small Business Resource Fair** (May 21, 2024) held at the Fourth Plain Community Commons.
- Convene the **Downtown Stakeholder Forum**, a bi-monthly opportunity to share information and get input from small business stakeholders on City policies and initiatives.
- Convene the **Southwest WA Small Business Providers Group**, a monthly meeting to highlight small business support program with a focus on BIPIC and underserved communities.
- Promotion of **Small Business Week** (April 28 – May 4) and **Small Business Month** (May).

Small Business BLS Exemption Analysis

When the City adopted the new Business License Fee Surcharge Exemption in 2023 for large, growing businesses that add 200+ new jobs, the EPH team evaluated whether a similar program geared toward small businesses would be feasible and impactful.

Test case scenario: small businesses with less than \$1 million in revenue would be exempt from the employee surcharge fee for the first five newly created FTE positions for five years.

Example Small Business Savings

Year	Employee Surcharge	Est. Savings (5 FTE)
2024	\$125	\$625
2025	\$145	\$725
2026	\$165	\$825
2027	\$185	\$925
2028	\$205	\$1,025

Estimated Revenue Loss to the City of Vancouver

Assumption: 10% of ~6,000 small businesses of less than 20 employees qualify to take advantage of the employee surcharge fee exemption.

Year	Lost Revenue
------	--------------

2024	\$375,000
2025	\$435,000
2026	\$496,000
2027	\$555,000
2028	\$615,000

Analysis of this scenario suggests a nominal benefit to small businesses but a substantial revenue impact to the City. EPH staff believe that a more strategic opportunity exists through the creation of the City's Economic Development Strategy to more significantly close access to capital gaps.

The Path Forward: Economic Development Strategy with Focus on Small Business Support

Over the past 6 months the EPH team has completed an initial assessment of Vancouver's small business and entrepreneurship ecosystem. This initial assessment—primarily from stakeholder conversations and program analysis—resulted in the following findings:

- The City does a good job of helping small businesses navigate regulatory requirements.
- An opportunity exists to better leverage state and federal small business resources.
- Existing partners offer critical technical assistance, but reach is limited due to resource constraints, and most programs focus on main street or locally focused small businesses.
- Very few non-traditional lending options exist locally or in the region.
- A lack of local resources and ecosystem exists to scale high-growth startups.
- There is an absence of a comprehensive strategy to support innovation and invest in industry research and development.

Based on these initial findings, the EPH team is moving forward with several immediate actions in 2024 to enhance support:

- Refinement of existing programs to increase impact.
- Recruitment of Small Business & Entrepreneurship Program Coordinator (new position to the EPH team).
- An increase in annual CDBG awards to small business technical assistance providers from \$400K to \$550K.
- Prioritize small business procurement opportunities (LTAC, Disparity Study), including the addition of the Procurement Department's liaison position to assist small businesses in doing business with the City.
- Signing of a Strategic Alliance Memorandum with the SBA to better connect small business to resources and bring dedicated office hours to Main Street and Fourth Plain.

- At least four new regional startup events hosted in Vancouver in partnership with TiE-Oregon and OEN.
 - June: Columbia River Cross County Investment Competition
 - August: Vancouver Entrepreneurship Mixer
 - October: Small Business Pub Talk
 - December: Startup Pitch Event

To fully support our small business economy and create an environment where entrepreneurship in Vancouver thrives, on both a regional and national scale, EPH is committed to leading the effort to create a new **Economic Development Strategy**. The Strategy development process will occur over **three district phases** with a target completion of Q1 2025.

Phase	Key Activities & Deliverables
Discovery & Analysis	• Economic Development Steering Committee: Citywide stakeholders to help guide the process and help set high-level guiding principles. • Stakeholder & Community Engagement: survey, targeted listening sessions, one-on-one interviews, engagement with relevant boards & commissions. • Economic Conditions Analysis: Building off of existing Comprehensive Plan analysis, a deeper dive quantitative analysis specific to socio-economic, entrepreneurship, industry, and development trends. • Commercial Corridor Analysis: Real estate and market trends for key corridors. • Program Evaluation & Benchmarking: Assessment of existing City of Vancouver and partner organization economic development programs and resources. Comparison of local programs to benchmark communities. Identification of relevant national best-practices. • Situation Assessment: Development of a comprehensive findings report with key themes emerging from qualitative and quantitative Analyses.
Plan Development	Through a series of facilitated work sessions, the development of Vancouver's Economic Development Strategy that includes the following core elements: • Long-Term Economic Vision • City Mission and Core Roles/Responsibilities • Strategic Goals & Metrics • Actionable Strategies, Policies, and Initiatives
Implementation Planning	Initial mapping (dependencies; sequencing) of initiatives and strategies across the plan horizon. Analysis of City's ability to implement (complexity and capabilities assessment) and identification of where additional resources and investments

	(budget) will be needed. Detailed action planning for Year-1 initiatives and strategies.
--	--

While the scope of the Economic Development Strategy will include a broad range of job creation and economic competitiveness topics—employment land and industrial development strategies, business development priorities, target industry support, etc.—a core focus will be on enhancing small business and entrepreneurship support in following areas:

- BIPOC and underserved founders
- High-growth startups
- Community-wide innovation and research & development
- At-risk neighborhood business districts

Conclusion

Vancouver has a unique opportunity to capitalize on its economic position within the region and establish itself as a hub for entrepreneurship and small business growth. Efforts in 2024 are focused on building internal capacity and leveraging Vancouver’s current economic development momentum. Longer-term, the City’s forthcoming Economic Development Strategy will enable the City and our partners to better meet the needs small business and entrepreneurs by identifying priority, best-practice strategies, policies, and partnership models.



Water Utility Tiered Rates and Low-Income Assistance

Chris Malone

Public Works Finance and
Asset Manager
April 15, 2024



Chris Gonzalez

Principal,
FCS Group



Agenda

- Tiered rates refresher
- Low-income assistance refresher
- Policy guidance from Council



Water Resiliency Strategy

Using an integrated water approach, we protect our community, environment and infrastructure better.

Wastewater:

We collect and treat wastewater from residential, commercial, and industrial users so that clean water can be reintroduced to the environment.

6.9 billion gallons of treated wastewater
2 treatment facilities
785 miles of wastewater pipe
41 pump stations

Integrated Water Management

Stormwater:

We manage systems that control stormwater including flood control as well as provides solutions to restore area streams and the environment.

300+ miles of stormwater pipe
24,000+ catch basins
5,752 infiltration wells
2,800 treatment facilities
19% tree canopy

Drinking Water:

We provide high-quality and reliable drinking water and protect groundwater / aquifer water quality.

10.3 billion gallons of drinking water
11 water stations
1,090 miles of water pipe



Tiered Rate Proposal

- Example for residential usage – water only:

Volume Rate per ccf	Inside City
Tier 1 (0 – 11 ccf Bimonthly)	\$2.68
Tier 2 (11 – 22 ccf Bimonthly)	\$3.11
Tier 3 (> 22 ccf Bimonthly)	\$4.26

- 2024 current rates = \$11.01 base rate + \$3.11/CCF usage charge (regardless of usage)
- 1 CCF = one hundred cubic feet = 748 gallons of water usage

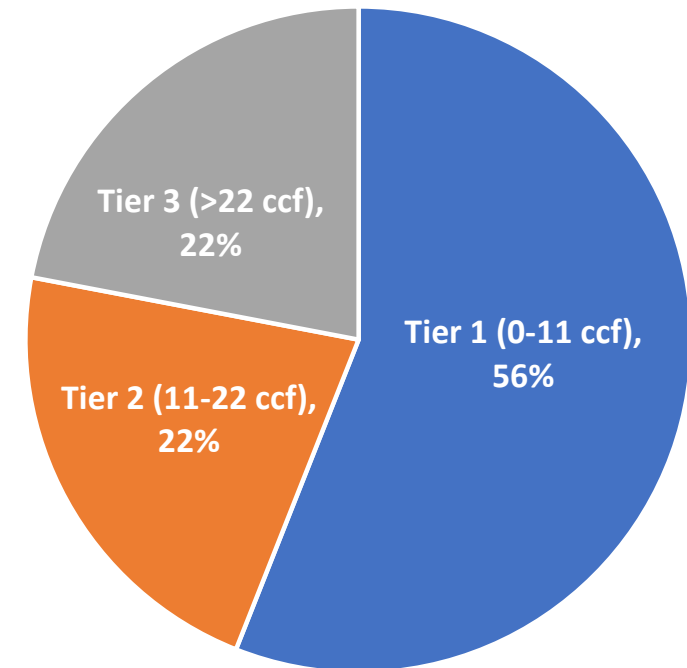


Tiered Rates Methodology

Summary of single-family usage (2019-2023)

	Average
Winter-Average Bimonthly Demand (Nov – Apr)	11.0 ccf
Summer-Average Bimonthly Demand (Jul – Oct)	22.3 ccf

Average single-family usage by block (2019-2023)



Tiered Rate Advantages/Disadvantages

Advantages

- Encourages water conservation
- Reduces operating costs (pumping)
- Delays future capital costs (less future capacity needed)
- Reduces customer's water bill if they can conserve

Disadvantages

- More volatile revenue stream
- May lead to future rate increases
- Requires time, money, and resources to implement
- More complex to administer
- Increases customer's water bill if they can't conserve.



Tiered Rate for Multifamily Customers

- Not recommended by FCS Group for the following reasons:
 - Complexity/difficult to administer
 - Tenants not responsive to tiers because included in rent
 - Multifamily customers have more consistent usage year round (no peaking in summer).
- Can encourage conservation by requiring separate meters for irrigation



Low-Income Assistance

- The City's low-income assistance program is H2O (Help2Others)
- Started in 2012; assisted over 1,700 customers; total aid is over \$265,000



Help To Others (H2O) Assistance Program



Low Income Assistance Proposal

- Expanded H2O:
 - Increase assistance limit to \$400/customer/2 years
 - No payment plan required
 - Can be applied to current & delinquent bills
 - Additional outreach will increase participation
 - Rely on Clark Public Utilities to screen customers
 - Utility tax revenue help replenish H2O fund
- No budget billing (equal monthly payments)



Policy Questions for Council

- Tiered rates (start 2025)
 - Water only and single family only
- Expanded H2O program (start 2025)
- No budget billing



Thank You





CITY OF
Vancouver
WASHINGTON

City of Vancouver 2024 Charter Review Committee

Aaron Lande

Policy and Program Manager

City Manager's Office

April 15, 2024



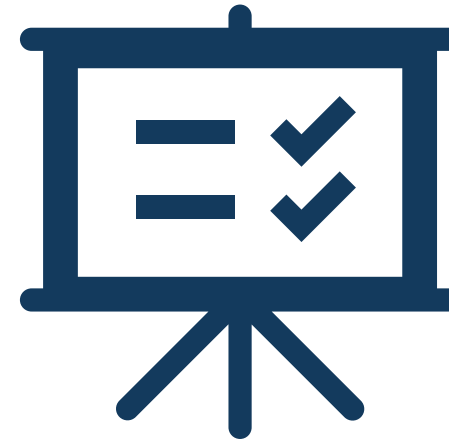
Agenda

- Overview of Charter Review Process
 - City Charter overview
 - Introduction to the Charter Review Process
 - 2024 Charter Review Process
- 2024 Charter Committee Proposals
 - Districting
 - Councilmember Pay
 - Signatures for Petition
- Council Q&A and Discussion

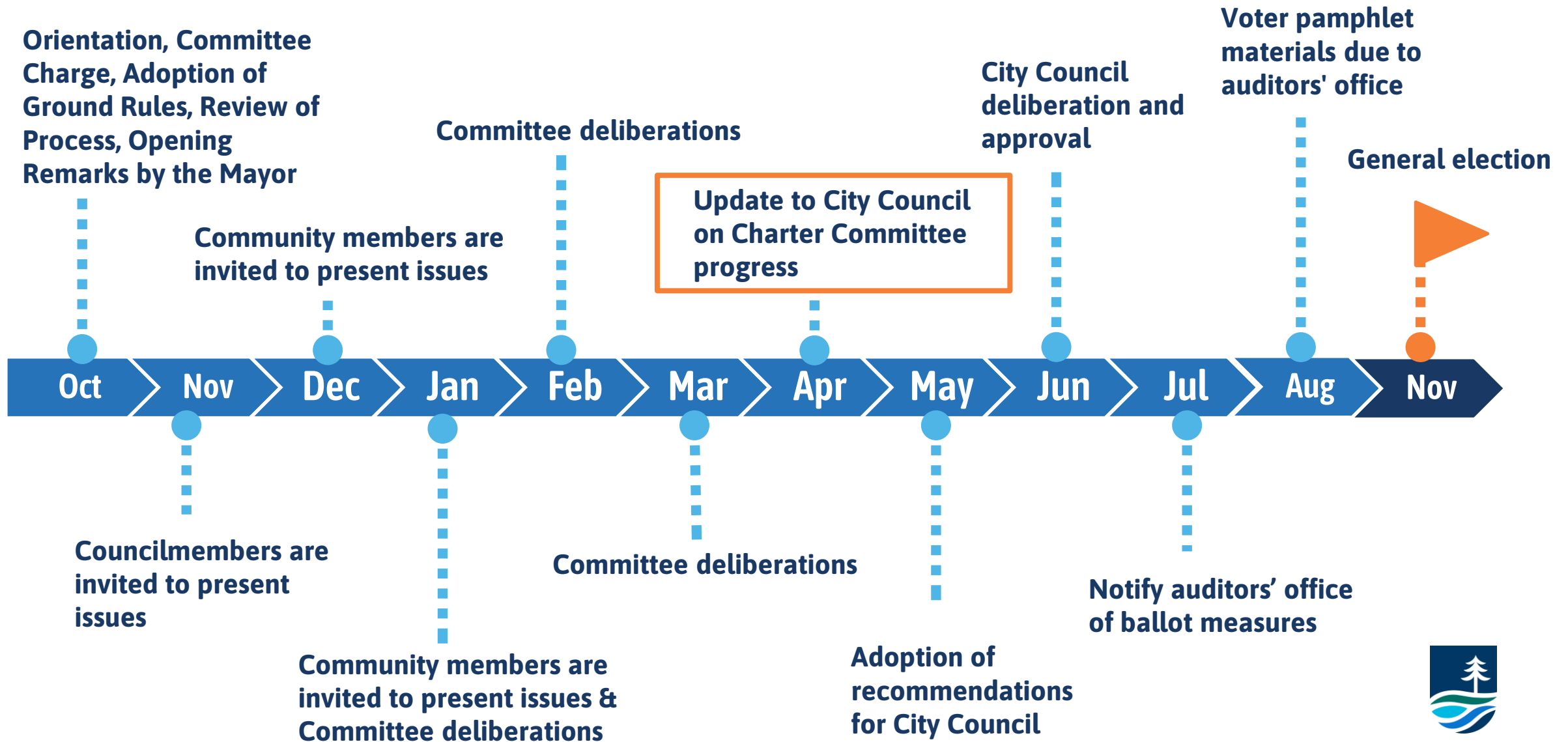


City Charter Overview

- Purpose of the Charter
- Three ways to propose amendments to the Charter
 - Community Members
 - City Council
 - Charter Committee
- Charter Committee Overview
 - Convenes every five-years
 - 15 Committee Members
 - Recommends Charter changes to council



2024 Charter Review Process



2024 Charter Review Committee Proposals



Charter Committee Proposal

Districting

- **Problem:** City Council geographic diversity could be improved, and city-wide representation may create barriers for representation in lower-income and historically underserved communities.
- **Proposed Solution:** Shift to district representation on City Council with four districted councilmembers, two at-large councilmembers, and a citywide mayor.



Considerations and Tradeoffs

Districting

- Four districts, each with one councilmember
 - Districted council candidates would run within their own district for both the primary and general elections
- Two councilmember seats elected at-large, city-wide
- Mayor elected city-wide
- Proposal includes creation of a Districting Commission made up of citizens who are not currently elected officials or candidates for office



Charter Committee Proposal

Councilmember Pay

- **Problem:** Salary rate for Vancouver councilmembers may create barriers to running for council and could limit the time councilmembers can dedicate to their duties.
- **Proposed Solution:** Codify existing practices used by the Salary Review Commission and standard industry practices regarding salary increases.



Considerations and Tradeoffs

Councilmember Pay

- Language does not change current schedule of salary increases for Councilmembers
- Language is responsive to public testimony
- Approach to aligning council salaries with those in similar sized cities
- Salary increases beyond the Two-Year Average Adjustment subject to a vote of the people
- Part time vs. full time consideration



Charter Committee Proposal

Signatures for Petition

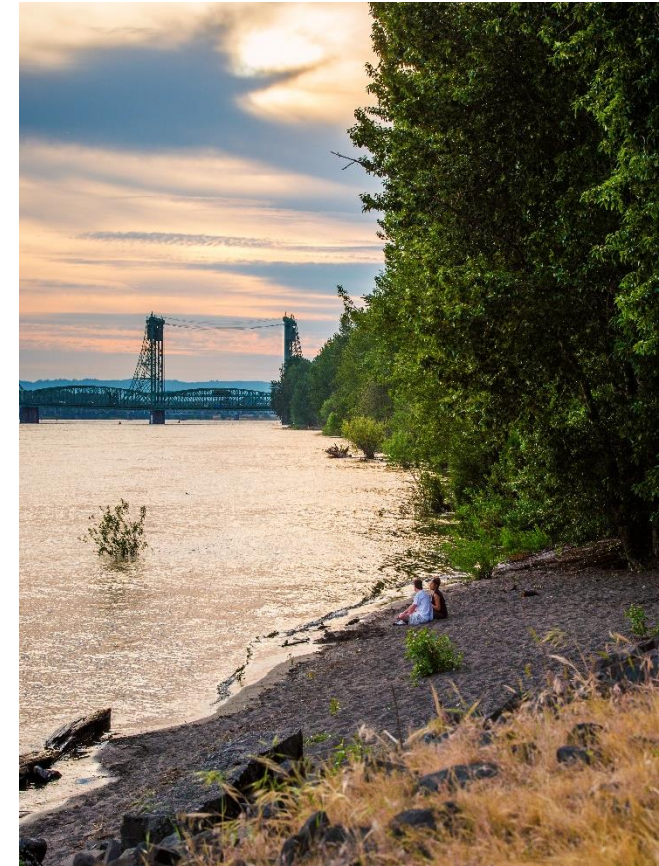
- **Problem:** The current signature requirements in the Charter may limit accessibility for some Vancouver community members collecting signatures for a petition.
- **Proposed Solution:** Update the Charter language to allow for electronic signature collection.



Considerations and Tradeoffs

Signatures for Petition

- **Additional factors for consideration:**
 - Information security
 - Fraud prevention
 - Signature validation
- Language primes the city for electronic signature collection
- Language aligns with Council Resolution M-3943.
- Language aligns with RCW 1.80.060



Charter Committee Proposal

Inclusive Language Updates

- **Problem:** There is out of date language in the Charter.
- **Proposed Solution:** Remove non-inclusive language statements found in the charter.



Considerations and Tradeoffs

Inclusive Language Updates

- Considered amendment to Section 11.17
Periodic Review of Charter
 - Staff already provide language recommendations
 - Amendment would cost money to put to the ballot
 - Potential burden for city staff
- Refocused efforts on removing non-inclusive language



Q&A and Discussion





Next Steps

- **April 23** – Continued Charter Committee deliberations
- **May 20** – Council presentation on Committee recommendations
- **June 3** - Public Hearing and council action on Committee recommendations





MEMORANDUM

DATE: April 15, 2024

TO: Mayor and City Council

FROM: Eric Holmes, City of Vancouver

RE: 2024 Charter Review Committee Council Update

Vancouver City Charter Overview

The Charter, approved by voters in 1952 is the City's constitution. The charter serves as a guide for the city's structure and operations. There are three ways city charter amendments can be proposed to voters:

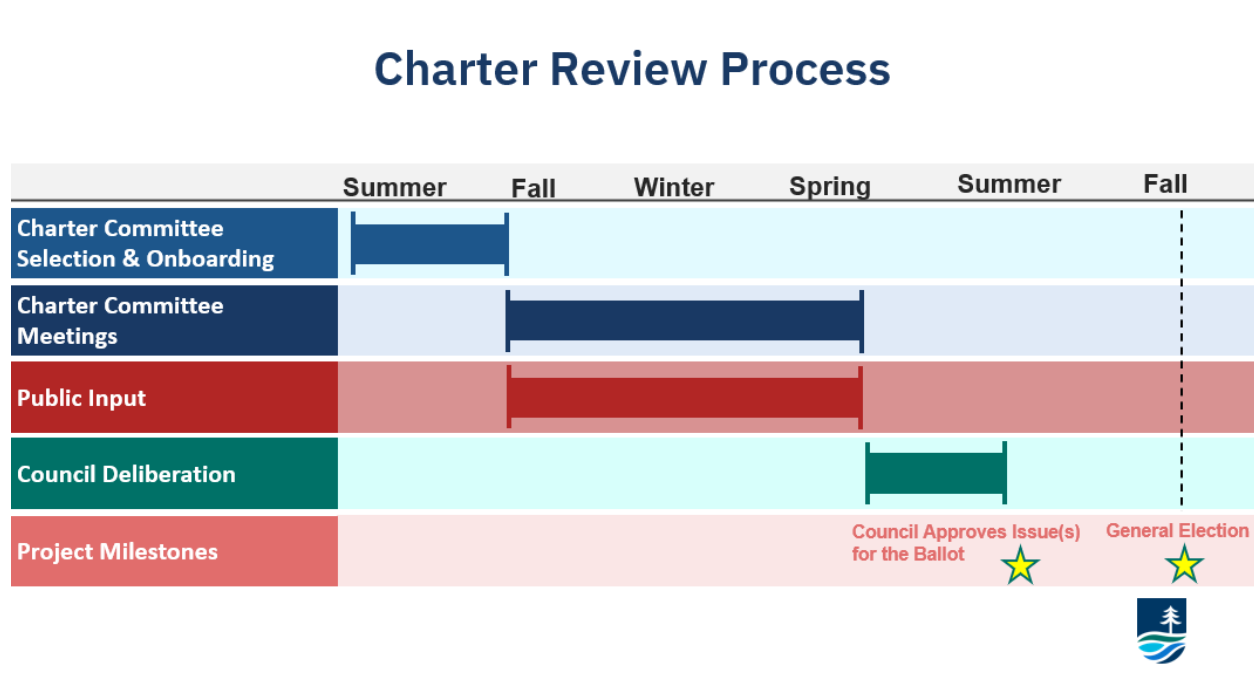
- 1) **Community Members:** Anyone in Vancouver can initiate an amendment to get it on the ballot.
- 2) **City Council:** Amendments can be passed by the City Council and put on the ballot.
- 3) **Charter Committee:** Recommendations from the Charter Committee go to the City Council. The City Council then approves recommendations for the ballot.

The charter requires that every five years a committee of fifteen citizens review the charter and recommend amendments to the City Council. If Council approves the amendments, they will be submitted to a vote of the people.

The 2024 Charter Review Committee has convened six times, beginning in October 2023, and is set to deliver a final set of recommendations to the City Council on May 20, 2024. Public comments have been collected on an ongoing basis throughout the 2024 Charter Review Process. The City Council will hold a public hearing and formal vote on all charter amendments proposed by the Charter Review Committee on June 3, 2024. Amendments approved by the City Council will be prepared to be put on the ballot for the 2024 general election.

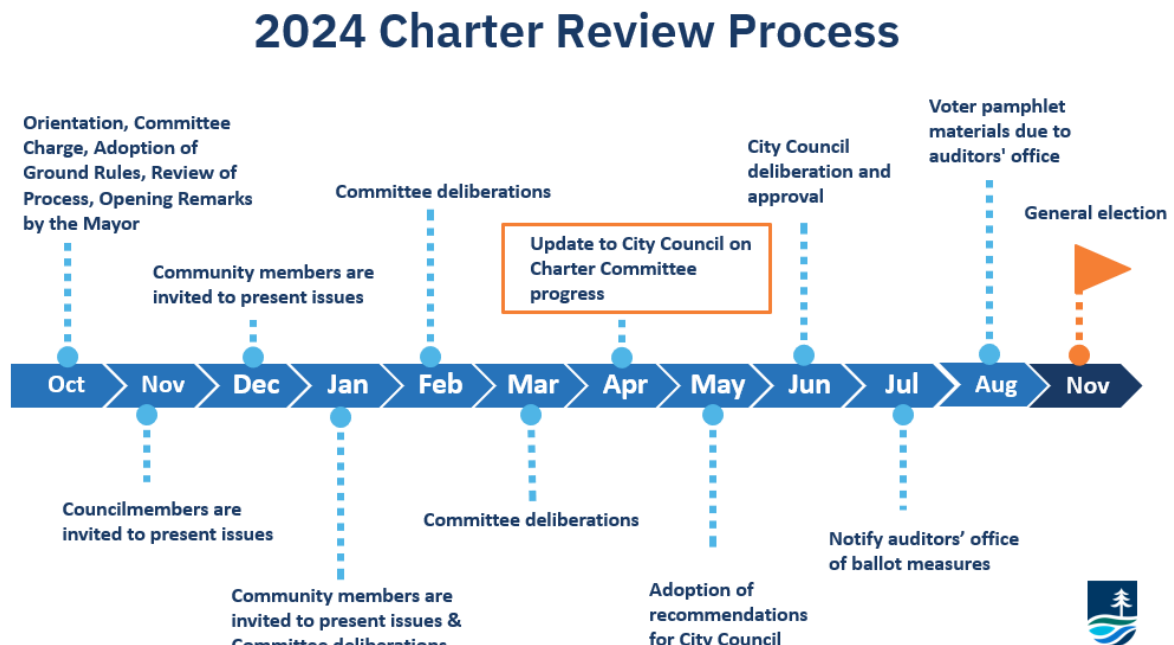
Charter Review Process

The following process chart indicates the concurrent activities associated with the 2024 Charter Review Process.



2024 Charter Review Process Update

The following timeline details the key meeting goals and milestones of the 2024 Charter Review Committee Process. In April, the Charter Review Committee is sharing a progress update on proposed amendments to the City Council.



Introduction to the Committee Proposed Charter Amendments

Throughout the 2024 Charter Review process, the Committee members reviewed the City of Vancouver Charter to identify problems facing the city that amendments to the charter could address. Over the last several months, the Charter Review Committee has coalesced around the following four problems.

- **Problem #1:** City Council geographic diversity could be improved, and city-wide, at-large representation may create barriers for representation in lower-income and historically underserved communities.
- **Problem #2:** Salary rate for Vancouver councilmembers may create barriers to running for council and could limit the time councilmembers can dedicate to their duties.
- **Problem #3:** The current signature requirements in the Charter may limit accessibility for some Vancouver community members collecting signatures for a petition.
- **Problem #4:** There is non-inclusive language in the Charter.

As a next step, the Committee members were asked to consider the following questions.

- 1) *What questions have you considered while evaluating this problem?*
- 2) *What potential solutions have you identified for this problem? What are the pros, cons, impacts, and unintended consequences to potential solutions?*
- 3) *Why have you landed on your recommended solution?*

The Charter Review committee formed four Subcommittees to explore these questions as they relate to the four problems. Subcommittee findings pertaining to the four proposed amendment topics (Districting, Councilmember Pay, Signatures for Petition, and Inclusive Language Updates) are described below.

Committee Proposed Charter Amendment: Districting

Problem

The Districting Subcommittee has shared a stated goal to increase opportunities to encourage more diverse groups of candidates to run for office. The Subcommittee has concluded that common hurdles, including but not limited to the cost to run a city-wide campaign, make it difficult for many Vancouver citizens to feel like they could successfully run for City Council.

Additionally, the Subcommittee has shared concern that the lack of districts creates “deserts” of representation across the city. They note that this has been a common concern for three consecutive Charter Review Committees. At the January Charter Review Meeting the Subcommittee lead shared an experience where citizens called a forum regarding a road diet. All seven councilmembers were invited, however, only one attended. The councilmember that did attend commuted across the city to be present,

and neither of the two councilmembers who lived closest to the event location were present.

Committee Considerations

The Subcommittee found that Vancouver is one of just two First Class cities (Richland – also a council-manager city – is the other) in Washington that does not have districted positions on its City Council. The Subcommittee notes that the school districts and port within the city limits all have districts in their makeup.

The Subcommittee shared that the draft charter amendment they are developing started with the 2019 Charter Committee’s proposal that was submitted to and rejected by the City Council.

Identified Solution

The Subcommittee believes that the 2019 proposal provided a solid foundation to start from. For the 2024 Charter Review process, the Subcommittee has proposed several changes to the 2019 draft.

The details of the districting Subcommittee proposal are as follows.

- Four districts, each with one councilmember
 - Districted council Candidates would run within their own district for both the primary and general elections.
- Two councilmember seats elected at-large, city-wide.
- Mayor elected city-wide.
- The proposal includes the creation of a Districting Commission, made up of citizens who are not currently elected officials or candidates for office.

These details are different than the 2019 proposal, which created three districts with two councilmembers each and the mayor running city-wide.

Subcommittee Recommendation

The Districting Subcommittee is recommending an amendment to the Charter in 2024. The Subcommittee’s proposal defines a plan to develop districts for city council positions.

The Subcommittee is developing the following language for Council consideration and feedback.

Election of Council members; Council member districts

- A. *The City shall be apportioned into [four] council districts of generally equal population numbered one through [four].*
 - a. *[Each district shall have one city council position.]*
 - b. *[Two council members will be elected at-large in city-wide elections.]*
 - c. *[The mayor would continue to be elected city-wide.]*
- B. *General municipal elections are held in November in odd-numbered years. At the [2027] election there shall be elected [two council members to districted*

positions and one at-large council member,] and every four years thereafter. [At the 2029 election there shall be elected the mayor, one council member at-large and two council members to districted positions], and every four years thereafter.

- C. The members of the City Council shall be nominated and elected as follows: at the municipal primary election, the qualified electors of each district, and they only, shall nominate [the top] two candidates for the office of council member. At the following municipal general election, the nominee receiving the highest number of votes [within the district in which they reside] shall be declared elected.
- D. City council members and candidates for city council candidates shall be residents of the district they represent or seek to represent.
- E. The boundaries of the districts shall be drawn in [2025], then redrawn [in 2030], and redrawn every ten (10) years thereafter following each federal decennial census, in accordance with a districting plan prepared by a [five (5)] -member Districting Commission, all consistent with applicable state law and this Charter.
- F. The City Council shall appoint the Districting Commission members from those applying upon a determination of reasonable geographic representation among the applicants.
 - a. [Districting Commission shall appoint its own chair during its first meeting of each cycle.]
 - b. [Districting Commission decisions shall be made by a consensus of at least three votes.]
 - c. Commission members must be appointed on or before January 31, [2025], then [City Council shall solicit applications to serve on the Commission] on or before January 31, [2030, with appointments, including the Clark County GIS employee to be completed by March 30, 2030 and every tenth year thereafter].
 - d. Each Districting Commission member shall have been a resident of the City of Vancouver for at least two years and shall demonstrate a general knowledge of the neighborhoods and geography of the city.
 - e. The districting plan must be adopted by the Commission initially on or before November 1, [2025], then again on or before November 1, [2027], and every tenth year thereafter. Prior to the adoption of a districting plan and district boundaries the Commission shall conduct public forums. The initial districting plan shall be based on the [2030] decennial census, together with additional population estimates that the Commission deems reliable. In [2030], and every tenth year thereafter, the districting plan shall be based on the most recent decennial census. The City Council must adopt each Districting Commission's districting plan without modification or amendment except to correct data errors upon request by the Districting Commission.

- G. For purposes of this section, residence in an area annexed to the city shall be deemed residence within the city. Commencing with the [2027] redistricting and thereafter the Districting Commission [shall be appointed by the Mayor and ratified by a simple majority of the City Council. Commissioners are to be selected at large, city-wide]. No person may serve on the Commission who is an elected official (except precinct committee officer), a candidate for elected office, or a City of Vancouver employee.
- H. Council districts shall be as equal in population as practicable. In no case shall the most populous district exceed the population of the least populous district by more than ten percent.
- I. In the event that any existing voting precinct established by the Clark County Auditor is located partly within two or more Council Districts, the precincts shall be allocated to the Council district in which the largest number of voters within the precinct resides, and the district boundaries shall be changed accordingly; provided that a precinct may be divided if adding the entire precinct would cause the most populous district to exceed the least populous district by more than ten percent.
- J. The District Commission shall draw districts, to the extent practicable, based on the following guidelines:
1. Districts should preserve identifiable communities of interest.
 2. Districts should be geographically compact - populous contiguous territory shall not be bypassed to reach distant populous areas.
 3. Districts should be composed of contiguous territory with reasonable access between population centers in the district,
 4. Districts should not be drawn for purposes of protecting incumbents.
 5. Districts should be bounded by natural boundaries, by street lines, by neighborhood association boundaries and/or by City boundaries.
 6. Districts should be drawn to promote demographic and economic diversity on the City Council.
- K. Any territory annexed to the City of Vancouver shall at the time of such annexation be added to an adjacent district or districts by an ordinance of the Council. However, if any territory annexed causes the most populous district to exceed the population of the least populous district by more than ten percent, a subsequent redistricting shall occur and shall apply to any municipal election occurring more than one year following the effective date of the first annexation causing such disparity.
- L. Council may appoint a new Districting Commission to conduct a redistricting between decennial censuses if the council has reliable new data that the population of the most populous district exceeds the least populous district by more than ten percent. Any such redistricting shall occur and shall apply to any municipal election occurring more than one year following Council's direction.

- M. Council members elected or appointed at large prior to the November [\[2027\]](#) municipal general election shall continue in office until the terms to which they were elected or appointed expire as provided by law.

Committee Proposed Charter Amendment: Councilmember Pay

Problem

The Councilmember Pay Subcommittee formed in response to a series of questions including the following.

- What is the value of leadership?
- How do we promote equity in representation?
- What does it mean to serve as an elected official?

The Subcommittee reported that both councilmembers and community members raised these questions. The Subcommittee believes that the salary rate for Vancouver councilmembers can create barriers to running for City Council and can limit the time councilmembers can dedicate to their duties.

Committee Considerations

The Councilmember Pay Subcommittee focused their efforts around understanding the role of councilmembers. To better understand their thinking about their role, the Subcommittee distributed a questionnaire to the councilmembers. While councilmember responses varied, the feedback provided informed the proposal.

In addition to the councilmember Questionnaire, the Subcommittee researched councilmember salaries for cities with similar population sizes to the City of Vancouver. The Subcommittee found that the City of Vancouver paid its councilmembers significantly less than peer cities including Tacoma and Spokane. During their research, the Subcommittee could not find a significant difference in the councilmember duties defined in either of these cities' charters. As a result of their research, the Subcommittee believes that empowering the Salary Review Committee with additional tools would not change the City of Vancouver's form of government, a concern that had been raised during the Charter Committee meeting deliberations.

The Subcommittee's proposal will not define the councilmember position as part time or full time, which they found to be consistent with the current Vancouver Charter, as well as the language in the Tacoma and Spokane charters. The Subcommittee noted that during the February Charter Review Committee meeting, the City Manager shared his perspective that the position of councilmember is not a job, but rather a position of leadership in the community. The City Manager shared that there are minimum requirements for maintaining one's qualifications to serve on council, but that it is ultimately up to the individual in office to decide their level of commitment to the position and representation of the community.

The Subcommittee shared their opinion that for many community members, the amount of time one has available to serve is relative to their ability to pay for their cost of living. The Subcommittee proposes that for working-class community members, people with children, single heads of household, and members of minority communities, low councilmember pay is a significant barrier to serving on Council. The Subcommittee believes that there should not be barriers that could exclude otherwise qualified Vancouverites from serving on council.

Identified Solution

The Subcommittee is developing a proposal to amend Section 2.18d of the Charter. The Subcommittee is taking care to align updates with Charter Review Committee priorities. If the Salary Review Commission proposed a schedule of salary increases that exceed the Two-Year Average Adjustment, then that adjustment would need to be shown to be commensurate with the duties of the position, favorable to attracting quality candidates, and competitive with equivalent roles in similar sized cities.

Committee Recommendation

The Subcommittee is using standard organizational best practices, as well as existing frameworks to address the issue of councilmember pay that was brought before the Charter Review Committee. The Subcommittee's proposal also ensures that voters maintain their ability to decide on larger salary adjustments. The Subcommittee believes that the proposal will help to guide the efforts of the Salary Review Commission in addressing fair compensation for councilmembers.

The Subcommittee is developing the following language for Council consideration and feedback.

Section 2.18d The Council:

The commission may adopt a schedule of [annual] salary increases [the same way the City adjusts fees and charges to reflect an increase up to the change in the Consumer Price Index equal to an average of the prior two complete calendar years (Two-Year Average Adjustment).] at the Consumer Price Index for Wage Earners and Clerical Workers (CPI-W) for the West region as established by the Bureau of Labor Statistics for the prior two years. If the Bureau of Labor Statistics discontinues publishing such index, the most similar index as determined by the city chief financial officer shall be applied. The commission may propose a schedule of salary increases of more than CPI-W [the Two-Year Average Adjustment commensurate with the duties of the position, favorable to attracting quality candidates, and competitive with equivalent roles in similar sized cities], provided that such schedule shall be submitted to the voters for approval. In the event the voters reject such greater increase, the increase within the foregoing limits shall go into effect. The commission may decrease salaries, provided that such decreases shall not be effective until the commencement of a new term of office. The commission may also choose not to adopt any salary change. The commission shall file its schedule of salary adjustments, if any, for the positions of Mayor, Mayor Pro Tempore, and Councilmember with the City Clerk by May [July] 1 of the applicable year, so as to coincide with the City budget cycle.

Committee Proposed Charter Amendment: Signatures for Petition

Problem

The Signatures for Petition Subcommittee identified that the City of Vancouver Charter has specific language that requires petitions for initiatives and referenda to be collected physically with ink and paper. The Subcommittee has determined that this language is outdated, preceding current technological capabilities and new safety concerns that have arisen because of the recent global pandemic. The Subcommittee noted that current charter language is not in alignment with the Vancouver City Council's Resolution M-3943 (adopted August 28, 2017), the City's Policy on Use of Electronic Signatures (effective May 24, 2020), or the State's RCW 1.80.060 (Effective June 2020).

Committee Considerations

The Subcommittee conducted research to understand the City of Vancouver's current policy on the use of electronic signatures. The Subcommittee has shared that the City's Policy was established in March 2020 pursuant to Vancouver City Council Ordinance M-3943 and states that the City encourages the use of electronic signatures, recognizes them as legally binding, and approves DocuSign as the approved platform.

The Subcommittee reviewed the Revised Code of Washington (RCW) for language referring to the use of electronic signatures in the State of Washington. RCW 1.80.060 (Legal recognition of electronic records, electronic signatures, and electronic contracts) states that:

- 1) A record or signature may not be denied legal effect or enforceability solely because it is in electronic form.
- 2) A contract may not be denied legal effect or enforceability solely because an electronic record was used in its formation.
- 3) If a law requires a record to be in writing, an electronic record satisfies the law.
- 4) If a law requires a signature, an electronic signature satisfies the law.

To understand the immediate effects of a change in the Vancouver Charter regarding signature collection, the Subcommittee researched other "stop-gaps" that would prohibit the practice of electronic signature collection for petitions for initiatives and referenda. The Subcommittee found that language remains in the Charter that a petition "shall be in a form prescribed by the City Clerk", which the Subcommittee concluded allows the Clerk's office to maintain control of determining which forms of petition are considered acceptable, including the Clark County's ability to validate such signatures.

The Subcommittee was unable to locate an official policy, code, or law that prevents the Clark County Auditor's Election Department from attempting to validate signatures collected in electronic form. However, the Subcommittee has shared that the Elections Department has confirmed that an electronic petition could be printed by the Clerk upon receipt and submitted in physical form.

The Subcommittee explored the issue of potential increases in fraud associated with the acceptance of electronic signature collection. They concluded that this type of fraud is a larger issue outside the immediate scope of the proposed amendment language. The Subcommittee noted that reputable electronic signature platforms like DocuSign exist to facilitate secure transactions. The Subcommittee also indicated that language exists stating that all signatures must be accompanied by an affidavit of the circulator affirming that signatures are valid to the best of their knowledge.

The Subcommittee became aware of a 2020 court case from Thurston County where the Court entered a Declaratory Judgment ruling that the Secretary of State is not required to accept electronic signatures on initiative petitions and is also not required to accept printed copies of electronic signatures on initiative petitions. On April 11, 2022, Division I of the Washington Court of Appeals affirmed that ruling.

Identified Solution

The Subcommittee shared that the intent of the proposal is not to immediately allow for the acceptance of electronic signatures on petitions. Instead, they shared that the proposed solution is to amend the language of the charter to remove reference to physical paper and wet ink, without specifically allowing for the collection of electronic signatures. The amendment leaves in place language that states that petitions "shall be in a form prescribed by the City Clerk," allowing for continued control of the petition process until logistical capabilities are confirmed. The Subcommittee proposes that this would enable the future implementation of electronic signature-gathering methods, allowing for safer and more sustainable processes.

Subcommittee Recommendation

The Subcommittee shared that under Section 10.04, the use of the word "papers" refers to particular sections of a single petition collected by the same circulator and covered by the same affidavit of the circulator. The Subcommittee shared that removing the word "papers" without replacing it with another word could potentially result in the entirety of a petition being disqualified if a single error in circulator affidavits is found. The Subcommittee interpreted the intent of the language as aiming to limit the voiding of an affidavit to only the portion of the petition that is being referenced by that affidavit, and not multiple affidavits should they exist. The Subcommittee suggests that the word "papers" be replaced with "sections" to maintain the original intent of the language without reference to a physical form.

The Subcommittee is developing the following language for Council consideration and feedback.

Section 10.03 Petitions and Committees

All petition[s] papers circulated for the purposes of an initiative or referendum shall be uniform in size and style. Initiative petition[s] papers shall contain the full text of the proposed ordinance. Petitions shall be in a form prescribed by the City Clerk, and may be approved in advance as to form by the City Attorney. Before gathering signatures, any proposed initiated ordinance must be filed with the City Clerk. Within twenty working days after filing, the City Attorney shall evaluate the initiative proposal and express

his/her [their] opinion as to whether or not the initiative proposal is within the scope of a legally permissible local initiative. The signatures to initiative or referendum petitions need not all be appended to one paper. but to each separate petition there shall be attached [include] a statement[s] of the circulator[s] thereof as provided by this section. Each signer of any such petition paper shall sign in ink or indelible pencil and shall [in an indelible method and] indicate after such signer's name, the signer's place of residence by street and number, or other description sufficient to identify the place. On each petition shall appear the names and addresses of the same five registered voters of the city, who, as a committee of the petitioners, shall be regarded as responsible for the circulation and filing of the petition. Printed on [Included with] each separate petition [section] paper there shall be an affidavit of the circulator thereof, affirmed under penalty of perjury, that said circulator personally circulated the foregoing [section] paper, that it bears a stated number of signatures, that all the signatures appended thereto were made in the circulator's presence, and that the circulator believes them to be the genuine signatures of the persons whose names they purport to be.

Committee Proposed Charter Amendment: Inclusive Language Updates

Problem

The Inclusive Language Updates Subcommittee reported finding non-inclusive language in the Charter including gender specific terms (Sections 2.01, 2.18, 9.03, and 10.03), and language describing one's ability to hold the position of Councilmember (Section 2.06: Vacancies Defined).

Committee Consideration

The Subcommittee reflected on whether to amend the language in Section 11.17, Periodic Review of Charter, requiring City of Vancouver legal and communications staff to review the Charter every five years. The Subcommittee considered including direction for the Charter Review Committee to review city staff recommended amendments at the beginning of each Charter Review process. The Subcommittee noted that city staff currently do offer recommendations for updates to the Charter, but this process is not spelled out in the Charter.

Identified Solution

The Subcommittee shared that one potential solution would be to amend Section 11.17 to include language around requiring city staff recommendations. With this amendment, the current Charter Review processes would be committed to in the city's Charter. The Subcommittee shared that this would provide a more thorough definition of the city's Charter Review process for the public.

The Subcommittee also identified potential drawbacks to this proposal, including that it would cost the city money to propose this amendment. The Subcommittee also shared that the change could also add a potential burden to city staff, as staff recommendations would become defined as a permanent part of their job duties. The Subcommittee noted that the change could also add unnecessary work for the City

Attorney's office as they attempt to clean up legal language, which is not active due to overriding state laws.

The Subcommittee proposed an alternative solution to maintain the current Charter Review Process and make no changes to Section 11.17. The Subcommittee shared that there are opportunities to update non-inclusive language in the Charter.

Subcommittee Recommendation

It is the opinion of the Subcommittee that moving forward with amended language to Section 11.17 would provide minimal benefit to the Charter review process with regards to obsolete language. The committee concluded that city staff already provide the Charter Review Committee with recommendations for their review, and the current Charter Review Committee provides adequate oversight for identifying obsolete and outdated language.

The Subcommittee proposes a language change under Section 2.06 to remove non-inclusive language referencing one's ability to serve as a councilmember for the City of Vancouver.

The Subcommittee is developing the following language for Council consideration and feedback.

Section 2.06 Vacancies Defined:

An office, either appointive or elective, becomes vacant upon failure to qualify within the time limited by law; upon the death or removal from office[;] ~~or~~ resignation of the incumbent.[;] ~~or~~ removal from or absence from the city for sixty days without leave of the city council, ~~or upon an adjudication of insanity; by virtue of a mental health condition that renders the person substantially incapable of doing their duty; by a conviction of drunkenness or by any permanent disability, preventing the proper discharge of duty;~~ [upon the inability to perform the essential functions of the job with or without a reasonable accommodation;] by ceasing to be a resident of the city; by conviction of an infamous crime, or any crime involving a violation of official oath; by refusal or neglect to take the oath of office, or to give or renew the official bond or deposit such oath or bond within the time prescribed by law; a decision of a court of competent jurisdiction declaring void the election or appointment; or whenever a judgment is obtained against such officer for breach of condition of the official bond.



MEMORANDUM

DATE: April 15, 2024

TO: Mayor and City Council

FROM: Eric Holmes, City of Vancouver

RE: 2024 Charter Review Subcommittee Statements

Overview

The following are statements shared by the Charter Review Committee Subcommittees regarding the four proposed charter amendments.

- Districting
- Councilmember Pay
- Signatures for Petition
- Outdated Language Updates

Subcommittee Statement: Districting

The City of Vancouver has worked hard toward stated council objectives to improve diversity, equity and inclusion. To that end, it is the opinion of the districting subcommittee that the 2024 City Charter Update should include a proposal to the city council to district city council positions.

For reference, Vancouver is one of just two First Class cities (Richland – also a council-manager city – is the other) in Washington that does not have districted positions on its City Council. It is worth noting that the school districts and port within the city limits all have districts in their make up.

The subcommittee's draft charter amendment started with the proposal that was submitted to council in 2019 and ultimately rejected through councilmanic action and was not referred to the voters in the November election.

Our subcommittee believed that the 2019 proposal was excellent and provided a solid foundation to start from. We do propose a number of changes to that draft – which are highlighted in red in the document that was provided to you in our packets for tonight’s meeting.

The details of our proposal are:

- Four districts, each with one councilmember
 - Districted council candidates would run within their own district for both the primary and general elections
- Two councilmember seats elected at-large, city wide
- Mayor elected city wide
- The proposal includes creation of a Districting Commission, made up of citizens who are not currently elected officials or candidates for office.

These details are different than the 2019 proposal, which created three districts with two councilmembers each and the mayor running city wide.

The reason for our proposal is to increase the opportunity for a diverse group of candidates to be more inclined to run for office. The traditional hurdles, including but not limited to cost to run a city wide campaign, make it difficult for those from a large part of the city to feel like they could be successful running for council.

We also are concerned that the lack of districts creates “deserts” of representation across the city. This has been a common concern for – now – three consecutive Charter Review Committees. A great example is the story about the road diet forum, called by citizens, that I shared at our meeting last month. While all seven councilmembers were invited, only one was present. And that councilmember commuted across the city to be present. Neither of the councilmembers who lived closest to the event location were present.

It's the strong recommendation, on unanimous support, from the districting subcommittee that this Charter Review Committee forward a recommended Amendment to the Charter in 2024.

Subcommittee Statement: Councilmember Pay

What is the identified problem?

The Councilmember Pay Subcommittee was formed in response to a series of fundamental questions facing our community. What is the value of leadership? How do we promote equity in representation? What does it mean to serve as an elected official? These questions were raised by both members of the council and the community at large. That is the foundation upon which this subcommittee sought to build on.

What questions have the committee considered while evaluating this problem?

Our subcommittee first focused on discovering the full nature of a council position. We developed a questionnaire to councilmembers, with the aim of answering the questions raised during our initial deliberations. The perspectives councilmembers shared in their

responses were quite varied. However, there was compelling feedback we received that prompted us towards the direction we ultimately chose.

Simultaneous to soliciting feedback, we also researched how cities of similar size to Vancouver paid their councilmembers. What we discovered was that Vancouver paid its councilmembers significantly less than peer cities. Yet of those peers, namely Tacoma and Spokane, there is no significant difference in the duties defined for councilmembers between their charters and ours. This helped to dispel a common argument, that paying councilmembers more would somehow change our form of government. It would not. Additionally, we realized that it was erroneous to try and define the role of councilmember as either part time or full time. That is not a definition outlined in the charter of the City of Vancouver, nor is it outlined in the charters of Tacoma or Spokane. During our February Charter Review Committee meeting, the City Manager gave his perspective that the position of Councilmember is not a job. It is a position of leadership in our community. While there are base requirements for maintaining one's qualifications, it is ultimately up to the individual in office to decide their level of commitment to the position, and representation of the community.

However, for many members of our community, the amount of time one has available to serve is relative to their ability to pay for the cost of living. For working class community members, people with children, single heads of household, and members of minority communities, low councilmember pay is a significant barrier to serving on Council. There should be no barriers that exclude otherwise qualified Vancouverites from serving.

What potential solutions have been identified for this problem?

These conversations and deliberations resulted in our proposed amendment to Section 2.18d of the charter. With guidance from the Deputy City Attorney, we chose to codify existing practices of the Salary Review Commission that align with the objectives of our subcommittee. Namely, if the Commission proposes a schedule of salary increases of more than the Two-Year Average Adjustment, then that adjustment must be commensurate with the duties of the position, favorable to attracting quality candidates, and competitive with equivalent roles in similar sized cities.

Why have you landed on this recommended solution?

This recommendation is not trying to reinvent the wheel. We are using standard organizational best practices as well as existing frameworks to address an issue that was brought before our committee. This proposal also ensures that voters maintain their ability to decide on larger salary adjustments, which was important to subcommittee members. It is our belief that the amendment we have recommended will better guide the efforts of the Salary Review Commission in addressing the concerns we seek to rectify.

Subcommittee Statement: Signatures for Petition

What is the identified problem?

The current language of the Vancouver City Charter has specific language that requires petitions for initiatives and referenda to be collected physically with ink and paper. This

language is outdated, preceding current technological capabilities and new safety concerns that have arisen as a result of the recent global pandemic. The language is not in alignment with the Vancouver City Council's Resolution M-3943 (adopted August 28, 2017), the City's Policy on Use of Electronic Signatures (effective May 24, 2020), or the State's RCW 1.80.060 (Effective June 2020).

What questions have the committee considered while evaluating this problem?

- 1) *What is the City's current policy on the use of electronic signatures?*
 - a. The City's Policy on Use of Electronic Signatures was established in March 2020 pursuant to Vancouver City Council Ordinance M-3943 and states that the City encourages the use of electronic signatures, recognizes them as legally binding, and approves DocuSign as the approved platform.
- 2) *What does the State RCW say about use of electronic signatures?*
 - a. RCW 1.80.060 (Legal recognition of electronic records, electronic signatures, and electronic contracts) states that:
 - i. A record or signature may not be denied legal effect or enforceability solely because it is in electronic form.
 - ii. A contract may not be denied legal effect or enforceability solely because an electronic record was used in its formation.
 - iii. If a law requires a record to be in writing, an electronic record satisfies the law.
 - iv. If a law requires a signature, an electronic signature satisfies the law.
- 3) *Will this change immediately affect a citizen's ability to submit a petition with signatures collected electronically?*
 - a. No, this language amendment removes the City Charter as a barrier to the future collection of signatures electronically, but stop-gaps exist to prevent the methodology from being implemented immediately.
- 4) *What stop-gaps are in place to prevent a breach in process should the City receive a petition in which signatures are unable to be validated by the Clark County Auditor?*
 - a. Language remains in the charter that the petition "shall be in a form prescribed by the City Clerk", which allows continued control in the Clerk's office to determine what forms of petition are considered acceptable which may take into account the County's ability to validate such signatures.
- 5) *If a petition's signatures were collected electronically and submitted to the City Clerk, would the Clark County Auditor accept them in that form?*
 - a. We are unable to locate an official policy, code, or law that prevents the Clark County Auditor's Election Department from attempting to validate signatures collected in electronic form. However, the Elections Department has confirmed

that an electronic petition could be printed by the Clerk upon receipt and submitted in physical form.

6) *How can we make sure that there is no voter fraud?*

- a. This is a larger issue outside the immediate scope of the proposed language amendment however it is worth noting that reputable platforms like DocuSign exist to facilitate secure transactions. Additionally, language remains that all signatures must be accompanied by an affidavit of the circulator affirming that signatures are valid to the best of their knowledge.

What potential solutions have been identified for this problem? What are pros, cons, impacts, unintended consequences to potential solutions?

The intent of the proposed amendment is not to immediately allow for the acceptance of electronic signatures on petitions. The proposed solution is to amend the language of the charter to remove reference to physical paper and wet ink, without specifically allowing for the collection of electronic signatures. The amendment leaves in place language that states that the petitions "shall be in a form prescribed by the City Clerk" allowing for continued control of the petition process until logistical capabilities are confirmed. This allows for the future implementation of electronic signature-gathering methods allowing for safer and more sustainable processes.

1) What word should we use to replace "papers" and maintain the intent of the language?

- a. In Section 10.04, the use of the word "papers" refers to particular sections of a single petition collected by the same circulator and covered by the same affidavit of the circulator. Removing word "paper" without replacing it with another word could potentially result in the entirety of the petition being disqualified if a single error in circulator affidavits is found. The intent of the language seems to be that if there is reason to disregard one of the potentially several affidavits that only the portion of the petition referenced by that particular affidavit should be voided. In a potentially future state petition collected electronically, the word "papers" can be replaced with "sections" and maintain the intent of the language without reference to a physical form.

Why have you landed on this recommended solution?

Our recommended solution to amend the Vancouver City Charter language allows for the alignment with the Vancouver City Council's Resolution M-3943, the City's Policy on Use of Electronic Signatures, and the State's RCW 1.80.060 and opens the possibility for the collection of electronic signatures in the future while maintaining a stop-gap that prevents submission of petitions before the finer logistical details are resolved.

Subcommittee Statement: Inclusive Language Updates

What is the identified problem?

There is out of date information in the Charter that has become obsolete. There were non-inclusive gender items in several sections (Sections 2.01, 2.18, 9.03, and 10.03) that should have been resolved with the city's last Charter amendment in 2019, now section 11.18. The City Clerk will take care of those.

The subcommittee has also identified language obsolete language in *Section 2.06: Vacancies Defined*.

What questions have the committee considered while evaluating this problem?

The questions raised by this committee are whether or not the City Charter should amend the language in *Section 11.17, Periodic Review of Charter*, allowing City of Vancouver legal and communications staff to review the charter every five years and include direction for the Charter Committee to review City Staff suggestions at the beginning of each Charter Review process. Currently city staff does offer recommendations for updates to the Charter, but this process is not an official part of the Charter's language.

What potential solutions have been identified for this problem? What are pros, cons, impacts, unintended consequences to potential solutions?

One potential solution would be to add amended language to *Section 11.17* to account for city staff recommendations. A pro for that solution would be that the processes in place would be committed to the city's charter, providing a more thorough definition of the city's Charter Review process to the public.

Cons would be that it would cost the city money to propose this as a recommendation to the ballot for a citizen vote. It could also add a potential burden to certain city staff, making it a permanent part of their job duties. The city's attorneys may also be overburdened keeping up with changes to legal language, which state law overrides anyway, potentially creating extra work where it may not actually be needed.

Another solution would be to trust the current process, leave *Section 11.17* as is, and continue to rely on city recommendations as they presently occur, and the due diligence of the 15 residents recommended by the Mayor, per the section's order.

The recommended solution from this subcommittee is the latter. To trust the current process.

Why have you landed on this recommended solution?

It is the opinion of this subcommittee that to add amended language to *Section 11.17* would provide very little benefit to the Charter review process in regards to obsolete language. City staff already provide the Charter Review Committee with recommendations for their review, and the current 15 resident panel seems to be doing a fine job of identifying obsolete and outdated language to the Charter, as is evidenced by this subcommittee's amendment recommendation to Section 2.06, and the identification of non-inclusive gendered language that was not caught at the last Charter Review in 2019.

Staff Report: 074-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/15/2024

SUBJECT Bid Award - Fircrest Neighborhood Improvements for Water, Sewer, and Streets, per ITB 24-21

Key Points

- This project is located in the Fircrest Neighborhood and will predominantly install a large water transmission main, but also includes sewer utility work and transportation improvements.
- Coordination and collaboration within Public Works led to a single project to achieve multiple goals.
- Two bids were received and Tapani, Incorporated has been determined to be the lowest responsive and responsible bidder.
- Tapani, Incorporated is anticipating meeting the City's apprenticeship utilization goal of 6%, consistent with the City's current policy.
- Award of bid allows the City to move forward with construction.

Strategic Plan Alignment

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

Transportation and Mobility - a safe, future-ready and convenient transportation system.

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

Present Situation

This project will install water, sewer, and transportation improvements within an area of the Fircrest Neighborhood. The project limits are shown on the attached map. The predominant work will be to install a large diameter water transmission main in Northeast 112th Avenue, Northeast 9th Street, and through Haagen park. These water utility improvements are part of a series of larger water transmission main projects identified in the City of Vancouver's 2015 Comprehensive Water System Plan as necessary to supply an adjacent water tower and convey additional water into areas with increasing demand. In addition to the water utility work this project will; extend sewer in

Northeast 9th Street to twelve homes currently on septic, upgrade and install new sidewalk and curb ramps along Northeast 9th Street, upgrade crosswalks with the addition of a signalized crosswalk for safety near the Fircrest Elementary School, upgrade traffic calming devices, and repave Northeast 9th Street from curb to curb once all the utility work has been completed.

Coordination within Public Works to meet road, pedestrian, and utility infrastructure needs led to a collaborative effort in developing a single project that provides several infrastructure improvements achieving multiple goals with benefits to the community. There have been several public outreach efforts to surrounding residents during the development of the project through neighborhood meetings, social media, and mailings. City engineers learned of several neighborhood concerns and were able to tailor much of the project around them. For instance, after hearing concerns about construction of the new water main through the forested area of Haagen Park, an alternative project route was chosen that is supported by Parks and Urban Forestry to minimize tree impacts and improve the existing pedestrian path through the west side of Haagen Park.

On March 26, 2024, the City received two bids for the subject project. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Tapani, Inc., Battle Ground, Washington	\$6,851,128.55
Nutter Corporation, Vancouver, Washington	\$8,101,651.10
<i>Engineers' Estimate</i>	<i>\$8,950,000</i>

Tapani, Incorporated of Battle Ground, Washington was the lowest responsive and responsible bidder. Tapani, Incorporated has successfully completed at least three similar construction projects of this size and scope within the last ten years.

Tapani, Incorporated intends to meet the minimum required Apprenticeship Utilization goal of 6% by utilizing 400 apprenticeship hours out of the total 6050 project hours projected.

Advantage(s)

1. Adds water utility capacity to convey more water to areas of increasing demand.
2. Provides public sewer to unsewered areas.
3. Makes transportation improvements for traffic, pedestrian mobility, and safety.
4. Repaves roads after the utility installation.

Disadvantage(s)

Temporary traffic disturbances, noise, and inconvenience to neighboring properties unavoidable during construction.

Budget Impact

Sufficient budget has been included in each of the 2023-24 capital budgets for the Water, Sewer, and Transportation work with project numbers PRJ100778, PRJ100892, and PRJ072824 respectively.

Prior Council Review

Funding approved during the 2023-2024 capital budget process.

Action Requested

Award a construction contract for the Fircrest Neighborhood Improvements for Water, Sewer, and Streets project to the lowest responsive and responsible bidder, Tapani, Incorporated of Battle Ground, Washington at their bid price of \$6,851,128.55, which includes Washington State sales tax, and authorize the City Manager or designee to execute the same.

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

ATTACHMENTS:

- ▣ Contract C-101613
- ▣ Project Map



CONSTRUCTION CONTRACT # C-101613

ITB 24-21: Fircrest Neighborhood Improvements for Water, Sewer, and Streets

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and Tapani, Inc., 1705 SE 9th Avenue, Battle Ground, WA 98604, (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

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

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 24-21 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on **Month Day, Year** per Staff Report No. **##-##**; and

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

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

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

The Contractor shall furnish and install approximately 9,000 linear feet of ductile iron water main with diameters ranging from 24-inch to 8-inch; 1,100 linear feet of 8-inch sanitary sewer; street, sidewalk, and paving improvements; appurtenances and other work, all in accordance with the attached Plan Set, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work."

The Work shall be Physically Complete within 120 Working Days from the Notice to Proceed (NTP) date.

- 2. EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
 5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
 6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- 5. DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

- 6. COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does include 8.7% Washington State Sales Tax (if applicable) \$6,851,128.55 USD.

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

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

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

The Contractor agrees to procure insurance coverage as required below:

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

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

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

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

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

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

- 8. CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond,

in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.

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

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

In case any dispute arises as to what the prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision shall be final, conclusive and binding on all parties involved in the dispute.
- 13. PAYMENT TO THE CONTRACTOR:** Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate pending all compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the

Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the City.

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

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

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

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

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

- 15. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such work product to the City. A

copy may be retained by the Contractor. Previously owned intellectual property of Contractor or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.

- 16. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.
- 17. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 18. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.
- 19. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.
- 20. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

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

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

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

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

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

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

10. WSDOT Standard Plans.

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

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

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

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

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

For the Contractor:
Lance Tapani
Tapani, Inc.
1705 SE 9th Avenue
Battle Ground, WA 98604
lancet@tapani.com

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Tapani, Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

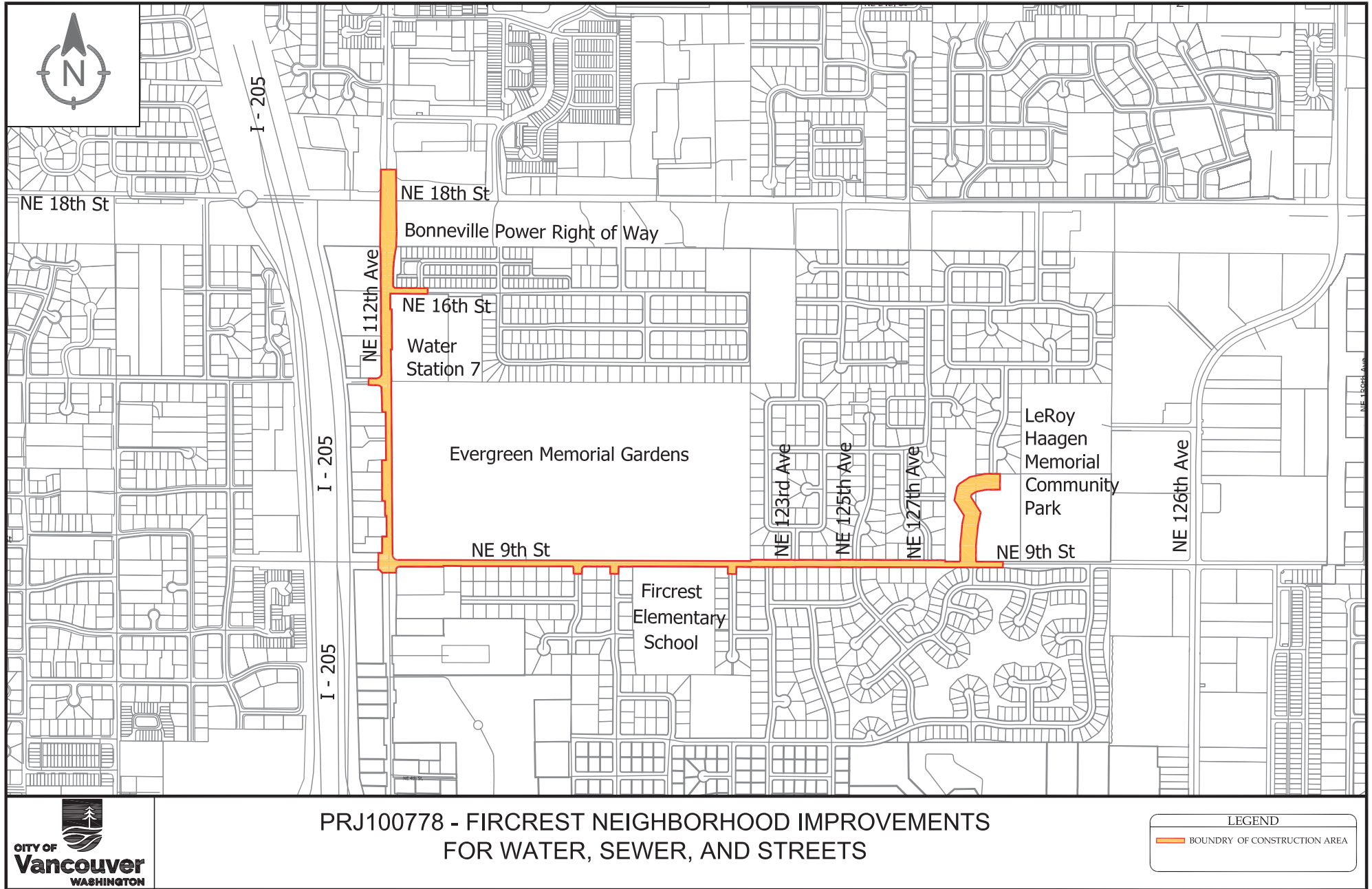
Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Staff Report: 075-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/15/2024

SUBJECT Bid Award - 2024 Joint Agency Slurry Seal Project

Key Points

- The City maintains approximately 1,900 lane miles of streets in its system.
- The City's annual resurfacing and preservation contracts are the primary way that the streets get curb to curb work done on them.
- The project includes approximately 29 lane miles of street preservation.
- City maintenance crews do not have adequate staff, or equipment to do the type of work being done as part of this project.

Strategic Plan Alignment

Transportation and Mobility - a safe, future-ready and convenient transportation system.

Present Situation

The City of Vancouver and Clark County have solicited a joint bid for each agency's 2024 Joint Agency Slurry Seal Project. Each agency will execute a separate contract for their part of the work.

On March 26, 2024, the City received five bids for the 2024 Joint Agency Slurry Seal Project. Two bidders were non-responsive. The bids ranged from \$669,471.16 to \$1,015,160.52. The low bidder was responsive. The estimated 2024 City of Vancouver part of the work is \$412,030.00.

SUMMARY OF BIDS		
BIDDER	VANCOUVER'S BID	COMBINED BIDS
Blackline, Inc, Vancouver, WA	\$412,030.00	\$669,471.16
Doolittle Construction, LLC, Sacramento, CA	\$518,135.80	\$858,858.00
One Way Trigger, LLC, Sacramento, CA	\$591,810.00	\$1,015,160.52
<i>Engineers' Estimate</i>	<i>\$440,000.00</i>	<i>\$749,285.76</i>

The engineer's estimate of \$440,000.00, which covers the City's portion of the cost, is below the \$500,000.00 threshold requirement set for apprenticeship utilization goals. No apprenticeship utilization goals are required for this project.

Advantage(s)

1. Will result in improved pavement on approximately 29 lane miles of streets in Vancouver, protecting the City's investment in its street network.
2. The City of Vancouver and Clark County are working cooperatively to make the best use of limited funds by reducing construction costs through economies of scales.
3. Will reduce higher maintenance costs on City streets as well as extend the life of the pavement before more costly treatments are required.

Disadvantage(s)

1. Neighborhood residents, businesses and local traffic will be inconvenienced during the construction period at the various locations; however, the construction duration at each location is short, with traffic able to drive over the new surface within a few hours at most, which will minimize the temporary inconvenience.
2. Construction will generate noise in the area; however, the contractor will not be working in one spot the entire time with all work expected to be complete a few days at each location.

Budget Impact

The project is currently funded through the Pavement Management Program in the Street Fund (\$412,030.00). No additional budget appropriation is required.

Prior Council Review

None

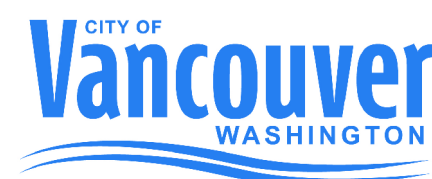
Action Requested

On April 15, 2024, award a construction contract for the 2024 Joint Agency Slurry Seal Project to the lowest responsive and responsible bidder, Blackline, Inc, of Vancouver, Washington, at their bid price of \$412,030.00, which includes Washington State sales tax, and authorize the City Manager, designee, to execute the same.

Chris Sneider, Senior Civil Engineer, 360-487-8239

ATTACHMENTS:

- ▣ 2024 Slurry Seal Map
- ▣ Contract



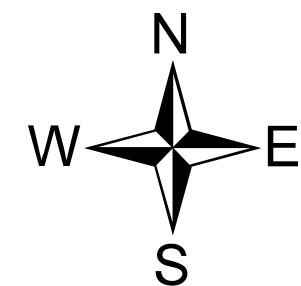
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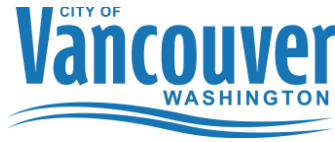
- <all other values>
- Vancouver City Limits

Updated: 11/16/2023

City of Vancouver 2024 Slurry Seal Streets Map

Subject to Change





CONSTRUCTION CONTRACT # C-101617
ITB 24-22: 2024 JOINT AGENCY SLURRY SEAL PROJECT

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and Blackline Inc., 13023 NE Hwy 99 Ste#7 PMB 196, Vancouver, WA 98686 (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

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

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 24-22 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on **Month Day, Year** per Staff Report No. **##-##**; and

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

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

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

This Contract provides for the improvement of various roads in the City of Vancouver and Clark County by placing slurry seal and other work, all in accordance with the attached Project Lists and Maps, these Contract Provisions, and the Standard Specifications.

The contract work shall be Physically Complete within 25 Working Days from the Notice to Proceed.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
 5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
 6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
5. **DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

6. **COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does include 8.7% Washington State Sales Tax (if applicable) \$412,030.00 USD.

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

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

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

The Contractor agrees to procure insurance coverage as required below:

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

COVERAGE	LIMITS OF LIABILITY
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$1,000,000
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In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

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

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

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

8. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall

comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.

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

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

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

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

change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the City.

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

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

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

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

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

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

- 16. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.
- 17. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 18. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.
- 19. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.
- 20. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.
- 21. RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.

22. ASSIGNMENT: This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.

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

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

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

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

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

26. WAIVER AND REMEDIES: City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

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

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

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

Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications, and standards, the reference shall be construed to mean the code, rule,

specification, or standard that is in effect on the Invitation to Bid advertisement date, unless otherwise stated or as required by law.

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

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

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

For the Contractor:
Cody Lorenzen
Blackline Inc.
13023 NE Hwy 99, Ste#7 PMB 196
Vancouver, WA 98686
Cody@blacklineinc.net

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Blackline Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Staff Report: 076-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/15/2024

SUBJECT Body Armor Purchase for Vancouver Police Department

Key Points

- The City purchases body armor for Vancouver Police Department under a Sourcewell Contract #080922 with Safeware. The original contract was competitively bid and conforms with the bidding requirements set forth by the State of Washington.
- Purchases are expected to exceed the current \$300,000 threshold, requiring council approval.

Strategic Plan Alignment

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

Present Situation

Body armor is associated with vests, helmets, gas masks, and other associated equipment to provide ballistic protection to the vital organs in the torso and head. Each sworn officer is issued a ballistic vest system, helmet, and gas mask. VPD replaces all ballistic helmets for officers as the helmets near their five-year warranty expiration date. Southwest Washington SWAT Team also utilizes this contract to purchase and replace body armor.

VPD ballistic helmets are expiring in May 2024 and need to be replaced as well as gas masks and associated equipment. VPD would like to continue to piggyback on Sourcewell contract #080922 with Safeware. Purchases are expected to exceed the current \$300,000 threshold, requiring Council Approval. The current contract has been liquidated approximately \$298,571.71 and has a November 7, 2026 expiration with the option to extend one additional year. Increasing this contract threshold to a maximum of \$1,000,000 will enable Vancouver Police Department to continue to purchase body armor while taking advantage of the Sourcewell Contract's competitive pricing.

Advantage(s)

Utilizes an existing contract through Sourcewell that is good through November 7, 2026 with the option to extend one additional year, to take advantage of competitive pricing.

Disadvantage(s)

None

Budget Impact

None. Appropriation was approved through the 2023 Fall Supplemental utilizing Law Enforcement and Criminal Justice Funds.

Prior Council Review

None

Action Requested

Authorize the City Manager, or designee, to continue to purchase body armor from Sourcewell under Contract #080922, up to a maximum of \$1,000,000 through November 7, 2027.

Jeff Mori, Police Chief, 360-487-7498

ATTACHMENTS:

- ▣ Safeware Contract
- ▣ Safewar Price File
- ▣ Sample Safeware PO

**Solicitation Number: RFP #080922****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Safeware, Inc., 4403 Forbes Blvd., Lanham, MD 20706 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 7, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcwell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

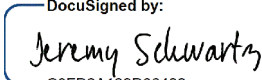
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

080922-SAF

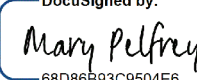
Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Safeware, Inc.

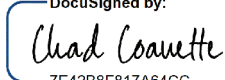
DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 10/11/2022 | 11:24 AM CDT

DocuSigned by:

By: 68D86B93C9504E6...
Mary Pelfrey
Title: Vice President, Government Contracts and HR

Date: 10/11/2022 | 11:49 AM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 10/14/2022 | 10:44 AM CDT

RFP 080922 - Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions

Vendor Details

Company Name: Safeware, Inc.
Address: 4403 Forbes Blvd
Lanham, Maryland 20706
Contact: Mary Pelfrey
Email: mpelfrey@safewareinc.com
Phone: 301-683-1212 1815
HST#: 52-1152883

Submission Details

Created On: Wednesday June 22, 2022 08:53:30
Submitted On: Tuesday August 09, 2022 08:34:09
Submitted By: Mary Pelfrey
Email: mpelfrey@safewareinc.com
Transaction #: 9736f2aa-38df-4b8b-9504-49ef7367f7e9
Submitter's IP Address: 70.237.73.210

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Safeware, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not Applicable	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Not Applicable	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 1DCA7, UEI: JRVNJLXMZN64	*
5	Proposer Physical Address:	4403 Forbes Blvd. Lanham, MD 20706	*
6	Proposer website address (or addresses):	www.safewareinc.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jessica Faulkner Assistant Secretary Senior Manager, Contract Administration & Quality 4403 Forbes Blvd. Lanham, MD 20706 jfaulkner@safewareinc.com 800-331-6707 x1079 (office)	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mary Pelfrey Executive Director 4403 Forbes Blvd. Lanham, MD 20706 mpelfrey@safewareinc.com 704-564-0320 (cell) 301-683-1212 x1815 (office)	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Karla Hyatt Director of Government Contracts 1800 Byberry Road Ste 801 Huntingdon Valley, PA 19006 kahyatt@safewareinc.com 800-331-6707 x1090 (office) Rick Bond Vice President of Sales 4403 Forbes Blvd. Lanham, MD 20706 rbond@safewareinc.com 301-542-3258 (cell)	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Safeware, founded in 1979, has spent over forty years protecting workers in their place of business. Beginning as an industrial safety company, we shifted our focus in the nineties to governmental agencies and are proud to have been among the earliest companies to support our nation's infrastructure in the fledgling homeland security market. We helped responders at both Ground Zero in New York and at the Pentagon during the aftermath of the 9/11 emergencies. In 1981, we established our Technical Services division to provide quality service for those more technical products that require regular care and maintenance. Today we are trusted by key government agencies and Fortune 500 companies to keep their critical equipment operating, and their personnel protected. In 1999, responding to customers and suppliers' requests, we created the Fire & Rescue Division. Today, Safeware focuses on supplying products and services to fire & rescue, federal and local government, law enforcement, military, and all forms of first responders. We are a trusted partner to those for whom failure is not an option. Safety and service are what we do but, Response is who we are. Safeware has a well-established reputation as the "go-to" Company when customers need us most. We responded to the events of 9/11 with personnel and material arriving on the scene in New York City and at the Pentagon within hours. We are proud of our ability to play such a significant role in supporting our country's first responders. Safeware has also provided material and support for many other crises, including multiple anthrax incidents, oil spills, bombings, natural disasters, and the recent COVID-19 pandemic. No matter the size of an emergency, we work hard to help our customers in their times of need. Government customers make up 90% of our sales, and these are primarily in State and Local markets. Today, we are a nationally recognized industry leader in distributing and servicing Public Safety and Emergency Management Equipment and Solutions.
11	What are your company's expectations in the event of an award?	Safeware expects a single award for the catalog of products listed in this Request for Proposal in the US. We are open to the idea that, should a large industrial supply distributor respond, then that award would not otherwise interfere with our position as a sole awardee on the contract as "big box" distributors have different "go to market" strategies than national public safety distributors. Additionally, we recognize our shortcomings in Canada and hope and anticipate that Sourcwell will support Safeware with training for our team of Sales and Customer Service personnel (over 50 strong nationwide and growing). We suggest this training will take place in the form of a series of webinars. To advertise and promote the contract, we anticipate that Sourcwell will work with Safeware's marketing team to position the contract nationally and to make the Sourcwell logo prominent in our marketing efforts. We also anticipate Sourcwell to identify leads and opportunities for public agencies to utilize the contract and assist the Safeware team with legal objections or questions around accessing the contract. We request that Sourcwell continue promoting the Sourcwell family of contracts, shows and other joint marketing events. Safeware looks forward to a kick-off discussion involving Key Personnel and Executive Management in preparation for the contract launch.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see the attached Financial Statement demonstrating Safeware's financial stability and excellent cash flow.

13	What is your US market share for the solutions that you are proposing?	We do not have strong and relevant market data to support a claim in terms of market share in the US. We can, however, state that we consistently are one of the top suppliers for the following manufacturers, often number one in the US: • CMC Rescue – Rescue Gear, primarily for firefighters including rescue PPE • Mustang Survival – PPE for Rescue/Water Rescue & Firefighter PPE • Kask – PPE helmets for Rescue Personnel • Cairns – Firefighting Helmets • United Shield – Ballistic Helmets & Body Armor • Kappler – PPE for Firefighters • Dupont Personal Protective – PPE • Blauer Homeland Security – Chembio PPE While we have no third-party data, we believe Safeware is the largest national supplier of equipment for HAZMAT teams, bomb squads and technical reserve teams for State and Local governments across the country. All these teams are critical components to emergency response. Additionally, during the Pandemic in 2020 and 2021, Safeware was the single largest distributor of N95 respirators in 3M's Occupational Safety and Health Division which demonstrates our buying power and national presence in a time of emergency.	*
14	What is your Canadian market share for the solutions that you are proposing?	Safeware does not have a Canadian market share, but has partnered with Levitt-Safety Limited, Canada's premier safety distributor in a mutually beneficial relationship that will grant customers access to quality safety products from Canada's leading and most reputable safety distributor. Boasting annual sales of over \$100 million and \$15 million in inventory, Levitt-Safety has served Canadian public agencies for well over 80 years and will continue to do so through this contract.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a. Safeware is a distributor. Our contracts team maintains signed agreements with each manufacturer, including every manufacturer listed in this response. Given the broad nature of our response, we are happy to provide a letter from any manufacturer proposed in this RFP stating that we are a distributor of their products should it be requested.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Safeware is registered in Minnesota under the name "Safeware Safety Supplies Inc." Our Department of Revenue account number is #6301318 which is used to file and pay MN sales tax. To our knowledge, we are not required to hold any other licenses in MN.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Safeware has not been suspended or debarred anytime in the last ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Here are a few recent examples of Safeware recognition by our customers and partners: • 2020 Supplier of the Year by TEMA (Tennessee Emergency Management Agency). • 2021 Outstanding Response in a Time of Emergency by the State of Florida Department of Emergency Management for - o Wastewater spill at Piney Point - o Surfside Condo collapse • 2020 recognized as a top national producer for another cooperative contract • 2021 recognized as a top producer in Northeast region for another cooperative for all sales in region • Recognized by numerous manufacturers for outstanding sales performance • Recognized by our partners for being awarded State contracts. Often, this is a result of "bridging" an existing cooperative contract. Examples include Michigan, Massachusetts, Tennessee, and Utah.	*
20	What percentage of your sales are to the governmental sector in the past three years	Safeware has consistently tracked 90% of our overall sales to the governmental sector.	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 10% of our governmental sales have been in the Higher Ed and K-12 sectors. This is largely reflective of the bundle of products we offer and the vertical market focus on fire and police in our company. We do believe the education sector is a growing category though for Safeware. This is mainly due to the pandemic, recent events, and the growing emphasis of safety measures in this sector.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	OMNIA 2021 \$ 95,523,185 2020 \$151,024,876 2019 \$ 53,140,772 HIRE 2021 \$210,392 2020 \$629,953 2019 \$609,007 SourceWell 2021 \$682,858 2020 \$432,967 2019 n/a	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Multiple Award Schedule Contract #GS-07F-5668P 2021 \$921,017 2020 \$737,245 2019 \$433,246	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
New York State DHSES	Jes (Walker) Bearden	518-402-4789	*
City of Minneapolis Minneapolis Fire Department	Jim Thomas	612-673-5563	*
Nashville International Airport	Sgt. Marc Christian	615-275-2322	*
Georgia Department of Transportation	Tim Swink	404-631-1367	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Commonwealth of Massachusetts	Government	Massachusetts - MA	Homeland Security, PPE, Public Safety, Public Works / Traffic Supplies, Safety Apparel and other products required in emergencies; for example, COVID-19, etc.	Avg.: \$27,738	\$44,888,273	*
State of Tennessee	Government	Tennessee - TN	Public Safety, PPE, HAZMAT, Drug Detection, etc.	Avg.: \$90,884	\$29,891,247	*
Miami-Dade County	Government	Florida - FL	PPE, Respirators, Traffic Safety, Fire & Rescue, LE, etc.	Avg.: 3,944	\$11,783,621	*
City of Dallas	Government	Texas - TX	Public Safety, PPE, HAZMAT, Drug Detection, etc.	Avg.: \$11,895	\$9,790,955	*
State of Michigan	Government	Michigan - MI	PPE, Homeland Security, LE, Protection, Water Filtration, etc.	Avg.: \$9,667	\$9,761,142	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	The Safeware team works together. It takes the involvement of many people's expertise across multiple disciplines to meet the participating entities' needs. Our teams work together, from sales to customer service, technical service support, purchasing, marketing, and contracts to support the Sourcewell contract. Safeware employs a national team of 25 sales professionals and represents significant geographical growth over the last 5 years through our expansion to the West Coast as well as corresponding operational resources to support this growth. (See attached Safeware Roster and Safeware Territory Map.) Our sales representatives are skilled and have knowledge in all the products and services we provide to support the award resulting from this RFP. The sales representatives are typically the front line to participating entities, understanding their problems, and finding solutions. They have the ultimate responsibility to the customer for public agency satisfaction. Our customer service representatives (CSR) are inside sales representatives responsible for customer calls and emails and for addressing orders and order entry. The CSR assist customers with pricing, inventory, and status updates on products. Safeware's experienced Customer Service staff features account specific service and not a "call center" approach. Our team of 28 CSR's is located in regions across the country to provide service in every time zone, and our customer service representatives have great familiarity with their assigned customers. Customers' requests result in pricing specific to the required or requested contract, and the contract details can be found on the pricing documents. Our customer service representatives are very experienced in working with customer deadlines resulting from the end of the fiscal year, end of the grant cycles requirements, and other customer-specific requirements. They understand the urgency of emergency requests. Each year, we receive numerous compliments about our customer service team. Our Technical Services team provides maintenance, repair, rental, and leasing solutions to public entities. Our trained and certified technicians provide on-site and in-house services to minimize your downtime and keep customers in compliance. Purchasing ensures we are keeping the appropriate products in inventory for your

needs. This can be in general for public entities or public entity specific. Purchasing also works with sales to ensure one-time purchases at the best possible price to the customer. They also make sure price lists are accurate and auditable.

Marketing supports sales to provide collateral material, an online website, eCommerce, punchout, and many other services to streamline a Sourcewell Member's purchase.

Contracts works with sales to offer a national cooperative agreement to help public entities save time and money to simplify the sales process.

Product Knowledge.

All Safeware sales representatives are trained to provide product support in the key aspects of public safety. Not only does Safeware provide products, but our field representatives provide added value support to our customers. Examples of such added value services that have been provided to State and Local customers in the past include:

- Fentanyl Seminars
- Respiratory Fit Testing and Fit Testing Training
- Confined Space Training
- Product Fitting (Helmets, PPE)
- Site Safety Surveys

Safeware sales representatives receive a minimum of one hour each week of new product training, and an additional 5 days of offsite training annually. The focus of these training sessions is to support the sales of products and services in the following categories:

- Police
- SWAT
- Patrol
- Bomb
- Traffic
- Drug Enforcement
- Crime Scene
- Dive/Recovery
- Search and Rescue
- Canine
- Fire
- Structural Firefighting
- Hazmat Response
- Technical Rescue
- USAR
- Water Rescue
- Apparatus Small Parts
- General Safety
- Emergency Management

Most importantly, all Safeware sales representatives are trained on government purchasing and the benefits of cooperative purchasing. Each sales representative regularly works in support of promoting our cooperative contracts and attends government purchasing events obtaining best practice information to help them consult with government customers regarding the use of cooperative contracts. All Safeware sales representative will have access to the Sourcewell contract program resources and will review all important information so that they can be a resource to government purchasing professionals.

Many companies will show coverage maps with team members who are not engaged in government sales opportunities. Safeware is in the business of offering contract solutions to America's heroes, and each field representative is engaged in support of our mission.

Safeware sales representatives focus on high volume customer contact opportunities in the field. While the pandemic curtailed most trade shows in 2020 and 2021, we continued to support the events that operated virtually and shifted to participating again in person this year as the health crisis moved from pandemic to endemic. Our outside sales representatives will participate in 77 trade shows this year. These trade shows represent contact with tens of thousands of current and potential customers in State and Local government. A glance at our trade show schedule will demonstrate the commitment that every representative in each territory has in both government procurement conferences and end user conferences. Please see attached list of Safeware's trade shows. Most of our sales activities are contract sales and these end user events reflect the same. These trade shows demonstrate the unique versatility and geographical scope of Safeware's sales team. Each of

		these shows is a showcase of the benefits of cooperative purchasing, along with strong subject matter expertise in the core vertical user markets. Regarding our Canadian strategy, we have no current assets in Canada. We have aligned with the premier Canadian distributor of Personal Protective Equipment, Levitt-Safety. Levitt will partner with Safeware under the brand of Safeware Levitt, which is only for our Canadian operations. Levitt will report Canadian sales to Safeware, and Safeware will manage the Sourcewell relationship and all reporting and payment functions. Safeware will provide training for Levitt's sales team, and we will work with Levitt to ensure that contracted items on the Sourcewell agreement are available.
27	Dealer network or other distribution methods.	Safeware has a long history of added value distribution to realize our customers' goals regarding MWSBE participation. We have current small business partners who are certified Minority Owned, Woman Owned, and Veteran Owned businesses with whom we work regularly to meet customers' MWSBE participation goals. The challenge for MWSBE participation in a national contract is that every municipality has its distinct certification process, and there is a consistent bias towards small local businesses. For example, a certified vendor in Cleveland most likely is not a certified vendor in Los Angeles. Our strategy is to establish regional distribution under the contract. Regional dealers can sell Safeware contract items at the contracted price as authorized and listed dealers on the contract. This would enable large urban customers to meet their participation requirements and still utilize the contract, which has so many benefits in terms of cost and time savings. We believe that the margin we sacrifice is offset by the opportunity in these large target areas. Certified dealers are organically added to the contract as subcontractors. For example, the Commonwealth of Massachusetts has stated goals for diversity spend and we partnered with The Janz Corporation, a service-disabled veteran-owned small business (SDVOSB). In 2020, we had sales over \$7 million with Janz for the Commonwealth. Here are some examples of Safeware relationships with certified businesses: • 570 Global, Corp. – SDVOB • Ace Tool Repair, Inc. – Woman Owned • B3 Enterprises – 8a/SDB, 8a/SBS • First Choice Supply – Minority Owned • Ideal Electric – Woman Owned, Minority, Small Business • Snappy Solutions – Woman Owned • The Janz Corporation - SDVOSB The utilization of a diverse supply chain replaces an available discount or other discount offered to an end-user customer in consideration of a business opportunity. Rather than asking for a best and final price offer, the customer instead seeks to satisfy participation while utilizing the cooperative contract. Safeware will take responsibility for compliance and reporting of all contract sales. Moreover, Safeware will be responsible for the prompt payment of any administrative fees associated with the sales. Leasing: In the event a customer leases product, then the leasing company becomes the dealer of the product. Safeware will take responsibility for compliance and reporting of all contract sales and will be responsible for the prompt payment of any administrative fees associated with the sales. Canadian Partner: Safeware is proud to partner with Levitt-Safety to comply with the Canadian Sourcewell customers. Established in 1935, Levitt-Safety Limited is the Canadian Leader in health and life safety products, training, consulting, and technical services. With strategically located branches across Canada, Levitt-Safety is ideally equipped to serve companies of any size or industry who recognize the tremendous value of building a safety-centric culture in their organization. With annual sales of over \$100 million and \$15 million in inventory, Levitt-Safety Limited provides quality Safety products and services aligned to support customer requirements. They have the capability of servicing all of their customer's sites, as well as providing consistent service and high levels of product availability. Levitt-Safety Limited can match your location footprint, make rapid product deliveries and provide customers service to remote locations throughout Canada with an extensive network that includes:

		• 18 branch locations throughout Canada • 2 major distribution centers across Canada (Oakville, Ontario and Edmonton, Alberta) • 1/4 million square feet of warehousing combined In addition to providing customers with extensive safety product coverage, Levitt is proud to offer superior services and business support through customer focused delivery channels, which are reinforced by superior services, processes, and technologies. Levitt-Safety Limited also guarantees to provide customers with after-sales technical support and repair services with the most knowledgeable product and industry specialists in the business and leading-edge technology support for e-Procurement and automated payment solutions.	
28	Service force.	Safeware operates a corporate office in Lanham, Maryland with additional branches in Columbia, Maryland; Philadelphia, Pennsylvania; Richmond, Virginia; Gainesville, Georgia; Miami, Florida; and Denver, Colorado. We employ 28 customer service personnel across these branches and the US to support our ever-growing government sales operations. Our IT and Marketing departments boast 10 personnel, and our Purchasing Department, housed in the Richmond branch, has 5 staff members in charge of purchasing as well as contract and data management. Our branches in Columbia, Richmond, and Denver all host warehouse space from which we ship product, and all branch locations have service technicians assigned to them. Safeware provides many value-added services both in house and with our mobile service vans. Our Technical Service Department employs 17 dedicated personnel who are trained in many areas including, but not limited to, SCBA maintenance and repair, SCBA flow testing, cylinder hydrostatic testing, fit testing, CBRNE instrument calibrations and repair, Level-A suit testing, fire hose testing, PPE cleaning, air compressor repair and maintenance, and breathing air testing. Our Canadian Partner, Levitt-Safety, is proud to offer the largest service offering in Canada provided by highly trained and knowledgeable technicians who come right to your door to ensure that necessary equipment is always in top condition. Their techs are cross trained to inspect, maintain and repair a multitude of product lines, from fire extinguishers and respirators to instruments and fall protection, providing the convenience of relying on just one service provider. All of Levitt's technicians have been thoroughly trained to ensure your equipment is achieving peak performance while meeting all local and national codes and standards. Their techs carry out their services in conformance with standards set out by Underwriter's Laboratory of Canada (ULC), the National Fire Prevention Association (NFPA), manufacturer training, and provincial fire codes. What sets Levitt apart from their Canadian competition is the level of expertise and guidance their Safety Specialists bring to customers in order to help them solve their fire, safety, and environmental challenges. After all – safety is all they do. For more than 80 years, the safety of your organization has been Levitt-Safety's number one concern. Their mission is to make Canada a safer place to live and work. They have always maintained a simple, yet unique approach to the marketplace: bringing customers the best products and services in the industry backed by decades of knowledge and expertise.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Order processing procedures begin most often with a request for a quote submitted either as a request on our website, emailed directly to a customer service representative, or via phone call. Existing customers will typically reach out directly to the customer service representative assigned to their account or their sales rep for larger, more complicated requests. Quotes are entered into our system by a CSR and are typically returned to the customer within 24 hours of the initial request. The customer reviews the quote, communicates any necessary alterations and ensures their requirements are satisfied, replies with a Purchase Order, credit card number, or other authorization to order. The quote is then seamlessly converted to an order within our processing system, Prophet 21. Our staff verifies the details and then executes the order, which either automatically allocates items in our warehouse stock or prompts a subsequent order directly to the manufacturer confirming the necessary ship dates and other requirements. Once the order has been placed, an order acknowledgment is sent to the point of contact that placed the order. During the order entry process, a code will be assigned to the order indicating it as a Sourcewell contract sale. Safeware staff will continually monitor status from the manufacturer to ensure the items meet or exceed delivery requirements. All order activity is monitored and controlled by our computer enterprise system. Any delays will be immediately brought to the attention of the customer. When the product is ready to be shipped, the system prints a pick ticket for the warehouse to pull and package the product. When the product is packaged, tracking information is added, and a packing slip is generated and affixed to the outside of the box. Once the shipment is confirmed, the system generates an invoice. If the product is shipping directly from one of our manufacturers, the same quote, acknowledgment, and order conversion is followed, except the system generates a PO for the product to ship to the customer with the customer ship-to address and PO number. The PO is sent directly to the manufacturer. Once Safeware's Accounts Payable department receives the direct shipment invoice, the product quantity, price, PO and ship to are confirmed. The tracking, if provided by the manufacturer, is added to the order and an invoice is generated. Once generated, invoices are sent to the customer per the PO instructions, Email, Mail, Fax, EDI, or web-based invoicing. Safeware accepts orders via multiple formats such as email, telephone, e-commerce, fax, and mail service. Customer orders can be placed directly on both company websites, and transactions using EDI (850, 855, 856, 865, 810, 997 via ANSI X12) are also a capability. Customers may purchase online directly from our website using a PO or P-card/credit card. We offer punchout where the customer utilizes their eProcurement system to Safeware's punchout site. This is the most common type of punchout. We also provide punchout where the customer can search for and view products directly in their procurement platform without initiating a punchout session. We are currently integrated with Ariba, Equallevel, CommBuys, Jaggaer (formerly SciQuest), and Oracle Business Network. In addition to website and punchout, we offer these additional ecommerce capabilities: • EDI capabilities to our ERP system for receiving PO's and sending order confirmations, ship notifications, and invoices • Custom API's can also be made to our ERP system for this functionality • Ability to transcribe incoming PO's sent via email into EDI • Ability to send order confirmations, ship notifications, and invoices via email
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Safeware will ensure that delivery schedules for routine, urgent, and emergency requirements are met. We categorize orders at time of order entry and have established a standard operating procedure that verifies a customer's required timeframe on every order. Safeware has developed world-class expertise in on-time order processing and fulfillment by supplying both Commercial and Government in daily operations and in times of emergency for over 40 years. Safeware is trusted to have reliable systems in place for important customers that depend on our ability to meet supply chain needs. Our state-of-the-art ERP system, EPICOR Prophet 21, is designed for a distributor to efficiently stay on top of every order, fulfilling the requirements based on data captured at order entry, with checks and balances and exception reporting to ensure that no orders fall unattended. Entering a required date is a mandatory step in processing every order. Our inside sales representatives will code orders in the ERP system as urgent or emergency if

special handling or expedited action is necessary. They can also trigger an electronic note that follows the order through the system and will print on order paperwork detailing the urgent or emergency nature of the order. These notes also notify the appropriate warehouse manager and customer contact manager. This process assures us that urgent and emergency orders have visibility within the system and are verified daily as to the ability to be delivered on time.

We cannot eliminate the human element completely, but our historic status as an emergency equipment vendor has enabled us to have very strong checks and balances. Combined with a culture of paying attention to required dates and close monitoring, we ensure that every pick ticket gets shipped every day. We are not error free, but we enjoy 99% shipping accuracy, which puts us very high in the distribution world, and when we do make mistakes, we take steps to make heroic recoveries that compensate the customer and take corrective action to eliminate errors.

Safeware strives to deliver all routine requirement orders for material to the authorized customer's receiving location within the delivery timeframe as specified in the order, (indicated to usually be within 30 days of order placement). Safeware's ERP system uses sophisticated replenishment algorithms to ensure that stock levels are maintained to support historical demand for an item. Safeware consistently maintains approximately \$8 million in inventory in order to provide quick delivery on our customers' most requested items. For off-the-shelf items, depending on size and destination, Safeware utilizes common carriers, LTL (less than truckload), and commercial package delivery services like UPS Ground and Federal Express Ground daily. Utilizing major carriers, standard delivery times for stock items are generally 1-5 days from order to receipt.

As soon as an order is entered into the Safeware system, a pick ticket is created instructing the warehouse to pick all items currently in stock. For any items not in stock, the customer service representative reviewing the order for acceptance (as these purchase orders will be placed via EDI), has the option to place a purchase order directly with the manufacturer for drop-ship to the customer's location or expedited delivery to our warehouse, which triggers the drop ship follow-through process whereby the manufacturer is contacted by our expediting team to ensure prompt shipping.

Carrier selection requires a good understanding of time in transit for each carrier and our Warehouse Manager has over 20 years' experience with Safeware ensuring shipments are timely delivered to our customers nationwide. A core element of the Safeware strategy is to complete all of a day's work in a day, meaning that every member of the Safeware team understands that getting orders out accurately and as quickly as possible is our greatest role and our competitive advantage in the supply chain. All orders for in stock items received by 3:00 pm EST will ship the same day. Selecting an overnight or two-day carrier is the critical step for urgent and emergency orders that have 72- and 24-hour delivery requirements. A pick ticket which prints with all orders will reference the time-sensitive nature which alerts the warehouse personnel to select an appropriate carrier that can meet time commitment, whether it be overnight UPS, FedEx, emergency custom critical truck delivery, or, in some circumstances, our own personnel making the emergency delivery. As a large seller of all kinds of response equipment needed for on demand natural disaster response, Safeware has an experienced emergency order team, protocol, and discipline for handling these types of orders.

Below are just a few of the highlights from our years of emergency response experience focused on public agency response:

- 9/11 Attacks, 2001
 - o Ground Zero – Safeware had personnel and material arriving on site on the evening of September 11, 2001. We set up logistical points outside of the hot zone and provided emergency products around the clock to fire and police customers. We overcame the minimal existing supply chain and set up a conference call with every major respiratory manufacturer in the US at the Mayor's office in NYC resulting in the supply of truckloads of equipment arriving daily to meet critical needs.
 - o Pentagon – We provided the lead agency, Arlington County, with emergency equipment and set up a support team for the response. We worked closely with the Fairfax County USAR Team, and were the only supplier authorized to ship product into the hot zone.
 - o We learned much about emergency procurement and the constraints of government purchasers in an emergency. We have used this experience to help direct and advise other agencies in all other emergency situations since.
- Anthrax/Ricin Contamination Attacks, Washington, DC, 2001
 - o While most of our business was Federal, we worked nights and weekends to provide emergency products to local responders inundated with white powder calls.

- Hurricane Katrina, 2005
 - o Before the storm was nationwide news, Safeware received a call from Becky McKinney at Fairfax County alerting us to the severity of the disaster. We set up a logistical point in Columbus, MS where we were able to deliver truckloads of critical supplies such as hip waders, bottled water, propane, portable toilets and service, personal hygiene kits, flashlights, MREs, body bags, and even diapers and baby food which the Federal government could not provide.
 - o We were a key supplier to FEMA and MEMA during the days following the devastation in Mississippi and Louisiana, where we continued to earn a national reputation as a premier emergency response distributor.
- Hurricane Sandy, 2012
 - o Many areas drew from existing caches of equipment and used Safeware to replenish their stock. The supply chain was largely in place and we assisted with less emergency purchases and more contract and credit card buys. We received a requirement from FDNY for 55 complete sets of water rescue gear which was fulfilled and delivered in it's entirety to the emergency logistics center in Queens within 24-hours.
- State of Michigan Flooding, August 2014
 - o State employees from State Emergency Operations Center were tasked with flood cleanup operations. Safeware was contacted after hours on a Saturday with an equipment list needed for clean-up. We sourced emergency shipments of the required kits and dispatched a truck to Michigan by Sunday morning. All purchases were made on the state contract. Local counties then used the same contract to purchase the same emergency equipment for their continued clean-up efforts.
- Ebola Crisis, 2015
 - o Sent emergency supplies of PPE to customers all over the country, often next day air. Competitors had no inventory of DuPont suits, but due to our high annual volume of sales, we were able to source and supply our customers.
- Zika Virus, 2016
 - o Miami Dade County procured emergency supplies such as insect repellent, wipes and sprays to protect employees and the public.
- Hurricane Season, 2017
 - o Emergency supplies from all sorts of manufacturers were being reserved for Federal Response. Utilizing our widespread supply chain, we were able to source items for local responders, and coordinate shipping to hard to access areas.
- Corona Virus, 2020
 - o Many customers, including the top public procurement officials from many States, Counties, and Cities nationally, contacted Safeware evenings and weekends, as well as after hours. The February 2020 edition of Supply Chain World outlines the efforts of Safeware, among other suppliers, in meeting the continual and after-hours needs of one customer, Anne Arundel County, MD. After hours calls at Safeware are not just a courtesy; we work with our customers to achieve immediate results in a time of crisis. Our warehouse shipped thermometers, gloves, and respirators to customers across the United States, working nights and weekends as the workload and urgency demanded.
- Civil Unrest, 2020
 - o Just as the demand for pandemic supplies was over the initial peak, Safeware began receiving calls from law enforcement customers across the country. There was a massive demand for personal protective gear for the police, who were protecting the public during these times of social conflict. Besides providing respirators, helmets, and suits, Safeware was instrumental in sourcing safety eyewear with infrared protection. Officers were being assaulted with lasers in their eyes during the protests. On the weekend of May 30, 2020, Safeware worked throughout the weekend, supporting our customers. Truckloads of protective gear were picked up and delivered to Safeware customers.
- Surfside Condominium Collapse, 2021
 - o Air quality for rescue workers was potentially unsafe in the collapse. We were contacted by our customers who could not get gas detection equipment to work. Safeware dispatched a sales representative and our manufacturer partner who brought parts and completed the necessary repairs free of charge.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Safeware believes it is the largest single potential respondent in the US focused solely on the scope of work described in the RFP. There may be respondents larger in size. However, our market space is this vertical market, and we track over 90% of sales in the described vertical markets. It makes us unique amongst respondents. Our intention is to continue to grow in this space and our desire is to help Sourcewell grow as well. The current limitation is the narrow scope of work on the existing contract with Sourcewell. A single or dual award will result in larger opportunities for both Sourcewell and Safeware.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Levitt-Safety will be the supplier of all products and services proposed on this contract for Sourcewell members in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Safeware has coverage across the United States. Our Canadian partner, Levitt-Safety, will handle Canada, allowing us to fully serve the entire coverage area.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We propose no exclusions to participating entity sectors in the contract. As a practical matter, some verticals offer less but are a growing opportunity for a public safety and emergency management market, such as education. We have sales activity in every listed sector and will continue to pursue all contract sales.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We will honor contract pricing and support customers in Alaska and Hawaii as specified in this contract. Some manufacturer agreements limit distribution to the continental US, and in those cases, we would comply with the agreements.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Safeware plans an aggressive marketing strategy to launch this agreement. We have tremendous cooperative contract acceptance among our customers in many states. We will immediately launch the contract with a nationwide campaign and expect immediate results. Once awarded, we will prominently feature Sourcewell and the contract on our website. Social media is also a big part of the change we see in industry today. Our Social Media Director will use many tools to promote the contract including posting contract information on multiple platforms as well as sending email blasts with more detailed contract use information. We have a large database of contacts in areas that will immediately benefit from this contract. We are a ground sales force enjoying a solid reputation, a broad selection of relevant products, and proven market focus. Our trade show schedule is robust and engaging. We have touch and reach to America's largest cities and metros, and we intend to use the contract for immediate impact in the largest population centers in our country. Additionally, our marketing plan includes: • Multiple marketing materials displaying the Sourcewell logo and detailed information about the Contract vehicle • Participation with various end users' events, fundraisers, raffles, etc. to further promote our offering of the Sourcewell Contract • Co-branded giveaways, sway, etc. of Sourcewell and Safeware at industry end-user and purchasing trade shows • Sourcewell promotional signage and literature at our trades show booths Please see uploaded documents for samples of marketing line cards that Safeware uses. We have included our Fire, Law Enforcement and Safeware contract line cards.	*

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Safeware marketing strategy consists of several software solutions to help us reach our customers. Our marketing strategy and platforms are as follows: WEBSITE Our website is Business-to-Business Punchout Ready full of enriched item listings for fast and accurate customer searches with enhanced metadata. We use a Product Information Management (PIM) system to house our catalog feeds and item data so customers can shop directly on our website. We currently have contract landing pages on our site for customers of currently held contracts and will set up a Sourcewell landing page that will host all relevant contract information, documents, as well as a link back to the Sourcewell website. Customers are invited to create an account on our website which allows them to access special contract pricing, review account history, and place orders with ease. WEBINARS Technology allows us to reach multiple customers over a broad physical territory by connecting with these customers all at once through a single webinar. Webinars have proven to be a success for Safeware by educating high level buyers in a particular market or public safety issue. By utilizing our knowledge as safety professionals to educate our customers, we build trust as a significant source of knowledge and the go-to source for Public Safety items. Topics for past webinars include those on Emergency Preparedness, Effectiveness of Cooperative Contracts, Outdoor Mass Communication, and LE Equipment for Civil Disturbances. Each session lasts about 30-45 minutes with a live Q&A and is recorded and posted to our page for public access. EMAIL E-mail campaigns and content are run through marketing automation software, Pardot/Salesforce, which allows us to easily send content such as new product offerings or seasonal sale items to all current and potential customers. The program allows us to analyze campaign data such as how many emails were sent as well as the open and clicked percentage. The emails all contain links to landing pages with product information and videos. Successful email blasts have included those on Fentanyl Detection, Confined Space Equipment, and Body Cameras. SOCIAL MEDIA In order to promote our brand and connect with our customers in the ever-changing age of technology, Safeware is active across multiple social media platforms such as Facebook, Twitter, LinkedIn, Instagram, and YouTube. Our dedicated social media manager posts engaging content on at least one platform a day keeping customers updated on information such as the location of our reps at Trade Shows, showing off the newest gadgets to hit the market, or sharing an informative article. We have also built an engaging YouTube channel that has been an extremely useful tool to share internally generated content on various campaigns including Body Cameras, Public Order, Inflatable Decontamination Shelters, Fire Protection, and more. Our videos allow our own knowledgeable staff and safety experts to demonstrate equipment for customers free of charge and are a great educational reference. CRM Our Customer Relationship Management (CRM) tool, Pipedrive, is connected to our marketing automation software, Pardot/Salesforce, allowing for a seamless flow between contacts, leads, and sales. This data capture allows us to better capture the successes of our campaigns. Specialized Content Our specialization in both government purchasing and specific end user technical disciplines enables us to appeal, alternatively, to the Fire, Police, Rescue Captain, or Buyer, with content that resonates with their specific mission. We maintain these specific databases and focus our campaigns on personal content specific to their role.
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38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Safeware would like to be promoted through Sourcewell digital marketing efforts such as email campaigns to Sourcewell members and end users as well as with promotion of our webinars, white papers, and products to relevant users. We would like user contact information for our marketing campaigns and leads that come through the Sourcewell platform or personnel. We expect the Safeware logo and offering to be included in Sourcewell marketing efforts such as collateral and material, displays and discussions at trade shows and webinars or speaking engagements where Sourcewell is present. Safeware will integrate a Sourcewell awarded contract into our sales process by engaging suppliers, end-users, and our internal company resources. Supplier Engagement - Scheduled national educational presentations (in-person and online) about Sourcewell to major suppliers - Joint calls to end-users & purchasing decision makers to introduce as well as reinforce the contract vehicle's benefits over other purchasing options - Joint participation and coordinated manufacturer/distributor campaigns at industry trade shows highlighting Sourcewell contract vehicle purchasing resource - Joint sales calls and presentations with individual manufacturers promoting contract and specific product and/or service to end-user and/or purchaser End-User Engagement - In-person demonstrations of products and trial evaluation programs 24/7 emergency response to public agencies for products and services in case of natural disasters and other emergencies Internal Company Engagement - Ongoing education about Sourcewell to existing as well as newly hired employees in all roles including outside and inside sales, customer service and upper management as the company expands. - Ongoing joint sales calls with territory managers - Product specific call campaigns by dedicated inside sales force specifically trained in core competencies related to contract offerings including Law Enforcement, Homeland security, Fire, EMS, USAR, Emergency Management, Security, and General Safety. - Monthly company-wide sales meeting to cover: - Progress on existing goals/projects - Identifying upcoming opportunities - Evaluating on-going strategies - Introduction and product knowledge about new products, technology, services and any changes regarding existing supplier portfolio. - Reinforcement of Sourcewell contract sales strategies - Troubleshooting any buying obstacles.
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39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our products are available through an e-procurement ordering process. Any customer has the ability to register for an account on our website which allows them to shop our extensive line of web items and add them directly to a shopping cart. Ordering directly from our website is easy. Simply sign into the ecommerce portion of our website, or register for a new account, which can be completed within 1-business day. Under the shopping tab, customers can use links to browse item categories or search for a specific part number. Once the desired item is located, users simply click "Add to Cart" and the items are added to a Shopping Cart. Users have the option to continue shopping or continue to checkout. The "Save Name Cart" feature allows a user to save a cart and return to it later. This feature is often used when building a cart for a specific PO that may take several days to complete. Simply save the cart (and optionally give it a name), and the saved cart can be retrieved at a later date. Users love this feature as it means they can continually build a cart until they are ready to purchase, even if that requires multiple days. Users can also shop with multiple carts at once, allowing for quick orders to be placed while another cart is saved for a longer period of time. The Checkout Wizard assists customers with a fast and easy checkout process starting by offering a selection of ship-to addresses already set up in our ERP system. Delivery method and billing information is selected, order is reviewed, and check out is completed. An order acknowledgment is immediately sent to the user upon checkout and another automated email sent upon item shipment with tracking information. The My Account area of the site can be controlled per user to allow or disallow certain functionality. Controlled access for each web user gives visibility to statements, invoices, purchase history, etc. allowing us to meet each customer's privacy needs. Upon placing an order, users will immediately receive an HTML formatted email containing their order details. Users can use this email to return to the site and check the status of their order. There is also a feature for Multiple Account Access which allows a single username to have access to multiple account codes. Utilizing this technology, a single user, or purchasing agent, can access multiple customer accounts to place orders, view invoices, purchase history, pricing, etc. This feature is especially useful for Public Agency buyers who may purchase for multiple departments within their Agency, ex. a city Police Department, Fire Department, and Public Works. Punch Out Sites Safeware currently has the ability to connect via punch out with several procurement applications such as SAP Ariba, Coupa, SciQuest, Equallevel, Oracle, SAP, and CommBuys and are actively seeking out new partnerships in this arena. We are also able to utilize direct API's with procurement agencies via EDI and have the ability to adapt to each agency's unique needs utilizing all of the major programming languages such as XML, cXML, OCI, etc. Our current website developers have implemented each of these using their proprietary system. Integration Safeware has successfully integrated with multiple public agencies' purchasing systems such as Sciquest, Equallevel, Ariba, Commbuys and Peoplesoft. These integrations are initially supported through our Marketing department and automatic order integration into our system is monitored.
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Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Safeware offers both added value and fee-based training to our contract customers. We offer services within the scope of this contract including: • Sizing and fitting • Train the trainer programs • Testing and evaluation samples and demo • Operator training • Regional Seminars on relevant topics such as fentanyl response and radiation safety We offer many services for a fee which can be found on our Technical Service Price List, including: • Respiratory fit testing • Level A Suit testing • Gear cleaning to NFPA standards • SCBA flow testing • Hydrostatic testing • Compressor service

41	Describe any technological advances that your proposed products or services offer.	The products that Safeware is offering represent the most current products in demand in the marketplace. This is everchanging. For example, recently based on customer demand, we added supplier Pendar to provide public entities with Chemical detection. We added supplier Skydio to provide drones that offer broader solutions than the drones currently in operation for traditional police use. As customer needs pivot, we adapt with the newest technology in the market. The proposed products specified here are the result of our passion to provide the very latest technology to our customers.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Safeware cares about the environment and makes every attempt to do business in a way that promotes sustainability by reducing our carbon footprint and greenhouse gasses. The following policies reflect our commitment to personal, global, and social responsibility: • Maximize electronic and paperless communication • Electronic ordering and billing • Use of teleconferencing and web presentations • Use of VMI, consignment and aggregate deliveries to reduce fuel consumption • Minimize square footage required at each location • Encourage telecommuting when feasible • Emphasize efficiency in all areas • Reduce air travel as much as possible • Reuse boxes in all warehouses • Purchase and choose post-consumer waste recycled paper for all printing, reports, catalogs, and flyers • Make recycling part of the company culture with convenient recycling bins for paper, cans, and bottles • Choose American Made products that do not have to travel as far to reach the end consumer Our strategy, as evident in our policies, aims to reduce waste and carbon footprint in all aspects of our business. Our VP of Operations is responsible for implementing and enforcing these green initiatives. Specific investments include recycling paper waste, aluminum cans, plastic bottles, toner cartridges, valves and metal cylinders, and replacing lighting to high efficiency ballasts with motion sensors. We utilize recycled products for shipping such as cardboard and fillers whenever possible and look to partner with suppliers that use green products. Safeware also accepts used batteries, cylinders and various scrap products at no charge from customers to assist in the recycling of these products. As far as product goes, while Safeware is dedicated to offering our customers environmentally preferable products wherever available, we have found that this industry lacks manufacturers with the same focus. Less than 1% of our suppliers offer environmentally preferable products. Due to the nature of products in the industry, product is often manufactured with the highest level of material to ensure safety rather than using recycled material that may not offer the same quality. End users are willing to pay for the product as is because they prioritize safety of the product over environmentally preferable product. We have contacted large manufacturers such as Dupont, 3M, and Honeywell, none of which have a significant offering of green designated product. We are continually revisiting this issue and will offer environmentally preferred product when our manufacturers do the same.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Safeware offers a range of eco-friendly products that are found on our website in the "Green Products" category. Users can sort through Green Products by browsing or using filters to quickly find the relevant items. Though none of our products specifically have any third-party environmental certifications, a number our products are classified as "green" or environmentally friendly including: • ShowaBest Biodegradable gloves • Rayovac and Duracell rechargeable batteries • LED flashlight • Moldex non-PVC plugs • Cotton and Polyknit glove recycle programs • Presoaked chemical wipes • All-Natural oil-sorbent products • Simple Green • Environmentally safe firefighting foam	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Safeware is not a certified WMBE, SBE, or Veteran Owned Business. We are self-certified as a Small Business in the federal space. We enjoy and seek out opportunities to partner with local WMBE, SBE, DBE and other designated businesses when the opportunity presents itself and is in the best interest of the customer.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Safeware is a unique supplier in the public safety and emergency management market. The channel was established based on a fragmented network of independent dealers. This dealer network was designed to accommodate a large number of customer departments, some of them volunteers, which represented a fragmented and difficult to reach customer base requiring highly specialized products. The dealer channel was established so that a vast network of very small, independent dealers would cover this large quantity of small departments in a specified region. The manufacturers could not directly reach these end-users, so they focused on the larger departments and drew that business through the local dealer who carried the same products to the locals in the area. This traditional market has served the public safety and emergency management market for many years, and many quality small distributors continue to serve these local markets. Safeware has brought a national presence to the public safety and emergency management market. Our market focus has flourished around the users in the departments who are historically underserved with growth centered around HAZMAT and Rescue and Dive equipment, for example. We have been market leaders in providing ballistic protection in fire teams and providing timely response innovations such as tourniquets, plates, and carriers for Police and Fire, fentanyl response, and pandemic/virus supplies. Safeware has a market focus in the US's largest cities, and we provide personal, hands-on service in these markets with local representation. Over the past ten years, our efforts to create a national footprint with local service representation have resulted in a unique approach to this market.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	The scope of this contract is very broad and involves thousands of products, each of which has its own warranty. There is no general answer to the overall warranty for products though we are proud of our reputation for solving customers concerns in a timely and satisfactory manner. Safeware honors all applicable manufacturers' warranties. Products purchased under this contract will be covered by the warranties established by the manufacturer.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Manufacturers' warranties almost always cover workmanship and normal wear and tear. There are typically exclusions for failure due to customer neglect or improper use.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	We are not aware of any manufacturers' warranties that cover these costs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have no territory restrictions regarding warranty support.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All items for this contract are provided by Safeware. We do not refer customers to the manufacturer for warranty support. Rather, we coordinate all applicable warranty support for our customers. Safety concerns and recalls of products are tracked by our Quality Manager to insure a timely response. Warranty claims and concerns can be handled by contacting a Safeware representative who will have an RMA issued for the product and oversee the repair or replacement of products covered by manufacturer's warranties.	*
51	What are your proposed exchange and return programs and policies?	We offer a 60-day policy for refund and exchange of non-custom merchandise. If the end user does not contact us within 60-days of receiving products, we cannot guarantee a return or exchange. Return Policy: All returns and exchanges must be authorized by a company representative and a Return Material Authorization (RMA) must be issued to the requesting entity prior to any return shipment. Returns may be subject to a restocking fee per the Original Equipment Manufacturers (OEM) requirements. Return freight is the responsibility of the customer. Refunds will only be provided on new product in OEM packaging. Safeware reserves the right to withhold outbound freight costs from any issued credit. All returns must be returned to Safeware within 30 days of RMA issuance or RMA will be cancelled.	*
52	Describe any service contract options for the items included in your proposal.	Safeware is including a services price list with our proposal. Service contracts based on this service pricing are available under the proposed agreement.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Our payment terms are Net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Any item listed on this contract may be offered as a leased item. Purchase orders for leased items must be made out to the leasing agent, however Safeware holds the leasing agent responsible for reporting to us so that these contract sales will be reported to Sourcwell and included in the administrative fee.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Safeware is flexible. We do not have any standard transaction documents that customers are required to utilize.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, Safeware accepts P-Cards and there are no additional costs to pay with a P-Card.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Safeware's proposed pricing model for this contract is a Percentage Discount from Catalog/Category. A uniform discount taken from the published Safeware Catalog Price will be offered across all product categories in this contract, and a separate discount will be offered for all services. The discounts will be applicable for all products and services in the Safeware Catalog, which is encompassed of individual price files for each of our vendor partners. See Safeware Pricing Attachment for discounts by Category as well as a Supplier/Manufacture list of currently available product lines. We have also attached over 220 of our current Catalog Price files. The products included in this RFP response will be defined as those products found in the Safeware Catalog. The Safeware Catalog will be available online* and may be updated at any time, though the stated contract discounts will not decrease for the life of the contract. The prices indicated in these files will represent the ceiling price for the contract. Contract Prices may be reduced at any time. *Exception: Please note that due to national security concerns, certain security sensitive product price lists will be provided upon request and will not be available online. Catalog Updates Our suppliers are constantly updating their products lines in order to provide our public safety customers with the newest technologies, items, and services to keep them safe. Because of this ongoing innovation, Safeware in turn is constantly updating our catalog based on new manufacture relationships and updating price files with additional product, removing outdated and discontinued products, and editing products part numbers and descriptions. As a consequence of the extreme economic circumstances, some suppliers and items require frequent price updates. Due to the vast number of product lines and SKU's included in the scope of this contract, such changes are expected to take place daily so Safeware proposes the following Product and Pricing Change Protocol: Safeware's Contract Pricing will be available online	*

		via our individual Catalog Price Lists for each of our suppliers. The posted price lists will demonstrate the current contract pricing, which will be updated in real time as needed. Once per quarter, Safeware will provide Sourcewell with an updated Contract Supplier List, along with a list of price files that have been updated in the previous 3 months. Upon request, we will provide copies of the updated price lists (which can also be found online) as well as details to justify the changes. Catalog Location/Access Safeware Catalog Pricing will be located on our website. Because we know that not all government procurement departments work the same, we have developed several methods for checking compliance with our contract pricing. Upon award, we will create a landing page for Sourcewell customers to view the Public Safety and Emergency Management Contract Documents and Contract Supplier List. Pricing will be made available in the following formats: 1. PDF Catalog Price Files will be published to our website, accessible to customers with a login/password (temporary login information is below). 2. PDF Catalog Price Files will be published to a file sharing website either Exavault or OneDrive, accessible to anyone with the link. 3. Items available through our website will show Safeware Catalog Price as well as the contract discount to customers who are logged into our website. Website Link: https://www.safewareinc.com/ Username: sourcewellcustomer@safewareinc.com Password: Sourcewell@12345	
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sourcewell members will receive a 41% discount off Safeware Catalog List price for products and a 10% discount for Services and Training. Market Basket In order to demonstrate the depth and breadth of products offered, as well to provide an example of our pricing, we have created a Market Basket of items that are a representative sample of the items we will provide as part of this contract. Please see Safeware Pricing Attachment for the Market Basket.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Safeware routinely offers our state and local government customers functional discounts on one-time large purchases. Sales greater than \$20,000 may be eligible for additional price discounts from manufacturers and are flagged in our system to indicate that additional price concessions should be sought from the manufacturer. Additional discounts will be evaluated and offered on a case-by-case basis. Such discounts may occur for myriad reasons including volume, quantity, special manufacturer discounts, or Dealer of Record (DOR) programs. Safeware makes a practice of passing along additional discounts to our customers, so the discounts offered for product will always be at least 41% (10% for services). Many Safeware customers have their own rebate and incentive programs based upon customer requirements. Rather than offering a single program for all public agencies, we will continue to follow the incentives provided by individual customers. Such rebates are not formulaic, but we will work with each specific municipality to offer rebates specific to their purchase.	*

60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	If a customer requires an item not currently found in the Safeware Catalog, Safeware will provide a quote for such request and the item will be added to the Safeware Catalog for future contract ordering. The minimum discount will remain 41% for products and 10% for services. Safeware anticipates adding additional product to this contract as we form relationships with new suppliers in the Public Safety market. When this occurs, we will add the new product lines to our online catalog, via a Safeware Catalog Price file for that manufacturer. Additions to the contract will be an on-going process, and quarterly updates will be communicated to Sourcewell per the process detailed in question 57 above.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All costs of acquisition are included in the item pricing. There will be no third-party costs imposed on the customer. If installation or training is required, it will be quoted to the customer before the sale and will be listed as a separate line item on the quote.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Standard ground shipping to the contiguous United States (lower 48) will be included in the pricing for Sourcewell Members. Any expedited, over-night, courier, and any other nonstandard ground shipping deliveries will be billed. Additionally, HAZMAT fees will be billed. NOTE: HAZMAT fees, which are imposed by the shipper, will be billed at cost, but are typically \$39/case of material shipped. Safeware also provides technical service to items sold through the contract. When customer owned equipment is sent to Safeware for maintenance or repair, the customer will be responsible for those costs.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight will be billed on all contract orders delivered to Alaska, Hawaii, US Territories, and Canada. This includes standard, expedited, over-night, courier shipping or any other nonstandard shipping. Additionally, HAZMAT fees will be billed. NOTE: HAZMAT fees, which are imposed by the shipper, will be billed at cost, but are typically \$39/case of material shipped.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Safeware has vast experience in dealing with national emergencies that have required the use of unique delivery methods. (See response to Table 6, question 30.) We have shipped products using next flight out, expedited ground shipping, and have also booked cargo planes, hired couriers, and even utilized helicopter delivery. Safeware is very familiar with special ways to get product to our customers when conventional methods do not meet requirements	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
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66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	Safeware has enjoyed over a decade of experience with national cooperative contracts. During that timeframe, we have learned techniques and systems to employ that assure contract compliance and pricing auditability. Our proposal includes pricing calculated by a uniform discount applied to an electronic Safeware list price. This allows our internal system tied to the Sourcwell contract to follow a formula that can only create a price by applying this discount level to the Safeware list price. All orders are placed by our internal customer service team and our internal system will flag any questionable items or proposals that do not match this formula. This same system allows us to track sales by a Sourcwell contract code and providing up to date spend analysis and reporting. This code applies to any eligible customer for Sourcwell in our system and will capture all contract sales referencing this number. This process allows both Safeware and Sourcwell to be confident that the fee reported to Sourcwell and paid by Safeware is in accordance with the contract.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	As previously discussed, we have a system in place that will track every Sourcwell contract order. With this information, we can create a wide variety of reports that will look at growth in sales across individual customer, customer class, or even region. We distribute weekly reports to our sales team around orders placed, orders shipped, and orders that have billed. We summarize our sales for our group each month and will include this Sourcwell contract to create a visual of sales growth and success with the contract.	*
68	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Safeware understands that there are soft costs included with soliciting, awarding, managing, marketing and promoting a cooperative contract. We appreciate the opportunity to have this vehicle available for customers to save them the costs of this process and get the safety products that they need in an expeditious and efficient manner. Having said that, Safeware has built a brand in the marketplace over the past 40 plus years as the go-to supplier for public safety needs. Our field team will be promoting this cooperative vehicle with their customer contacts and actively engaging customers in the field. Safeware is a national distributor of safety products and because of that we operate on a limited amount of gross profit per sale, often single digits of margin. We do not operate like many other manufacturers who can just include an additional percentage in their list price to cover a cooperative fee. Our proposal also includes shipping in the price of each item which will come directly out of that gross profit number. Furthermore, a single or dual award will result in larger opportunities for both Sourcwell and Safeware. After taking these considerations into account, Safeware proposes the following administrative fee options for all Sourcwell contract sales: • Two or less vendors are awarded a contract - o 1.5% Admin fee • Four or less vendors are awarded a contract - o 1.0% Admin fee • Five or more vendors are awarded a contract - o 0.75% Admin fee We can pay this fee quarterly or annually based upon closed contract sales. This will not be listed as a separate line item or fee to the end using entity and will be paid by Safeware directly out of our gross profit on all Sourcwell contract sales.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are Public Safety and Emergency Management experts. Safeware maintains relationships with a myriad Public Safety manufacturers and vendors and is constantly making new partnerships as we discover new and innovative product lines. Safeware is proposing products and solutions that meet the requirements of all the categories outlined in this RFP. We are submitting Safeware Catalog Price files for over 220 of these manufacturers, including a Safeware Technical Service Price File, (See Pricing Zip File) and will continue to update our offering for the life of the contract. A Supplier/Manufacture list of currently available product lines can be found as an attachment in the Pricing Zip File. Safeware is more than a provider of product – we offer an entire spectrum of capability. When a public entity has a specific need or requirement, whether it is a product or service, we have the capacity to source and fulfill those needs in a timely fashion for every category. Here are examples of the types of products offered in each of the categories: • Law Enforcement and Corrections: Safeware offers a full suite of Law Enforcement and Corrections products and solutions. Examples include, but are not limited to, ballistic protection, biometrics, cameras and accessories, civil disturbance, clothing, communications equipment, crime scene equipment, security operation centers and control room equipment, license plate recognition, detection, device mitigation, drones, duty gear, enterprise systems, eye protection, forensics, hand, head and face protection, optics, radio communications, K9 and animal supply, respiratory protection, real time crime centers and emergency operations centers, robotics, PSIM, safety and security tools, security consulting, training and simulations, tactical wear, tactical medical and first aid supplies, video and sound analytics, facial recognition, security center display walls, corrections access controls and locks, doors, gates, fencing, and key management, video surveillance, visitor management, suicide radar and more. • Fire, EMS, and Search and Rescue: Safeware offers a full suite of Fire, EMS, and Search and Rescue products and solutions for first responders. Examples include, but are not limited to, clothing, communications, drones, equipment storage, first aid, lighting, hand and foot protection, gas detection, HAZMAT response, head and face protection, decontamination, rescue gear, respiratory protection, robots, service, suppression, technical rescue gear, tents and shelters, thermal imaging, video and sound analytics, tools, training, turnout gear, workwear and more. • Medical, Health Service and Public Health: Safeware offers a full range of Medical, Health Service and Public Health products and solutions for Sourcewell Members. Examples include, but are not limited to, PPE, respiratory protection, disinfection equipment, medical surge, medical supplies and devices, public health shelter systems, utility shelters, medical surge beds, traffic safety, training, vapor detection, panic alerts and more. • Human Services, Housing, Homelessness, and Mental Health: Safeware offers a full range of Human Services, Housing, Homelessness, and Mental Health products and solutions for customers. Examples include, but are not limited to, temporary shelters, cots, temporary showers, decontamination supplies, temporary offices, walk thru detection, bottled water, MRE's, PPE, video surveillance, fencing and more. • Emergency Management: Safeware offers a full range of Emergency Management products and solutions for natural and homeland disasters, crises, civil disturbance, pandemics, and any other emergency that may arise. We offer a 1-800 number for Sourcewell Members to call 24/7. Examples include, but are not limited to, shelters, rescue gear, first aid, filtration systems, PPE, HAZMAT response, respiratory protection, decontamination, training, CERT equipment, mobile command equipment and more. • Public Utilities and Public Works: Safeware offers a full range of Public Utilities and Public Works products and solutions. Examples include, but are not limited to, clothing, protection kits, barricade tapes, chemical protective, communications equipment, confined space, enterprise systems, footwear, protective gloves, hard hats, hearing protection, lockout tagout, repellent, respirator/air filtration, respiratory protection, safety eyewear, signs, turnout gear, workwear, emergency eye wash, water safety, hi-visibility apparel and outerwear, fall protection, detection, security consulting, design engineering, installation and service and more. • Transit and Transportation: Safeware offers a full range of Transit and

		Transportation products and solutions. Examples include, but are not limited to, fall protection, head, hearing, eye and face protection, biometrics, drones, training, thermal cameras, communications equipment, enterprise systems, gas detection, security screening and threat detection, security operations centers and control room equipment, PSIM, video and sound analytics, facial recognition, security center display walls, video surveillance, security consulting and more. • Providers of services similar or related to the services described in subsections above: - o Services: Safeware provides value added services, including but not limited to: SBCA maintenance and repair, SCBA flow testing, cylinder hydrostatic testing, fit testing, CBRNE instrument calibrations and repair, level A suit testing, fire hose testing, PPE cleaning, air compressor repair and maintenance and breathing air testing. - o On-Site Training Services: We offer many services that require on-site training or testing to insure proper use of equipment for end users. Such services include, but are not limited to: - Respirator Fit Testing - Product training/operation - Donning/doffing PPE - Fitting helmets - Fitting PPE - Fitting uniforms, boots - Confined Space entry training - Sign surveys - Eyewash surveys - OSHA compliance surveys - o Training: Our training includes, but is not limited to, the following categories: - Drug Enforcement - Active Aggressor - Drone - Rope Rescue - Hazardous Chemical - Public Order Strategy - o Consulting: Our sales representatives advise customers on proper equipment needed for specific situations. Examples of this include Safeware's offering of public order gear in which we have been pioneers in the industry. - o Leasing/Financing: Any item listed on this contract may be offered as a leased item. Purchase orders for leased items must be made out to the leasing agent, however, Safeware holds the leasing agent responsible for reporting to us so that these contract sales will be reported to Sourcewell and included in the administrative fee. - o Garment Services: Safeware offers embellishments and alterations as a component of our uniform offering. - o Trade-Ins: Safeware offers trade in programs for contract purchases. These are either special offers from a manufacturer for a specific period of time, or a special incentive offered for a particular piece of business. The Trade-In Program is as follows: - A Safeware quote will provide the Contract Price for the new item as well as the Trade-In Value of the item being traded in. The customer will be given a Contract Price Net of the Trade-In. This quote will reference the customer's intent to trade-in material. For example: if the Contract Price for the new item is \$100 and the Trade-In Value is \$25, then the Net Contract Price will be \$75. - Upon receipt of order, the Trade-In materials will either be picked up by a Safeware representative or a representative will send a return label for shipment.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Law Enforcement and Corrections: • Aviation Supplies • Canine • Crime Scene Equipment • Detection of Hazardous Substances • Domestic Security • EOD/Bomb Equipment • Incident Management • License Plate Recognition and Related Products • Major Crimes / Gang • PPE

- Real Time Crime Center
 - Search and Rescue
 - Tactical Entry
 - Training
 - Any Related Products and Services
- Fire, EMS, and Search and Rescue
- Decon Equipment
 - Detection
 - Electrical Battery Safety
 - PPE
 - Rescue Equipment
 - Training
 - Any Related Products and Services
- Medical, Health Service and Public Health
- Field Hospitals and Equipment
 - Injectors
 - Medical Devices
 - Mobile Mortuary
 - Pandemic Response
 - PPE
 - Radiation Safety
 - Stop the Bleed
 - Any Related Products and Services
- Human Services, Housing, Homelessness and Mental Health
- Bottled Water
 - Decontamination
 - MRE's
 - Physical Security/Detection
 - Portable Housing/Shelters
 - Shelter in Place
 - Any Related Products and Services
- Emergency Management
- CERT Equipment
 - Climate Catastrophe Planning
 - Emergency Shelter
 - Flood Response and Detection
 - Incident Management
 - LCP Water Filtration
 - Mobile Command
 - Any Related Products and Services
- Public Utilities and Public Works
- Bridge and Line Inspection and Safety
 - Detection
 - Electrical Safety
 - PPE
 - Water Safety
 - Any Related Products and Services
- Transit and Transportation
- Aviation
 - Detection
 - Fall Protection
 - PPE
 - Training
 - Any Related Products and Services
- Services for Public Safety and Emergency Management Solutions
- Product Services
 - On-Site Training Services
 - Training
 - Consulting
 - Leasing/Financing
 - Garment Services
 - Trade-Ins
 - Any Related Services

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions offered within your proposal are intended for use by the types of entities listed. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Law enforcement and corrections	☒ Yes ☐ No	The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by this category.	*
72	Fire, EMS, and Search and Rescue	☒ Yes ☐ No	The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by this category.	*
73	Medical, Health Service, and Public Health	☒ Yes ☐ No	The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by this category.	*
74	Emergency Management	☒ Yes ☐ No	The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by this category.	*
75	Public Utilities and Public Works	☒ Yes ☐ No	The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by this category.	*
76	Transit and Transportation	☒ Yes ☐ No	The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by this category.	
77	Providers of services similar or related to the services described in line items 71 - 76 above	☒ Yes ☐ No	The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by all the above categories.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Safeware_Pricing_080922_2022.8.8.zip - Monday August 08, 2022 15:22:25
- [Financial Strength and Stability](#) - FinStrength_12.Safeware_FinState2021.pdf - Monday August 08, 2022 15:45:06
- [Marketing Plan/Samples](#) - Marketing Plan Documents.zip - Friday August 05, 2022 09:12:52
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples (optional)
- [Upload Additional Document](#) - Additional Documents.zip - Thursday August 04, 2022 14:03:19

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mary Pelfrey, Executive Director, Safeware, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

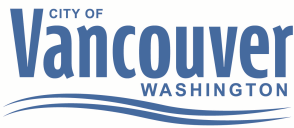
File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Thu August 4 2022 10:54 AM	☒	1
Addendum_10_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Mon August 1 2022 04:32 PM	☒	2
Addendum_9_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Thu July 28 2022 04:03 PM	☒	1
Addendum_8_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Wed July 27 2022 10:43 AM	☒	1
Addendum_6_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Thu July 21 2022 04:32 PM	☒	1
Addendum_5_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Thu July 14 2022 03:16 PM	☒	1
Addendum_4_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Wed July 13 2022 01:21 PM	☒	1
Addendum_3_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Mon July 11 2022 02:31 PM	☒	1
Addendum_2_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Fri July 8 2022 01:36 PM	☒	1
Addendum_1_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Thu June 30 2022 01:20 PM	☒	2

Safeware #080922-SAF

Pricing for contract #080922-SAF for Sourcewell participating agencies is as listed below.

Safeware Catalog – 41% off list price

Services and Training – 10% off list price



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

Purchase Order #:	PO-66783
Revision #:	1
Effective Date:	3/18/24
Contract #:	C-101384

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

Safeware Inc.
 4403 Forbes Blvd
 Lanham, MD 20706

Submit Invoice To:

City of Vancouver
 Allen Carman
 PO Box 1995
 Vancouver, WA 98668
 Allen.Carman@cityofvancouver.us
 accpay@cityofvancouver.us

Ship To:

City of Vancouver
Allen Carman
 Police - Headquarters (Evergreen Blvd)
 605 E Evergreen Blvd
 Vancouver, WA 98661

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

Allen Carman / (360) 487-7495 Allen.Carman@cityofvancouver.us

Line #	Line Description	Qty	UOM	Unit Price	Tax	Amount
1	QUOTATON #10074874 PARCIAL SHIPMENTS ARE OK TMW 80-CAK-BP EXFIL PELTOR Q-R ADAPTER BACK PLATE SET QUICK RELEASE	87	Each	15.55	117.70	1,352.85
2	MMM ARC PELTOR ARC, LEFT & RIGHT SIDE ATTACHEMTN ID 7000128144	87	Each	58.07	439.53	5,052.09
3	TMS 73-R3-21S-E21 EXFIL BALL HELMET, 3.0 COLOR BLANK 50 SIZE MD/LG 37 SIZE 2XL	87	Each	1,076.83	8,150.53	93,684.21
4	TMW 76-VBA-BK1 EXFIL BALLISDTIC VISOR BACK 50 SIZE MD/LG 37 SIZE 2XL	87	Each	247.28	1,871.66	21,513.36
Subtotal:						\$121,602.51
Tax:						\$10,579.42
Total:						\$132,181.93

Note to Supplier

Acceptance of this purchase order shall bind the Contractor to the City's terms and conditions, which can be reviewed at <https://www.cityofvancouver.us/business/procurement-services/>. No other agreement shall modify said terms and conditions, unless a Contract Number is listed on the first page of the purchase order, in which case, the Supplier Contract terms shall govern in the event of any conflict with the City's terms and conditions.

The Public Safety #080922 Contract and Amendments thereto ("Master Contract") between the Contractor and Sourcewell adopted and incorporated herein by this reference. The City shall be afforded all rights and privileges as "Sourcewell" under the terms of the master contract.

DRAFT



Authorized Signature

Staff Report: 077-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/15/2024

SUBJECT Capital Facilities Lease Agreement - City of Vancouver and Washington State
Department of Transportation

Key Points

- The City of Vancouver's Public Works Construction Services Division will lease 15,306 square feet of office space and 470 square feet of secured storage space at WSDOT Headquarters located at 11018 NE 51st Circle, Vancouver for a period of five (5) years with two 5-year extension options.
- The lease rate is a five-year fixed rate of \$19.82 per square foot for office and \$10.50 for secured storage.
- Annual lease cost is \$308,306.53, which is comparable to the rate the division currently pays in the current location at VPD East Precinct.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise.

Present Situation

The City of Vancouver's East Precinct facility currently houses both VPD and the Public Works Construction Services Division. VPD occupies 16,178 SF and Construction Services occupies 10,000 SF. VPD growth in staff and space needs requires additional space at VPD East Precinct; relocating Construction Services to alternate space was determined to be appropriate to provide this additional space for VPD.

Washington State Department of Transportation (WSDOT) headquarters building located at 1018 NE 51st Cir, Vancouver, WA 98682, was identified as viable space for Construction Services based on the location, lease rate, square footage availability that meets Construction Services current and projected staffing needs, and synergy and partnership opportunities with WSDOT.

The lease agreement negotiated with WSDOT is for approximately 15,776 square feet for a Five-year (5-year) period. The lease rate will be a fixed rate of \$19.82 per square foot of office and

\$10.50 per square foot of secured storage for the five-year term.

VPD East Precinct Background: In 2005, the City of Vancouver Police Department, Public Works and Parks & Recreation collaborated to build the VPD East Police Precinct facility and adjacent neighborhood park.

At that time, both the Police Department and Public Works Construction Services were leasing space at non-city owned facilities. This collaboration resulted in the ability to build a new east precinct that would accommodate VPD and Construction Service's then current needs and provide future growth space for VPD.

Advantage(s)

1. Provides space to accommodate Construction Services' current and future staffing needs.
2. Returns 10,000 square feet of space to VPD to accommodate their anticipated program needs.

Disadvantage(s)

None anticipated.

Budget Impact

Moving Construction services to the new location will result in the General Fund revenue loss of approximately \$112,000 in 2024 and \$396,500 in annual on-going revenue.

Prior Council Review

None

Action Requested

Ratify the attached Capital Facilities Lease Agreement between the Washington State Department of Transportation and City of Vancouver and authorize the City Manager or his designee to execute the document.

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

ATTACHMENTS:

- ▢ Capital Facilities Lease

**WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
CAPITAL FACILITIES LEASE**

THIS LEASE (Lease) is made and entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (hereinafter called WSDOT) and CITY OF VANCOUVER, WASHINGTON (hereinafter called TENANT).

RECITALS

A. The land, improvements, and premises to be leased are not presently needed solely for highway purposes.

B. WSDOT is granted authority to lease property and improvements under RCW 47.12.120, and WSDOT deems it to be in the public interest to enter into this Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED THAT:

1. PREMISES. WSDOT does hereby lease to TENANT and TENANT does hereby lease from WSDOT, the premises and parking, which consists of approximately 15,776 square feet, more or less, located at 11018 N.E. 51st Circle, Vancouver, WA 98682, in two separate buildings. SW Region HQ building has 15,306 square feet and QEC building has 470 square feet, and as further shown on **Exhibits A1-A3**, attached hereto and by this reference incorporated herein (Premises).

2. CONDITION OF THE PROPERTY. WSDOT and TENANT acknowledge that they have jointly examined the Premises and TENANT accepts said Premises in its present condition as of the Commencement Date of this Lease.

3. USE OF PREMISES.

A. TENANT's use of the Premises is limited to 15,306 square feet of office space in the SW Region building and 470 square feet in the QEC building, for up to 68 employees. **Exhibit A-4** identifies the location of 31 assigned parking spaces and the remaining 37 parking spaces are in the general parking area. TENANT will occupy the office space during the core "business" hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Access to and use of the Premises outside

of business hours have been approved by WSDOT; no further coordination and/or approval is needed. TENANT's occupancy or use of the Premises and improvements, if any, shall not interfere with the use, safety, appearance, nor the enjoyment of the highway facility, nor produce fumes, vapors, odors, drippings, droppings, or discharge of any kind.

B. In using the Premises, TENANT shall comply with all policies and regulations, including, but not limited to chapter 47.42 RCW et seq. and WAC 468-66 et seq., heretofore adopted or hereafter promulgated by WSDOT relative to the location, operation, and maintenance of improvements located on the Premises.

C. In using the Premises, it is expressly agreed that TENANT shall (1) comply with all applicable federal, state, and local laws, ordinances, and regulations, including zoning and environmental requirements that are in force or which may hereafter be in force, and (2) secure all necessary permits and licenses for the uses of the Premises authorized in this Lease.

D. TENANT shall have full and complete access to the Premises shown on **Exhibits A1-A4**, attached hereto and by this reference incorporated herein.

E. TENANT shall not commit or allow to be committed any waste upon the Premises nor allow any public or private nuisance.

F. No new construction by TENANT is permitted on the Premises for the duration of this Lease;

G. Signs, display lights, or advertising media/materials are not permitted on the Premises unless written approval is obtained from WSDOT. Approval will not be unreasonable withheld.

H. TENANT shall have limited access to SWR IT Network/Equipment Space. Further details shown on **Exhibit C**.

4. TERM. The term of this Lease shall commence on April 16, 2024(Commencement Date) and shall be for Five (_5_) years, terminating at 11:59 p.m. April 15, 2029.

5. RENEWAL.

A. This Lease may be renewed by TENANT for two (2) additional five (5) year periods (Renewal Period); provided that: (1) TENANT is not in default and has not been in default during the term of this Lease; (2) there is no public need for the Premises; (3) TENANT's continued use under this Lease does not impair the safety or operation of WSDOT's highway, improvement, or facility, as solely determined by WSDOT; and (4) the terms and conditions of

this Lease conform to then existing WSDOT policies or practices, laws, regulations and contracts, or provided, TENANT is willing to amend this Lease to bring it into compliance with such policies, practices, laws, regulations, and contracts.

B. The Renewal Period shall be on the same terms and conditions as set forth herein, except as modified by any changes in policies, practices, laws, regulations, or contracts and as reflected in a written amendment signed by both parties. TENANT shall give notice of its intent to renew this Lease for the Renewal Period at least ninety (90) calendar days, but not more than six (6) months, prior to the expiration of this Lease, or any extension thereof.

6. HOLDING OVER. In the event TENANT shall hold over or remain in possession of the Premises with the consent of WSDOT after the expiration of the stated term of this Lease, or any written extension or renewal of the term of this Lease, such holding over or continued possession shall create a tenancy from month-to-month only, upon the same terms and conditions as are set forth herein; provided that, WSDOT or TENANT may, in addition to other remedies provided elsewhere herein, terminate this Lease for any reason with not less than twenty (20) calendar days prior written notice.

7. RENT. TENANT covenants and agrees to pay rent for the Premises to WSDOT monthly, in advance on or before the 1st day of each calendar month (Due Date). Beginning on the Commencement Date stipulated herein, Rent shall be paid at the initial fix monthly rate, in the amount of Twenty Five Thousand Six Hundred Ninety Two and 21/100 Dollars (\$ 25,692.21). Partial month will be prorated. TENANT warrants that it is not required to pay Leasehold excise tax (LET) by RCW 82.29A.020 (1), (a). TENANT has provided WSDOT supporting documentation from DOR.

8. RENT ADJUSTMENTS: Should TENANT hold over, the following apply:

A. Rent as provided in **Exhibit B (Billing #1 RENT)** will be fixed amount annually throughout the first five-year term of the lease.

B. Every five (5) years, WSDOT shall re-calculate and adjust the monthly Rent by calculating the Cost Recovery Rental amount that reflects changes in WSDOT building expenditures and Department of Enterprise Systems fees. WSDOT shall give not less than thirty (30) calendar days prior written notice to TENANT that a Rent Adjustment has been made. This notice shall include the amount of the adjusted Rent and the date the new Rent is to become effective.

C. Failure or refusal by TENANT to pay the adjusted rental rate shall constitute a default of this Lease for which WSDOT may terminate with not less than thirty (30) calendar days prior written notice.

9. RENT PAYMENTS PAYABLE TO: Washington State Department of Transportation. Mail monthly rent payments to:

DEPARTMENT OF TRANSPORTATION (Mailing Address)
Attn.: Property Management Program Manager
P.O. Box 47339
Olympia, WA 98504-7339

DEPARTMENT OF TRANSPORTATION (Physical Address)
Attn.: Property Management Program Manager
7345 Linderson Way SW
Tumwater, WA 98501

10. RECOVERABLE COSTS.

Recoverable Costs will be calculated with a pro-rata-based cost recovery model. This model is based on the percentage of WSDOT space TENANT occupies within the WSDOT owned office buildings and parking facilities located at 11018 N.E. 51st Circle, Vancouver, WA 98682. The TENANT occupies 15,306 square feet, amounting to 15.13% of the WSDOT building area. The TENANT will be invoiced for actual expenses for: Custodial, Energy, Refuse, Water/Sewer and Pest Control monthly. Partial month will be prorated. and for the variable INDIRECT COST RATE per **Section 11** and payable to address provided in **Section 12**.

11. INDIRECT COST RATE.

The TENANT agrees to pay WSDOT the Indirect Cost Rate at the current rate 14.55% monthly. Indirect Cost Rate would apply to Recoverable Costs only. The Indirect Cost Rate shall be subject to periodic adjustments under WSDOT's Indirect Cost Allocation Plan as required by CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

12. RECOVERABLE COSTS PAYMENTS PAYABLE TO: Washington State Department of Transportation. Mail payments to:

WASHINGTON DEPARTMENT OF TRANSPORTATION
ATTN: Cashier
P.O. Box 47305
Olympia, WA 98504-7305

12a. PAYMENTS MUST INCLUDE.

WSDOT LEASE NUMBER ON PAYMENT.

13. CHARGE FOR LATE PAYMENT/NSF CHECKS.

A. If any sums payable to WSDOT under this Lease are not received by the fifteenth (15th) calendar day following its Due Date (except for Section 8.2 for utility payments), TENANT shall pay WSDOT, in addition to the amount due, for the cost of collecting and handling such payment, an amount equal to the greater of Twenty-five and no/100 Dollars (\$25.00) and one percent (1%) of the delinquent amount. In addition, all delinquent sums payable by TENANT to WSDOT and not paid within fifteen (15) calendar days of the due date shall, at WSDOT's option, bear interest at the rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is greater; provided that, if the highest rate allowable by law is less than twelve percent (12%), interest charged hereunder shall not exceed that amount. Interest on all delinquent amounts shall be calculated from the original Due Date to the date of payment. Also there shall be a charge for any check returned uncollectable in accordance with WAC 468-20-900. WSDOT and TENANT agree that such charges represent a fair and reasonable estimate of the costs incurred by WSDOT by reason of late payments and uncollectable checks.

B. WSDOT's acceptance of late payment charges and/or any portion of the overdue payment shall in no event constitute an accord and satisfaction, compromise of such payment, or a waiver of TENANT's default with respect to such overdue payment, nor prevent WSDOT from exercising any other rights and remedies granted in this Lease.

C. When a delinquency exists, any payments received will be applied first to the late payment charge and late payment fees, next to delinquent rent, and any balance remaining to the current month's rent and LET, if applicable.

14. REIMBURSEMENT OF PREPAID RENT. All Rent for the Premises prepaid beyond the effective termination date will be retained by WSDOT; except that, if WSDOT terminates this Lease as provided in **Section 15** TENANT shall be entitled to a pro rata refund of any Rent prepaid beyond the effective termination date.

15. TERMINATION. This Lease may be terminated by either party upon not less than thirty (30) calendar days prior written notice to the other; provided, in the event of an emergency as determined by WSDOT, WSDOT may terminate this Lease with less notice or immediately, as deemed necessary by WSDOT. TENANT shall be entitled to a pro rata refund of any rent prepaid beyond the effective termination date only when WSDOT terminates this Lease for reasons other than a TENANT default or TENANT terminates this Lease for a WSDOT default.

16. ENCUMBRANCES. TENANT shall not encumber the Premises.

17. MAINTENANCE. WSDOT agrees to provide, at its sole cost and expense, all preventative or as needed maintenance to the Premises which TENANT is occupying. Such work shall include, but not be limited to, interior painting/cleaning, parking lot cleaning and exterior landscaping, roof/gutter maintenance and repair, restroom maintenance and repairs, HVAC maintenance and repairs, including filters and semi-annual system checks and maintenance, central plumbing maintenance and repairs, and lighting systems maintenance and repairs. TENANT will notify WSDOT that such maintenance is required and WSDOT shall provide written notice to TENANT specifying a reasonable period of time in which maintenance work will be completed; provided that, if an emergency exists, corrective measures must be immediately taken.

18. CONSTRUCTION. No construction of new or reconstruction of existing improvements is permitted without WSDOT's prior written approval. If WSDOT should authorize any work as contemplated under this section, TENANT covenants that any regarding, improvements, construction or reconstruction work on the Premises will not at any time during or after construction either damage, threaten to damage, or otherwise adversely affect any part or element of the Premises or highway facility or the operation thereof. TENANT shall provide for WSDOT's review and acceptance one (1) set of complete plans, details, and specifications and revisions thereto for grading and all improvements proposed to be placed on the Premises at least sixty (60) calendar days before the proposed work is to begin; no work shall be done without WSDOT's prior written acceptance of such plans. All construction work shall be done in conformity with the plans and specifications as approved. WSDOT may take any action necessary, including directing that work be temporarily stopped or that additional work be done, to ensure observation of the plans and specifications, protection of all parts and elements of the Premises and highway facility, as well as compliance with WSDOT's construction and safety standards. The improvements shall be designed and constructed in a manner that will permit access to the Premises for the purpose of inspection, maintenance, and construction when necessary. TENANT understands and agrees that WSDOT's review and acceptance of TENANT's plans, details and specifications or WSDOT's inspections are solely for the benefit of WSDOT and not for the benefit of TENANT or any third party.

19. IMPROVEMENTS. In addition to the provisions in **Section 18**, TENANT may install improvements on the Premises if WSDOT provides written authorization before such improvements are installed.

20. DISPOSITION OF IMPROVEMENTS. Except as provided elsewhere herein, upon termination of this Lease under any provision hereof, the improvements constructed or installed by TENANT on the Premises shall become the property of WSDOT or, at the option of WSDOT, shall be removed by TENANT at TENANT's sole expense in a manner prescribed by WSDOT. In the event TENANT fails to remove said improvements upon termination if required, WSDOT may

remove and dispose of the improvements as it deems appropriate at TENANT's sole expense. TENANT agrees and shall reimburse WSDOT for all expenses incurred in the removal and disposal of the improvements within thirty (30) calendar days of the date of WSDOT's invoice for such costs.

21. SIGNS/DISPLAY/ADVERTISING DEVICES.

A. Signs, display, or advertising devices are not permitted on the Premises unless they comply with chapter 47.42 RCW and chapter 468-66 WAC and are completely detailed on a separate plan sheet which WSDOT has approved in writing and incorporated by reference into this Lease. TENANT's sign, display, or advertising devices shall only identify ownership and type of on-Premises activities.

22. FENCES. Any WSDOT-owned fences in place at the time of execution of this Lease or relocated to separate the Premises from the traveled roadway will be maintained by WSDOT for the duration of the Lease. Nothing is to be attached to WSDOT's fence without WSDOT's prior written approval. If any fence is damaged as a result of TENANT's activities, TENANT will immediately repair such damage at its cost and to WSDOT's satisfaction; Provided that, if TENANT fails to immediately complete any repair, WSDOT may complete the repair and TENANT agrees to reimburse WSDOT for the cost of the repair within thirty (30) calendar days of the date of WSDOT's invoice.

23. PERSONAL PROPERTY. WSDOT shall not be liable in any manner for, or on account of, any loss or damage sustained to any property of whatsoever kind stored, kept, or maintained on or about the Premises, except for such claims or losses that may be caused by WSDOT or its authorized agents or employees. Upon termination of this Lease, WSDOT or its agent may remove all property remaining on the Premises at TENANT's expense and dispose of it in any manner WSDOT deems appropriate. TENANT agrees to reimburse WSDOT for the costs of such removal and disposal within thirty (30) calendar days of the date of WSDOT's invoice.

24. WSDOT'S RIGHT OF ENTRY/INSPECTION.

A. WSDOT, for itself, its agents and contractors, and for the Federal Highway Administration (FHWA), reserves the right to enter upon the Premises at any time without notice to TENANT for the purpose of inspection, maintenance, construction, or reconstruction of the building, highway facility or any element thereof, to perform security audits such as Homeland Security, or to perform environmental audits as provided for elsewhere in this Lease. WSDOT shall not be responsible for any loss of the use of the Premises due to WSDOT's exercise of such right. WSDOT shall in no way be responsible for any incidental or consequential damages due to such loss of use, if any, by TENANT.

B. WSDOT and FHWA may enter upon the Premises at any time without prior notice for the purpose of inspecting any excavation, construction, or maintenance work being done by the TENANT. In addition, WSDOT and FHWA may enter the improvements, if any, on the Premises at any time and without prior notice, for the purpose of inspection, maintenance, and repair of said improvements.

C. Entry upon the Premises and the improvements, if any, for any other purpose by WSDOT and FHWA shall be conducted with reasonable notice to TENANT between the hours of 8:00 a.m. to 5:00 p.m.

25. VACATION/RESTORATION OF PREMISES. Prior to termination or expiration of this Lease, TENANT shall cease its use of the Premises and, if directed by WSDOT, restore the Premises to its condition prior to TENANT's occupancy, reasonable wear and tear excepted. This restoration shall include the removal of personal property. This work shall be done at TENANT's sole cost and expense to the reasonable satisfaction of WSDOT. In the event TENANT fails to vacate and, if so directed by WSDOT, restore the Premises prior to the date of termination or expiration, TENANT shall be liable for any and all costs incurred by WSDOT arising from such failure and agrees to reimburse WSDOT for all such direct and related indirect costs within thirty (30) calendar days of the date of WSDOT's invoice for such costs.

26. NON-APPLICABILITY OF RELOCATION ASSISTANCE. TENANT acknowledges that the signing of this Lease and the occupancy of the Premises does not entitle TENANT to assistance by or through WSDOT under the Relocation Assistance - Real Property Acquisition Policy (chapter 8.26 RCW).

27. WSDOT RESERVATION OF RIGHT TO MAINTAIN AND GRANT UTILITY FRANCHISES AND PERMITS.

A. WSDOT reserves the right for utility franchise and permit holders to enter upon the Premises to maintain, repair and enhance existing facilities and install new utilities and, for itself, to grant utility franchises and/or permits across the Premises. Such installation will be accomplished in such a manner as to minimize any disruption to TENANT. The franchise/permit holder will be required to restore paving and grading damaged by the installation. WSDOT also reserves the right to withdraw portions of the Premises for uses such as, but not limited to, telecommunications transmission sites, which WSDOT determines to be reasonably compatible with TENANT's authorized use of the Premises.

B. TENANT shall not disturb markers installed by a franchise/permit holder and will contact and provide notice to any franchise/permit holder and all owners of underground facilities prior to any excavation. TENANT shall contact WSDOT and call the Underground Utility

Locating Service, or its successor organization, as part of its efforts to ascertain any and all owners of underground utility facilities and to locate the utility. TENANT shall not damage legally installed underground utilities. TENANT shall comply with all applicable provisions of chapter 19.122 RCW relating to underground facilities.

28. TAXES/ASSESSMENTS. TENANT agrees to pay all taxes and assessments which are the result of TENANT's use of the Premises and/or which may hereafter become a lien on the interest of TENANT in accordance with RCW 79.44.010. TENANT shall pay all taxes which may hereafter be levied or imposed upon the interest of TENANT or by reason of this Lease.

29. LIENS.

A. Nothing in this Lease shall be deemed to make TENANT the agent of WSDOT for purposes of construction, repair, alteration, or installation of structures, improvements, equipment, or facilities on the Premises. TENANT acknowledges that WSDOT may not, and shall not, be subject to claims or liens for labor or materials in connection with such activities by TENANT.

B. TENANT shall at all times indemnify and save harmless WSDOT from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Premises, and from the cost of defending against such claims, including attorney fees.

C. In the event a lien is filed upon the Premises, TENANT shall either:

(i) Record a valid release of lien; or

(ii) Deposit sufficient cash with WSDOT to cover the amount of the claim on the lien in question, and authorize payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to lienholder claim; or

(iii) Procure and record a bond which releases the Premises from the claim of the lien and from any action brought to foreclose the lien.

D. Should TENANT fail to accomplish i, ii, or iii, above, within fifteen (15) calendar days after the filing of such a lien, the Lease shall be in default.

30. ENVIRONMENTAL REQUIREMENTS.

A. TENANT represents, warrants, and agrees that it will conduct its activities on and off the Premises in compliance with all applicable environmental laws. As used in this Lease, the

term “Environmental Laws” is defined as all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et. seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., and Washington or any other comparable local, state, or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto, including all amendments and/or revisions to said laws and regulations.

B. Toxic or hazardous substances are not allowed on the Premises without the express written permission of WSDOT and under such terms and conditions as may be specified by WSDOT. For the purposes of this Lease, “Hazardous Substances,” shall include all those substances identified as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et seq., and the Washington Model Toxics Control Act, RCW 70.105D et seq., including all amendments and/or revisions to said laws and regulations, and shall include gasoline and other petroleum products. In the event such permission is granted, the use and disposal of such materials must be done in a legal manner by TENANT.

C. TENANT agrees to cooperate in any environmental investigations conducted by WSDOT’s staff or independent third parties where there is evidence of contamination on the Premises, or where WSDOT is directed to conduct such audit by an agency or agencies having jurisdiction. TENANT will reimburse WSDOT for the cost of such investigations, where the need for said investigation is determined to be caused by TENANT’s operations. TENANT will provide WSDOT with notice of any inspections of the Premises, notices of violations, and orders to clean up contamination. TENANT will permit WSDOT to participate in all settlement or abatement discussions. In the event TENANT fails to take remedial measures as duly directed by a state, federal, or local regulatory agency within ninety (90) calendar days of such notice, WSDOT may elect to perform such work, and TENANT covenants and agrees to reimburse WSDOT for all direct and indirect costs associated with WSDOT’s work where those costs are determined to have resulted from TENANT’s use of the Premises.

D. TENANT agrees the use of the Premises shall be such that no hazardous or objectionable smoke, fumes, vapor, odors, or discharge of any kind shall rise above the grade of the property.

E. For the purposes of this Lease, “Costs” shall include but not be limited to, all response costs, disposal fees, investigatory costs, monitoring costs, civil or criminal penalties, and

attorneys' fees and other litigation costs incurred in complying with state or federal environmental laws, which shall include but not be limited to Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq.; the Clean Water Act, 33 U.S.C. § 1251; the Clean Air Act, 42 U.S.C. § 7401; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901; and the Washington Model Toxics Control Act, Ch. 70.105D RCW, et seq., including all amendments and/or revisions to said laws and regulations.

F. TENANT, its successors and assigns, agrees to defend, indemnify and hold harmless WSDOT from and against any and all claims, causes of action, demands and liability which are caused by or result from TENANT's and its employees', agents', and/or contractors' activities on the Premises, including but not limited to any Cost, costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees associated with the removal or remediation of any Hazardous Substances that have been released, or otherwise come to be located on the Premises, including those that may have migrated from the Premises through water or soil to other properties, including without limitation, the adjacent WSDOT property.

G. TENANT, its successors and assigns, further agrees to defend and indemnify and hold harmless WSDOT from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any Hazardous Substances removed from said Premises, which Hazardous Substances were released on to the Premises as a result of TENANT's and its employees', agents', and/or contractors' activities.

H. WSDOT hereby agrees to indemnify and hold TENANT harmless from any Costs or liabilities associated with the removal or remediation of any Hazardous Substances that have been released, or otherwise come to be located on the Premises by the acts or omissions of WSDOT, its employees, contractors, and agents. WSDOT further agrees to defend and indemnify and hold harmless TENANT from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any Hazardous Substances removed from said Premises, which such Hazardous Substances have been released on the Premises as a result of WSDOT's acts or omissions or those of its employees, contractors and/or agents.

I. WSDOT represents, warrants and agrees that it has in the past and will in the future conduct its activities on the Premises in compliance with all applicable Environmental Laws and that the Premises is free of Hazardous Substances as of the date of this Lease.

J. The provisions of this Section shall survive the expiration or termination of this Lease.

31. INSURANCE. It is recognized that the TENANT is self-insured for all exposure to general liability and vehicle liability. TENANT shall provide WSDOT with a

certificate of insurance reflecting the insurance coverage required within ten (10) calendar days of the execution of this Lease.

32. HOLD HARMLESS/INDEMNIFICATION.

A. TENANT and its successors and assigns, shall protect, save, and hold harmless WSDOT, its authorized agents and employees, from all claims, actions, costs, damages (both to persons and/or property), or expenses of any nature whatsoever by reason of the acts or omissions of TENANT, its agents, invitees, contractors, or employees, arising out of, or in connection with, its acts or activities or the acts or activities of its, agents, invitees, contractors, or employees, related to this Lease. TENANT further agrees to defend WSDOT, its authorized agents or employees, in any litigation, including payment of any costs or attorneys' fees, for any claims or actions commenced, arising out of, or in connection with, the acts or activities related to this Lease. The obligations in this Section shall not include such claims, costs, damages, or expenses to the extent caused by the acts of WSDOT or its authorized agents or employees; Provided that, if the claims or damages are caused by or result from the concurrent acts of (i) WSDOT, its authorized agents or employees and (ii) TENANT, its agents, invitees, contractors, or employees, or involves those actions covered by RCW. 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the acts or omissions of TENANT's agents, invitees, contractors or employees.

B. WAIVER: TENANT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while occupying or performing construction, operation and/or maintenance of the Premises while located on the Premises. For this purpose, TENANT, by MUTUAL NEGOTIATION, hereby waives with respect to WSDOT only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

C. The indemnification and waiver provisions in this Section shall survive the expiration or termination of this Lease.

33. PERFORMANCE BY WSDOT. If TENANT defaults in the performance or observation of any covenant or agreement contained in this Lease, WSDOT, without notice if deemed by WSDOT that an emergency exists, or if no emergency exists, with thirty (30) calendar days prior written notice, may direct TENANT to stop work and may itself perform or cause to be performed such covenant or agreement and may enter upon the Premises for such purpose. Such emergency shall include, but not be limited to, endangerment of life, the highway facility, structures or improvements. TENANT shall reimburse WSDOT the entire cost and expense of such performance by WSDOT within thirty (30) calendar days of the date of WSDOT's invoice.

Any act or thing done by WSDOT under the provisions of this Section shall not be construed as a waiver of any agreement or condition herein contained or the performance thereof.

34. NONDISCRIMINATION. TENANT, for itself, its successors and assigns, as part of the consideration hereof, do hereby agree to comply with all applicable civil rights and antidiscrimination requirements, including but not limited to chapter 49.60 RCW.

35. INDEPENDENT CAPACITY. TENANT shall be deemed an independent contractor for all purposes and the employees of TENANT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of WSDOT.

36. ASSIGNMENT. Neither this Lease nor any rights created by it may be assigned, sublet, or transferred. In the event that TENANT allows others to use any portion of the Premises, whether by written or oral agreement without WSDOT's prior written approval, WSDOT, in addition to or in lieu of terminating this Lease for default, and in addition to any damages it may experience, may demand a share of any revenue generated by such unauthorized use. WSDOT shall set the amount of said share, and its decision shall be final and binding. WSDOT may demand such share at any time during the term of this Lease. TENANT shall pay said share to WSDOT within thirty (30) calendar days of WSDOT's demand. TENANT agrees to pay said share retroactively to the date the unauthorized third party's use of the Premises commenced. Furthermore, such unauthorized assignment shall not relieve TENANT hereunder from all of its obligations under this Lease, including but not limited to, payment of rent and maintenance of insurance.

37. BINDING CONTRACT. This Lease shall not become binding upon WSDOT unless and until executed for WSDOT by the Secretary of Transportation or her duly authorized representative.

38. ATTORNEYS' FEES. In the event of any controversy, claim, or dispute arising out of this Lease, each party shall be solely responsible for the payment of its own legal expenses, including but not limited to, attorney's fees and costs.

39. MODIFICATIONS/WAIVER. This Lease contains all the agreements and conditions made between the parties pertaining to the rental of the Premises and may not be modified orally or in any manner other than by a written amendment signed by all parties. The receipt of rent by WSDOT, with knowledge of any breach of this Lease by TENANT, and/or with knowledge of any default on the part of TENANT shall not be deemed to be a waiver or modification of any provision of this Lease. Failure on the part of WSDOT to enforce any covenant or provision herein contained shall not discharge or invalidate such covenant or provision or affect the right of WSDOT to enforce the same in the event of any subsequent breach or default.

40. INTERPRETATION. This Lease shall be governed by and interpreted in accordance with the laws of the state of Washington. The title to paragraphs or sections of this Lease are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

41. TOTALITY OF AGREEMENT. It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by WSDOT except to the extent that the same are expressed in this Lease.

42. SEVERABILITY. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

43. AGREEMENT MANAGEMENT.

A. The Program Manager for each of the parties shall be responsible for administration of this Lease and shall be the contact person for all communications and invoicing regarding the administration of this Lease, which expressly excludes notices of default and reporting and correcting defects covered under warranty.

1. The Program Manager for TENANT is:

Linda Carlson, Property Management Specialist
Linda.carlson@cityofvancouver.us
360-487-8423

Craig Redlinger, Construction Services Manager
Craig.redlinger@cityofvancouver.us
360-487-7754

2. The Program Manager for WSDOT is:

Zak Swannack, Space Planning & Lease Manager
zswannack@wsdot.wa.gov
360-280-3598

B. Either party may, from time to time, by notice in writing served upon the other party as required elsewhere herein, designate an additional and/or a different mailing address or an additional and/or different person to whom such notice, request, report or other communication are thereafter to be addressed.

44. VENUE. In the event any party deems it necessary to institute legal action or proceedings to ensure any right or obligation under this Lease, the parties hereto agree that such action or proceedings shall be brought in a court of competent jurisdiction situated in Thurston County, Washington. Each party shall be responsible for the payment of its own attorney's fees and costs.

45. NOTICES. Wherever in this Lease written notices are to be given or made, they will be served, personally delivered or sent by certified or overnight mail addressed to the parties at the addresses listed below unless a different address has been designated in writing and delivered to the other party. TENANT agrees to accept service of process at said address; Provided that, such address is located in the State of Washington. Otherwise, TENANT designates the Secretary of State of Washington as an agent for the purpose of service of process. Such service shall be deemed personal services.

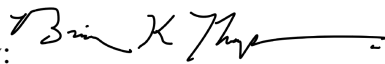
46. SUPERSEDE. This Lease hereto constitute the entire agreement between the parties with respect to the Premises and supersedes all prior contemporaneous agreements and understandings between the parties hereto, which include but is not limited to agreement GCB 4040, executed March 13, 2024, and any amendments hereto.

TENANT: CITY OF VANCOUVER, WASHINGTON
P.O. Box 1995
Vancouver, WA 98668-1995

WSDOT: DEPARTMENT OF TRANSPORTATION
Attn.: Property Management Program Manager
P.O. Box 47338
Olympia, WA 98504-7338

Copy to: DEPARTMENT OF TRANSPORTATION
Attn.: Facilities Office
P.O. Box 47328
Olympia, WA 98504-7328

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TENANT Date: _____ By: _____ Eric J. Holmes, City Manager	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION Date: _____ By: _____ Mark Smith, State Facilities Administrator
APPROVED AS TO FORM By: _____	APPROVED AS TO FORM By:  _____ Assistant Attorney General

TENANT ACKNOWLEDGMENT

STATE OF WASHINGTON)

ss:

COUNTY OF THURSTON)

On this ____ day of _____ 20____ before me personally appeared, Eric J. Holmes to me known to be the City Manager, for the City of Vancouver, and that s/he executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said _____, for the uses and purposes therein set forth, and on oath stated that s/he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the state of Washington,
residing at _____

My commission expires _____.

WSDOT ACKNOWLEDGMENT

STATE OF WASHINGTON)

ss:

COUNTY OF THURSTON)

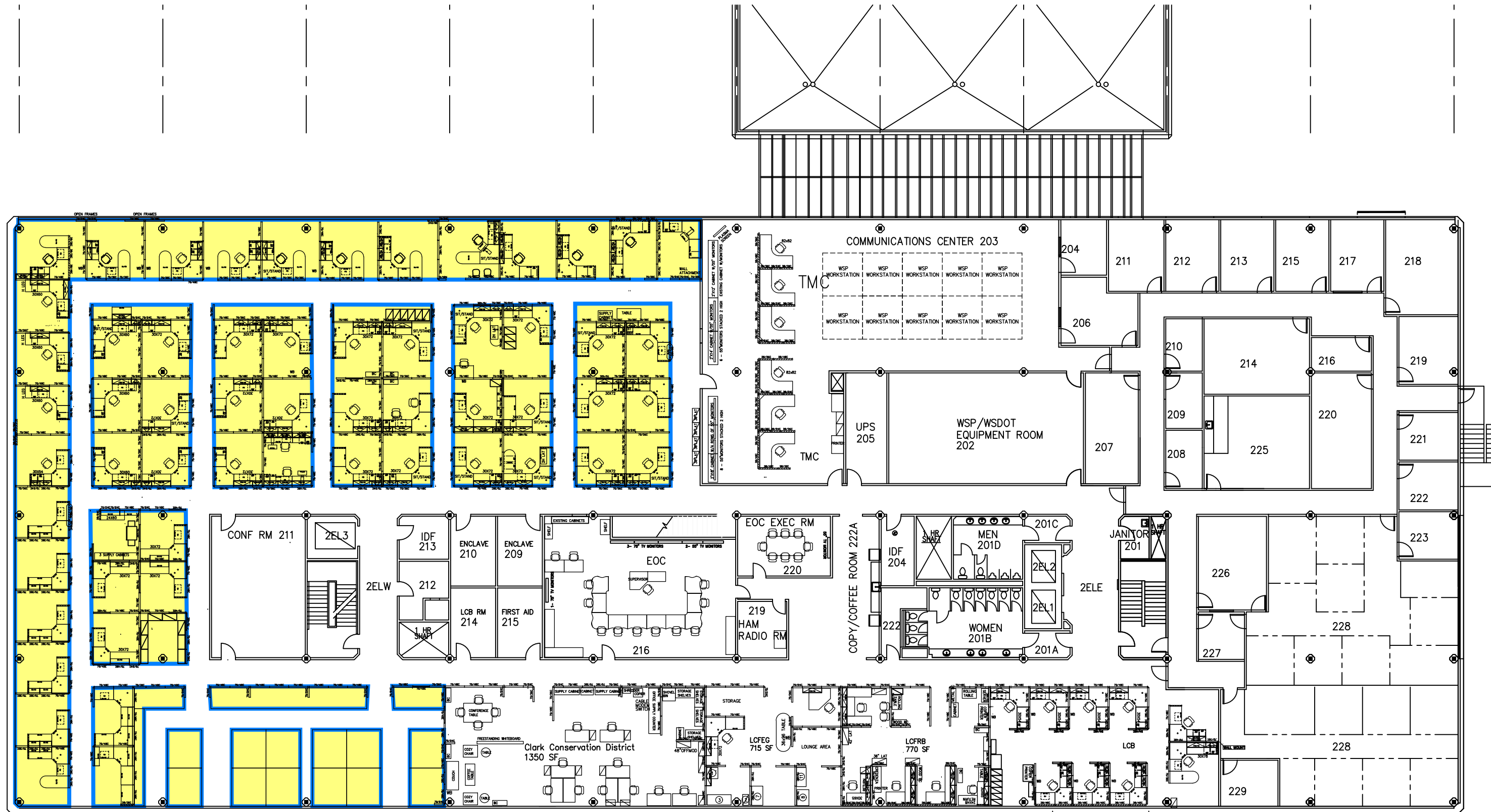
I, the undersigned, a Notary Public in and for the state of Washington, do hereby certify that on this _____ day of _____, 20____ before me personally appeared Mark Smith, State Facilities Administrator, for the state of Washington Department of Transportation, and that he executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said state of Washington, for the uses and purposes therein set forth, and on oath states that he is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the state of Washington,

residing at _____

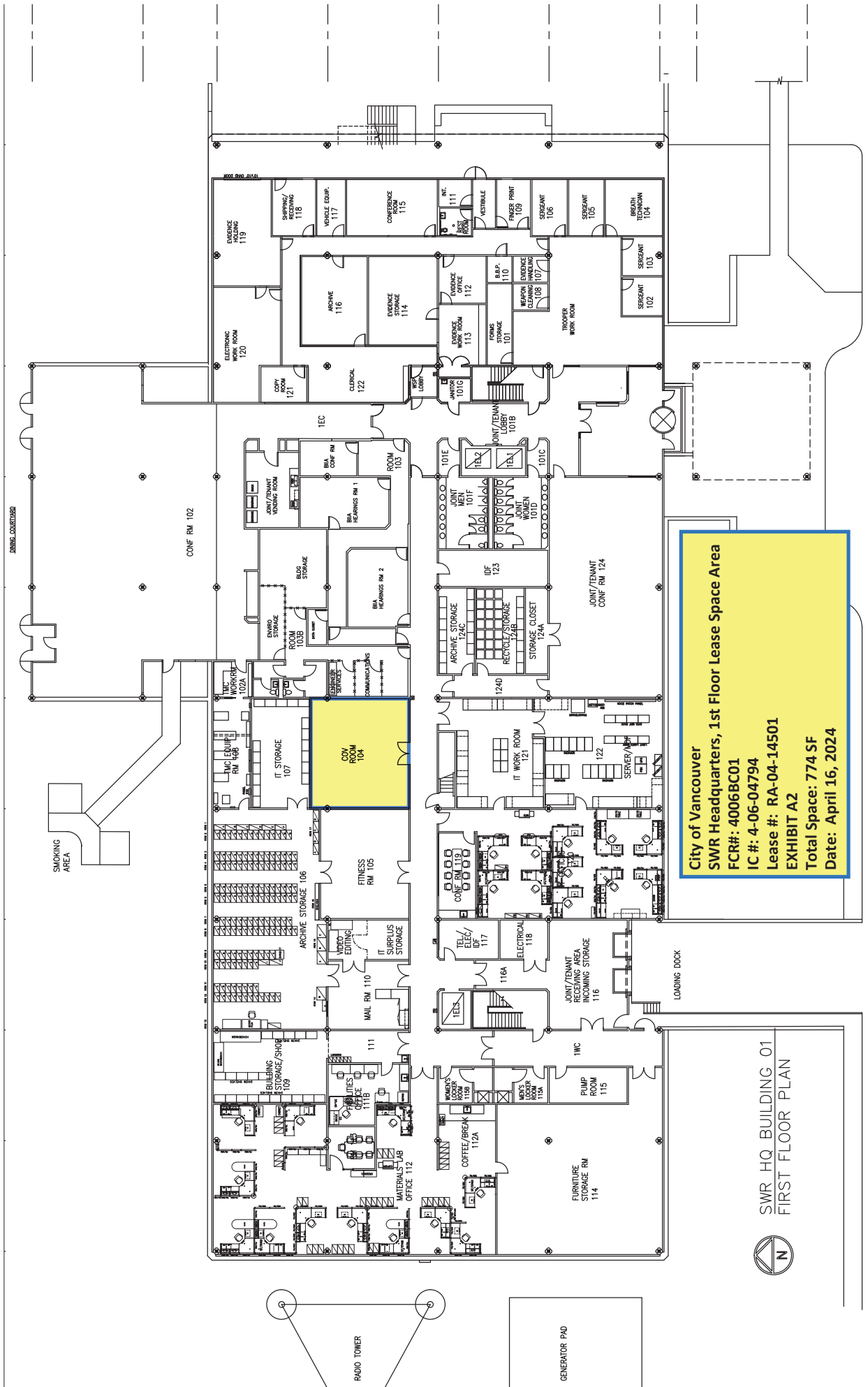
My commission expires _____.



City of Vancouver
SWR Headquarters, 2nd Floor Lease Space Area
FCR#: 4006BC01
IC #: 4-06-04794
Lease #: RA-04-14501
EXHIBIT A1
Total Space: 8,733 SF
Date: April 16, 2024



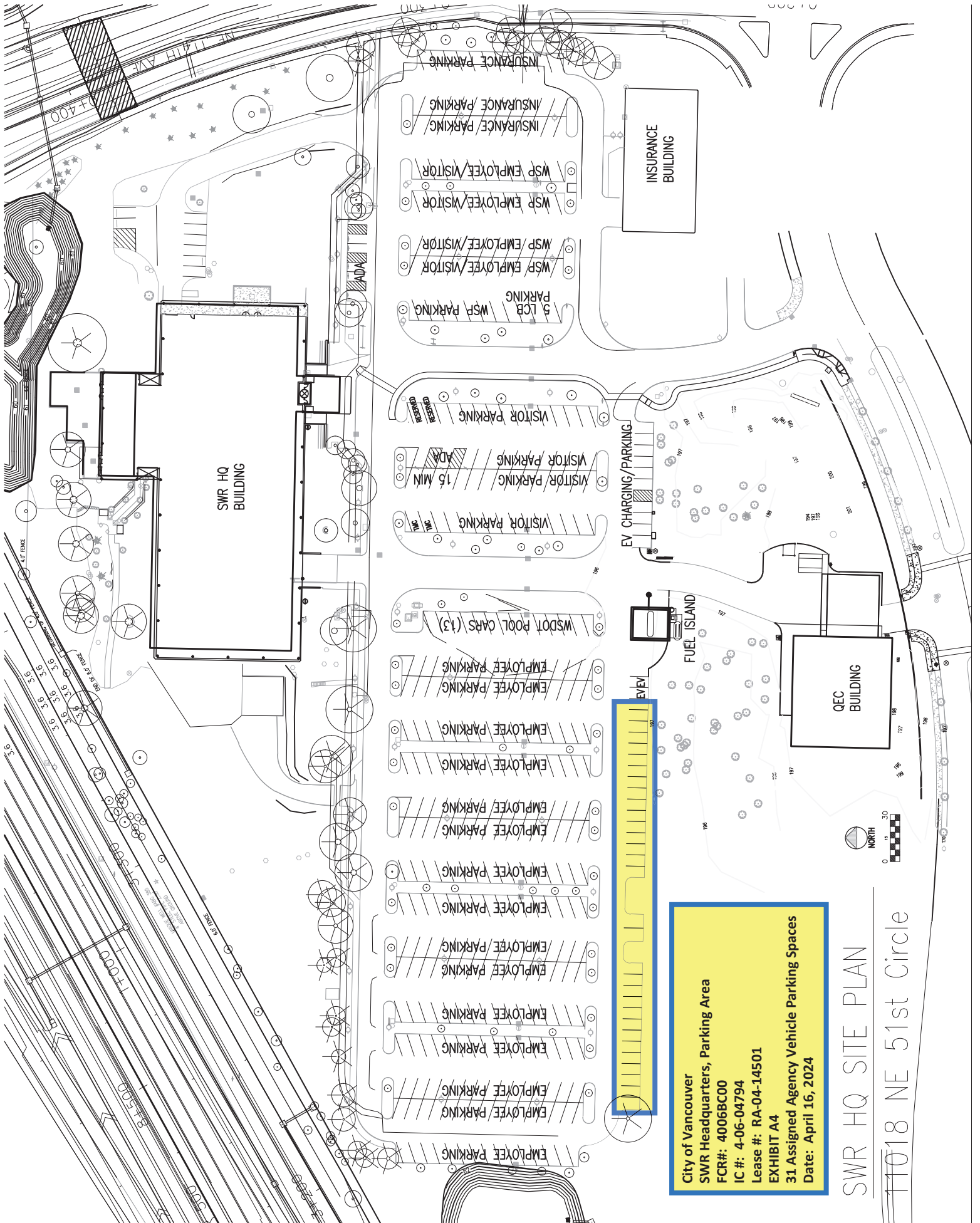
SWR HQ BUILDING
 SECOND FLOOR PLAN



City of Vancouver
SWR Headquarters, 1st Floor Lease Space Area
FCR#: 4006BC01
IC #: 4-06-04794
Lease #: RA-04-14501
EXHIBIT A2
Total Space: 774 SF
Date: April 16, 2024

SWR HQ BUILDING 01
FIRST FLOOR PLAN





City of Vancouver
 SWR Headquarters, Parking Area
 FCR#: 4006BC00
 IC #: 4-06-04794
 Lease #: RA-04-14501
 EXHIBIT A4
 31 Assigned Agency Vehicle Parking Spaces
 Date: April 16, 2024

SWR HQ SITE PLAN
 11018 NE 51st Circle

EXHIBIT B - SW REGION HQ (4006BC01) and QEC (4006BC02) - RECOVERABLE and RENT COST - City of Vancouver - Agreement # RA-04-14501

GCB 1591 (GM 1348) WSP/WSDOT Interagency Operating Agreement for Joint Use of Ace Administrative Building

Agreement GM 1541	Occupying SF	Cost Split	Cost Split converted to SF	Electricity	Janitorial	Natural Gas	Water	Refuse/Recycling	Pest Control	Sanitary Sewer	SW Assessments	Fire Suppression	PM and CM
WSP	16,196	19.3%	23,096	19.3%	19.3%	19.3%	19.3%	19.3%	19.3%	19.3%	19.3%	19.3%	16%
WSDOT	103,474	80.7%	96,574	80.7%	80.7%	80.7%	80.7%	80.7%	80.7%	80.7%	80.7%	80.7%	84%
Ace Building total	119,670	100.0%	119,670										

City Of Vancouver at WSDOT SW Region HQ SF	
Rent @ \$19.82 psf annually	
2nd floor space	8,733
1st floor space	774
(40%) circulation	3,803
(15%) common	1,996
Total SF	15,306

City of Vancouver at WSDOT SW Region - QEC SF	
Rent @ \$10.50 psf annually	
1st floor area	292
(40%) circulation	117
(15%) common	61
Total SF	470

Billing #1 - RENT - IRIS

3/1/2024 - 2/28/2029	Total SF psf/annually		
Space Occupied (HQ Building)	15,306	\$19.82	\$303,370.27
Space Occupied (QEC Building)	470	\$10.50	\$4,936.26
Grounds	Term: April 16, 2024 - April 15, 2029		
Maintenance and Repair			
Building Management			
Road Clearance			
Security			
Annual Rent - 5 - year fixed			\$308,306.53
Monthly Rent - 5 - year fixed			\$25,692.21

Billing #2 - RECOVERABLES 06BC01/06BC02

Est. @ \$2.50 psf annually	Receivable Contract #TBD	Total Site SF	% of WSDOT space occupied in main building	% of WSDOT space occupied in QEC building	Total % split for HQ AFS billing
Vancouver		15,776	15.85%	6.09%	15.13%
Vancouver	Energy - variable				15.13%
Vancouver	Janitorial - variable				15.13%
Vancouver	Water/Sewer - variable				15.13%
Vancouver	Refuse/Recycle - variable				15.13%
Vancouver	Pest Control - variable				15.13%

Additional Indirect Cost Rate will be applied to all Recoverable Billings. Current rate is 14.55% and will

SWR Access to IT Network/Server Equipment Spaces:

Purpose: In order to physically protect WSDOT network assets such as equipment, data, and communications, there is need to regulate who accesses spaces hosted WSDOT network and server equipment rooms (commonly referred to as IDF and MDF – intermediate distribution frame and main distribution frame rooms, respectively).

Process: The following process will help assure that physical access to WSDOT network/server spaces occurs for those needing access to perform their duties in supporting WSDOT equipment, tenant equipment, and facility infrastructure such as power while assuring the physical security and integrity of WSDOT assets.

1. **WSDOT Technology Services staff will escort** tenants, vendors, or other third parties requiring access to WSDOT M/IDF spaces.
2. Those **requesting routine, scheduled access to WSDOT M/IDF spaces** can call the WSDOT IT Service Desk at (360) 705-7050 and ask that a ticket be placed.
 - a. Provide site, building, floor, and room name/number.
 - b. Provide date/time access needed.
 - c. Provide reason for access.
 - d. Provide duration for access.
3. Those **requesting emergency access:**
 - a. Use the below call list, starting from top to bottom until you reach someone.

Name	Work Phone	DOT Cell
Pierce, Tim	(360) 905- 2041	(360) 601-1939
Munoz, Anthony	(360) 905-2042	(360) 949-2044
Morris, John	(360) 905- 2043	(360) 601-8943

4. **WSDOT Designated ITS and Facilities staff:**
 - a. Already have access to support ITS and facilities equipment and infrastructure within these spaces and do not require WSDOT IT escorting. If ITS or Facilities staff provide vendor access to building fire detection/abatement systems in these spaces, they will be responsible to escort vendor(s) and notify Technology Services staff prior to the access or as soon as possible in emergent situations.
5. For **Tenant equipment co-located in WSDOT M/IDF spaces:**
 - a. Clearly label your equipment so that it is identifiable as belonging to your organization.

Lease No.: RA 04-14501

I.C. #: 4-06-04794

City of Vancouver

Section 3, Exhibit C

Effective: April 1, 2024

- b. Do not connect to WSDOT IT equipment without prior, written WSDOT Technology Services approval. This includes uninterruptable power supplies (UPS).
- c. WSDOT Technology Services will clearly mark WSDOT IT equipment to avoid any confusion.
- d. Use of WSDOT network racks or enclosures requires prior, written WSDOT Technology Services approval. Include rack space needed and location on rack sought.
- e. Follow any prescribed WSDOT Technology Services cable color code scheme.

Staff Report: 078-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/15/2024

SUBJECT 2022 State Homeland Security Program Grant

Key Points

- The City partners with Clark Regional Emergency Services Agency (CRESA) as they coordinate an application on behalf of the agencies of Region IV in Southwest Washington to request a portion of funding from the Washington State Emergency Management Department.

Strategic Plan Alignment

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

Present Situation

Vancouver Police Department (VPD) and Vancouver Fire Department (VFD) partnered with CRESA to enhance community safety by applying for the 2022 SHSP Grant. Homeland Security Grants provide funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal of a secure and resilient nation. These core capabilities support five mission areas of prevention, protection, mitigation, response, and recovery based on allowable costs. These grant programs are essential in funding a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration.

This federally funded grant will allow VPD to replace grant-funded equipment for the Metro Explosive Disposal Unit (MEDU). Approximately ten years ago, VPD and CCSO each received a grant-funded X-Ray Scanner System through the Portland Police Department to assist our collateral duty explosives technician officers with MEDU responses throughout the Portland-metropolitan area. X-Ray Scanners are used to “develop” images of suspected explosive devices so the appropriate steps can be taken for a safe resolution. The current X-Ray Scanner is nearing end-of-life and needs to be replaced. This asset will also be available as part of the MEDU team response throughout Southwest Washington and the greater Portland Metropolitan area.

This federally funded grant will allow VFD to participate in training activities such as Type 1 & 2 Hazmat, Hazmat equipment, and coordination of joint training and exercises with other fire

agencies within Region 4. Region-wide trainings are comprehensive and collaborative in response capabilities which include early detection and screening to maximize communities' life-protection capability during emerging threat situations.

Advantage(s)

Enhance community safety by procuring equipment to prevent, prepare for, protect against, and respond to potential terrorist acts and/or other hazards.

Disadvantage(s)

None

Budget Impact

This program is fully funded. The 2024 Supplemental budget is recommending to add sufficient appropriation to cover the expenditure of grant dollars.

Prior Council Review

N/A

Action Requested

Authorize the City Manager, or designee, to approve the 2022 SHSP Grant and procure the X-Ray Scanner for MEDU as a regional asset for Southwest Washington and the greater Portland Metropolitan area, and authorize regional training for VFD.

Jeff Mori, Police Chief, 360-487-7498

ATTACHMENTS:

- ▣ 2022 SHSP Subrecipient Agreement

**CLARK REGIONAL EMERGENCY SERVICES AGENCY (CRESA)
SUBRECIPIENT AGREEMENT FACE SHEET – 22SHSP**

1. Subrecipient Name and Address: City of Vancouver PO Box 1995, Vancouver, WA 98668		2. Agreement Amount: \$103,000	3. WA State Contract Number: E23-102
4. Subrecipient Primary Contact Person(s), Phone: Anna Diaz, 360-487-8444; Michelle Bresee, 360-487-7255		5. Agreement Start Date: September 1, 2022	6. Agreement End Date: October 31, 2024
7. CRESA Contact Person(s), Phone: Jodi Blackwood, Emergency Management Coordinator, (360) 992-6270 Scott Johnson, Emergency Management Division Manager, (360) 992-9217 Megan Whitman, Financial Analyst, (360) 737-1911, ext 3945			
8. Funding Authority: Washington Military Department and the U.S. Department of Homeland Security			
9. Federal Funding Identification #: EMW-2022-SS-00056-501	10. Federal Award Date: September 2, 2022	11. Assistance Listing # and Title: 97.067 – 22HSGP (SHSP)	
12. Total Amount of Federal Award: \$13,905,347	13. Amount of Federal funds obligated to this subrecipient: \$103,000	14. Is award for Research and Development? NO	
15. Indirect Cost Rate: N/A	16. Match Required? NO	17. Program Index Number(s): 723SZ, 723SH, 723SB, 723SL, 723SC, 723SQ/NZ	
16. DESCRIPTION: The objective of the Federal Fiscal Year (FFY) 2022 Homeland Security Grant Program (22HSGP) is to fund state, local, tribal, and territorial efforts to prevent terrorism and prepare the nation for threats and hazards that pose the greatest risk to the security of the United States. 22HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal of a secure and resilient nation. 22HSGP supports core capabilities across the five mission areas of prevention, protection, mitigation, response, and recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration.			
IN WITNESS WHEREOF, CRESA and City of Vancouver, as subrecipient of funding under the terms of this agreement, acknowledge and accept the terms of this agreement and attachments hereto and have executed this agreement as of the date and year written herein. This agreement and attachments hereto govern the rights and obligations of both parties to this agreement.			
In the event of an inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (1) Applicable Federal and State Statutes and Regulations (2) DHS/FEMA Award and Program Documents (3) WA Military Department Homeland Security Grant Program Contract E23-102 (6) Other provisions of the Agreement incorporated by reference			
WHEREAS, the parties have executed this agreement on the day and year last specified below.			
FOR CRESA UEI: WN7RNJCGFU67 _____ Signature Dave Fuller, CRESA Director Date: _____		FOR SUBRECIPIENT City of Vancouver UEI: TM9CHABUP4B2 _____ Signature Eric Holmes, City Manager Date: _____	

**STATE HOMELAND SECURITY PROGRAM (SHSP)
CLARK REGIONAL EMERGENCY SERVICES AGENCY / CITY OF VANCOUVER
SUBRECIPIENT FUNDING AGREEMENT**

THIS SUBRECIPIENT FUNDING AGREEMENT ("Agreement") is made and entered into by and between **CLARK REGIONAL EMERGENCY SERVICES AGENCY**, hereinafter "**CRESA**," and **(CITY OF VANCOUVER)** hereinafter "**SUBRECIPIENT**."

WHEREAS, CRESA has entered into a contract with the Washington State Military Department to become a subrecipient of the 22SHSP Grant and all funds allocated to CRESA under Grant No. E23-102; and

WHEREAS, Article II of Grant No. E23-102 permits CRESA to further suballocate grant funds pursuant to the terms of such contract; and

WHEREAS, the SUBRECIPIENT participates in the grant program work plan and is therefore eligible for reimbursement of eligible expenditure through Grant No. E23-102 funds;

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Defined Terms; DURATION OF AGREEMENT

The period of performance for this Agreement shall commence and terminate as set forth in Exhibit "A," Timeline, and Exhibit "B", Budget, or until terminated by either party in writing.

2. SCOPE OF WORK - SUBRECIPIENT

The SUBRECIPIENT shall perform the following:

- a. Perform project related work in accordance with the 22SHSP grant contract E23-102, timeline (Exhibit A) and budget (Exhibit B) as funded by grant agreement between the WA State Military Department and CRESA.
- b. Submit invoice(s) to CRESA detailing the expenditures for which reimbursement is sought. Reimbursement requests must be sufficiently detailed, include proof of expense payments and must be submitted to CRESA no later than the due date listed in the timeline (Exhibit A).
- c. The SUBRECIPIENT agrees to provide its own labor and materials. Unless otherwise provided for in the Agreement, no material, equipment, labor, or facilities will be furnished by CRESA.

3. SERVICES PROVIDED BY CRESA

In order to assist the SUBRECIPIENT in fulfilling its duties under this Agreement, CRESA shall provide the following:

- a. Relevant information as exists to assist the SUBRECIPIENT with the performance of the SUBRECIPIENT'S scope of work.
- b. Coordination and submission to the State of Washington Military Department of requests for reimbursement on behalf of SUBRECIPIENT for grant program eligible expenses.
- c. Administration of Grant No. E23-102 and processing of federal reimbursements to SUBRECIPIENT.
- d. Timely communication of any changes to agreement timeline, budget or other amendment to grant contract E23-102.

4. AGREEMENT REPRESENTATIVES

Each party to this Agreement shall have an assigned representative for purposes of this Agreement. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For SUBRECIPIENT:

Name of Representative Eric Holmes

Title: City Manager

Mailing Address: PO Box 1995

City, State and Zip Code: Vancouver, WA 98668

Telephone Number: 360-487-8600

E-mail Address: eric.holmes@cityofvancouver.us

b. For CRESA:

Name of Representative: Scott Johnson

Title: Emergency Management Division Manager

Mailing Address: 710 W 13th Street

City, State and Zip Code: Vancouver, WA 98660

Telephone Number: (360) 992-6286

E-mail Address: scott.johnson@clark.wa.gov

5. COMPENSATION

- a. The amount allocated to SUBRECIPIENT shall not exceed the amount set forth in Exhibit "B", Budget, which is attached hereto and incorporated by reference.
- b. No payment shall be made for any work performed or goods or equipment received by the SUBRECIPIENT, except for what is identified and set forth in this Agreement.
- c. CRESA may withhold payment of subrecipient invoices until CRESA receives these funds from Washington State Military Department.

6. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the SUBRECIPIENT in the performance of any work under this Agreement, the SUBRECIPIENT shall make any and all necessary corrections without additional compensation. All requests for reimbursement submitted by the SUBRECIPIENT shall be certified by the SUBRECIPIENT and checked for errors and omissions.
- b. No amendment, modification or renewal shall be made to this Agreement unless set forth in a written amendment, signed by both parties and attached to this Agreement. Work under an amendment shall not proceed until the Amendment is duly executed by CRESA.

7. HOLD HARMLESS AND INDEMNIFICATION

Each party to the Agreement shall be responsible for its own wrongful and negligent acts or omissions taken under or pursuant to this Agreement, or those of its officers, agents, or employees acting under this Agreement to the fullest extent required by law, and shall indemnify, defend, and hold the other parties to the Agreement harmless from any such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of negligence attributable to each of the other parties.

8. TERMINATION

Each party to the Agreement may terminate this Agreement in whole or in part whenever the party determines that such termination is in the best interests of the party. The party may terminate this Agreement upon giving ten (10) days written notice by Certified Mail to the other party. In that event, CRESA shall pay the SUBRECIPIENT for all cost incurred by the SUBRECIPIENT in performing the Agreement up to the date of such notice. Payment shall be made in accordance with Section 5 of this Agreement.

9. DEFAULT

If the SUBRECIPIENT breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by CRESA, CRESA may terminate this Agreement, in which case CRESA shall pay the SUBRECIPIENT only for the costs of services accepted by CRESA, in accordance with Section 5 of this Agreement. Upon such termination, CRESA, at its discretion, may obtain performance of the work

elsewhere, and the SUBRECIPIENT shall bear all costs and expenses incurred by CRESA in completing the work and all damage sustained by CRESA by reason of the SUBRECIPIENT'S breach.

10. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time.

11. INDEPENDENT AGENCY

- a. The SUBRECIPIENT'S services shall be furnished by the SUBRECIPIENT as an independent agency and not as an agent, employee or servant of CRESA. The SUBRECIPIENT specifically has the right to direct and control SUBRECIPIENT'S own activities in accordance with the specifications set out in this Agreement.
- b. The SUBRECIPIENT acknowledges that the entire compensation for this Agreement is set forth in Section 5 of this Agreement, and the SUBRECIPIENT is not entitled to any CRESA benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to CRESA employees.
- c. The SUBRECIPIENT shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the SUBRECIPIENT shall be or deem to be or act or purport to act as an employee, agent, or representative of CRESA.
- d. The SUBRECIPIENT shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Agreement be enacted as to all persons employed by the SUBRECIPIENT and as to all duties, activities and requirements by the SUBRECIPIENT in performance of the work on this project and under this Agreement and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

12. COMPLIANCE WITH LAWS AND FUNDING REQUIREMENTS

The SUBRECIPIENT shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement, including equipment and real property requirements. The SUBRECIPIENT hereby acknowledges and agrees to be subject to and bound by all terms and conditions of the original funding agreement between Washington State and CRESA, as set forth in Exhibit "C," Funding Agreement (the "Funding Agreement"), as if SUBRECIPIENT was the direct "SUBRECIPIENT" thereunder.

SUBRECIPIENT hereby agrees to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in the Funding Agreement (Exhibit "C") and the informational documents applicable to the 22SHSP Program, including but not limited to all criteria, restrictions and requirements of the 22HSGP NOFO and any revisions to the NOFO, all of which are incorporated herein by this reference.

SUBRECIPIENT agrees to indemnify and hold CRESA harmless if it is determined that the SUBRECIPIENT failed to properly use any funds allocated under this Agreement in accordance with all applicable federal and state statutes and regulations, and the terms and conditions for such federal award. If a provision of this Agreement is in conflict with requirements set forth in Exhibit "C," Exhibit "C" shall prevail.

13. SINGLE AUDIT ACT REQUIREMENTS AND INSPECTION OF RECORDS

- a. The SUBRECIPIENT must comply with the Single Audit Act of 1984 as modified in 1996. The SUBRECIPIENT must maintain accounting records that will enable identification of all federal funds received and expended by federal assistance number. If a Single Audit is required, a copy of the audit report must be submitted to CRESA, within the time limit set forth in the Single Audit Act. If a Single Audit is not required, CRESA is allowed to perform a fiscal review of the SUBRECIPIENT'S financial records.
- b. CRESA may inspect the books and records of the SUBRECIPIENT relating to the performance of this Agreement. The SUBRECIPIENT will permit independent auditors access to its financial records for this

purpose. The SUBRECIPIENT shall keep all records required by this Agreement for six (6) years after termination of this Agreement for audit purposes.

14. CERTIFICATION REGARDING DEBARMENT SUSPENSION OR INELIGIBILITY

- a. If federal funds are the basis for this Agreement, the SUBRECIPIENT certifies that neither it or its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency. If the SUBRECIPIENT is debarred or suspended from participation in federal programs during the Agreement period, the Agreement is voided.
- b. The SUBRECIPIENT must check the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" (<https://www.sam.gov/SAM/>) prior to awarding subgrants or contracts, and agrees not to enter into any arrangements or contracts related to this grant with any party on this list.

15. NONDISCRIMINATION

CRESA provides equal opportunity to all persons seeking or having access to its employment, services and activities. The SUBRECIPIENT, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, sexual orientation or the presence of any disability unless such disability effectively prevents the performance of the essential functions required of the position.

16. DISPUTES

Differences between the SUBRECIPIENT and CRESA, arising under and by virtue of this Agreement, shall be brought to the attention of CRESA at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the SUBRECIPIENT shall be decided by CRESA'S representative or designee. All rulings, orders, instructions and decisions of CRESA'S representative shall be final and conclusive.

17. CHOICE OF LAW, JURISDICTION AND VENUE, AND ATTORNEY'S FEES

- a. This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Clark County, Washington.
- c. If CRESA brings any action or suit relating to the enforcement of this Agreement or asking for any relief against SUBRECIPIENT, declaratory or otherwise, arising out of this Agreement, or if SUBRECIPIENT brings any action or suit relating to the enforcement of this Agreement or asking for any relief against CRESA, declaratory or otherwise, arising out of this Agreement, then the prevailing party in any of these events shall be paid reasonable attorney's fees and costs and expenses expended or incurred in connection with any such suit or action.

18. SEVERABILITY

If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

19. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

EXHIBIT A

Timeline

The time period for this Agreement is **September 1, 2022 to October 31, 2024**.

All contract work must be completed by **October 31, 2024**, however the SUBRECIPIENT has up to 15 days after the completion date to submit all final requests for reimbursement. Invoices shall be submitted to Clark Regional Emergency Services Agency by November 15, 2024.

Date	Activity
September 1, 2022	Start of grant agreement
November 15, 2024	Final invoice due to Clark Regional Emergency Services Agency

Reporting

No regular reporting is required in addition to the invoice information required above. However SUBRECIPIENT must provide additional information if requested by CRESA as needed to complete CRESA's reporting requirements and/or subrecipient monitoring activities.

EXHIBIT B

Budget

The SUBRECIPIENT'S compensation under this Agreement, which is described in Section 5 of the Agreement (Compensation), is set forth as follows:

Agency	Planning	Organization	Equipment	Training	Exercise
Subrecipient	\$0	\$0	\$38,000	\$65,000	\$0

TOTAL: \$103,000

See attached Contract E23-102 for additional information and project descriptions

SHSP National Priority Area Project #2 – Vancouver MEDU	\$38,000
--	-----------------

SHSP National Priority Area Project #3 – Technical Rescue Training	\$65,000
---	-----------------

EXHIBIT C

Contract between CLARK REGIONAL EMERGENCY SERVICES AGENCY AND WA STATE MILITARY DEPARTMENT

The contract attached immediately hereafter is the original Agreement entered into by the Washington State Military Department and Clark Regional Emergency Services Agency.

SUBRECIPIENT is bound to all terms and conditions of the federal grant guidance of the funding program referenced in Exhibit C.

Inclusions/Notations:

1. Clark Regional Emergency Services Agency (CRESA) is the subrecipient referred to in the agreement with the WA St Military Department.
2. Original receipts and invoices for eligible grant program expenses must be sent, preferably via email, with reimbursement requests by dates specified in the timeline to:

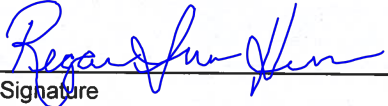
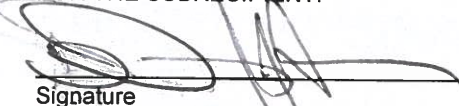
Jodi Blackwood, Emergency Management Coordinator
jodi.blackwood@clark.wa.gov
Clark Regional Emergency Services Agency
710 W. 13th Street
Vancouver, WA 98660

3. Subrecipient shall obtain proper authorization from CRESA before transfer or disposal of any equipment purchased with SHSP funding.

Exclusions:

None

**Washington Military Department
HOMELAND SECURITY GRANT PROGRAM AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: Clark, County of Clark Regional Emergency Services Agency (CRESA) 710 West 13th Street Vancouver, WA 98661-2810		2. Grant Agreement Amount: \$430,604	3. Grant Agreement Number: E23-102
4. Subrecipient Contact, phone/email: Tamie Cody, 360-737-1911 x3967 tamie.cody@clark.wa.gov		5. Grant Agreement Start Date: September 1, 2022	6. Grant Agreement End Date: October 31, 2024
7. Department Contact, phone/email: Deborah Henderson 253-512-7470 deborah.henderson@mil.wa.gov		8. Unique Entity Identifier (UEI): WN7RNJCGFU67	9. UBI # (state revenue): 601-139-166
10. Funding Authority: Washington Military Department (the Department) and the U.S. Department of Homeland Security (DHS)			
11. Federal Funding Identification #: EMW-2022-SS-00056-S01	12. Federal Award Date: 09/02/2022	13. Assistance Listings # & Title: 97.067 - 22HSGP (SHSP)	
14. Total Federal Award Amount: \$13,905,347	15. Program Index # & OBJ/SUB-OBJ: 723SZ, 723SH, 723SB, 723SL, 723SC, 723SQ / NZ		16. EIN 91-1142019
17. Service Districts: BY LEGISLATIVE DISTRICTS: 14,17,18,20,49 BY CONGRESSIONAL DISTRICTS: 1,2,3,4		18. Service Area by County(ies): Clark	19. Women/Minority-Owned, State Certified: ☒ N/A ☐ NO ☐ YES, OMWBE # _____
20. Agreement Classification ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other _____		21. Contract Type (check all that apply): ☐ Contract ☒ Grant ☒ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency	
22. Subrecipient Selection Process: ☒ "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐ NO		23. Subrecipient Type (check all that apply) ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☐ Non-Profit ☐ CONTRACTOR ☒ SUBRECIPIENT ☐ OTHER	
24. PURPOSE & DESCRIPTION: The objective of the Federal Fiscal Year (FFY) 2022 Homeland Security Grant Program (22HSGP) is to fund state, local, tribal, and territorial efforts to prevent terrorism and prepare the nation for threats and hazards that pose the greatest risk to the security of the United States. 22HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal of a secure and resilient nation. 22HSGP supports core capabilities across the five mission areas of prevention, protection, mitigation, response, and recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration. The Department is the Recipient and Pass-through Entity of the 22HSGP DHS Award Letter for Grant No. EMW-2022-SS-00056-S01 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement.			
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced attachments which are hereby incorporated, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); DHS Award Letter (Attachment C); Work Plan (Attachments D-1, D-2, D-3); Budget (Attachment E); Timeline (Attachment F); and all other documents and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.			
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1. Applicable federal and state statutes and regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference.			
WHEREAS, the parties have executed this Agreement on the day and year last specified below.			
FOR THE DEPARTMENT:  _____ Signature Regan Anne Hesse, Chief Financial Officer Washington Military Department		FOR THE SUBRECIPIENT:  _____ Signature Dave Fuller, Director Clark Regional Emergency Services Agency (CRESA)	
BOILERPLATE APPROVED TO FORM: Dierk Meierbachtol 9/28/2022 Assistant Attorney General		 _____ Signature Scott Johnson, Emergency Management Division Manager Clark Regional Emergency Services Agency (CRESA)	

SPECIAL TERMS AND CONDITIONS**ARTICLE I. KEY PERSONNEL**

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		DEPARTMENT	
Name	Tamie Cody	Name	Deborah Henderson
Title	Emergency Management Coordinator	Title	Program Coordinator
Email	tamie.cody@clark.wa.gov	Email	Deborah.henderson@mil.wa.gov
Phone	360-737-1911 x3967	Phone	253-512-7470
Name	Scott Johnson	Name	Reagan Bush
Title	Emergency Management Division Manager	Title	Program Manager
Email	scott.johnson@clark.wa.gov	Email	Reagan.bush@mil.wa.gov
Phone	360-737-1911 x3950	Phone	253-512-7463
Name	Megan Whitman	Name	Courtney Bemus
Title	Financial Analyst	Title	Program Assistant
Email	megan.whitman@clark.wa.gov	Email	courtney.bemus@mil.wa.gov
Phone	360-737-1911 x3945	Phone	253-512-7145

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of "The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2022 Homeland Security Grant Program" (hereafter "the NOFO") document, the *FEMA Preparedness Grants Manual* document, Version 3, published May 2022 (hereafter "the Manual"), the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 22HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.
- b. If the Subrecipient also becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient, the Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 22HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 22HSGP funds, including, but not limited to, those contained in 2 CFR 200.

- ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the NOFO, the Manual, the DHS Award Letter for the Grant in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.
- iii. The Subrecipient shall be responsible to the Department for ensuring that all 22HSGP federal award funds provided to its subrecipients are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment E), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:
 - i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:
 - A. More than \$35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.
 - B. Less than \$35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.
 - ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimis rate of ten percent (10%) or 10% of modified total direct costs or choose to negotiate a higher rate with the Department. If the latter is preferred, the Subrecipient must contact Department Key Personnel for approval steps.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <https://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without prior written approval by Department Key Personnel.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment F).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.
- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department, and federal, state, and local auditors.
- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment F). For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date

contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.

- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within forty-five (45) days after the Grant Agreement End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's subproject(s).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline [Attachment F]) will prohibit the Subrecipient from being reimbursed until such reports are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. For SHSP and UASI Subrecipients, a written amendment will be required if the Subrecipient expects cumulative transfers among subproject totals, as identified in the Budget (Attachment E), to exceed ten percent (10%) of the Grant Agreement Amount. If a Subrecipient has only one subproject, cumulative transfers among solution areas within the subproject that exceed ten percent (10%) of the Grant Agreement Amount shall require an amendment to this Agreement.
- m. For OPSG Subrecipients, any deviations from the approved, direct budget categories will require additional federal approvals and a written amendment.
- n. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachments D-1, D-2, D-3) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.
- c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department an Audit Certification/FFATA Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

4. EQUIPMENT AND SUPPLY MANAGEMENT

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:

- i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.
- ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
- iii. Inventory system records shall include:
 - A. Description of the property;
 - B. Manufacturer's serial number, model number, or other identification number;
 - C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11);
 - D. Assistance Listings Number (Face Sheet, Box 13);
 - E. Who holds the title;
 - F. Acquisition date;
 - G. Cost of the property and the percentage of federal participation in the cost;
 - H. Location, use and condition of the property at the date the information was reported;
 - I. Disposition data including the date of disposal and sale price of the property.
- iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of the equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.
- vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
- vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
- viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
 - A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
 - B. For Equipment:

- 1) Items with a current per-unit fair-market value of five thousand dollars (\$5,000) or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.
 - 2) Items with a current per-unit fair-market value in excess of five thousand dollars (\$5,000) may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
- ix. Records for equipment shall be retained by the Subrecipient for a period of six (6) years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six- (6-) year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Allowable equipment categories for the grant program are listed on the Authorized Equipment List (AEL) located on the FEMA website at <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program; the AEL includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.
- If the item is not identified on the AEL as allowable under the grant program, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval prior to acquisition.
- d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- e. If funding is allocated to emergency communications, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
- f. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)*, Pub. L. No. 115-232 (2018). Recipients and subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the Manual and applicable NOFO.

Per subsections 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- g. For OPSG Subrecipients, items budgeted as equipment in an approved Operations Order should be marked prominently with "Purchased with DHS funds for Operation Stonegarden Use" when practicable.
 - h. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. EHP program information can be found at <https://www.fema.gov/grants/guidance-tools/environmental-historic> all of which are incorporated in and made a part of this Agreement.
- b. Projects that have historical impacts or the potential to impact the environment, **including, but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures, and facilities; or new construction, including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to project initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed also require a DHS/FEMA EHP review before project initiation.
- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- d. The Subrecipient agrees that, to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval must be received by the Subrecipient before any work is started** for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient may not be reimbursed.

6. PROCUREMENT

- a. The Subrecipient shall comply with all procurement requirements of 2 CFR 200.317 through 200.327 and as specified in the General Terms and Conditions (Attachment B, A.10).
- b. For all sole source contracts expected to exceed \$250,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

7. SUBRECIPIENT MONITORING

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. Review of financial and performance reports;
 - ii. Monitoring and documenting the completion of Agreement deliverables;
 - iii. Documentation of phone calls, meetings (e.g., agendas, sign-in sheets, meeting minutes), e-mails, and correspondence;
 - iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement Work Plan (Attachments D-1, D-2, D-3), Budget (Attachment E), and federal requirements;
 - v. Observation and documentation of Agreement-related activities, such as exercises, training, events, and equipment demonstrations; and
 - vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a corrective action plan.

8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <https://www.lep.gov>.

9. NIMS COMPLIANCE

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for

multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.

- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive federal preparedness funding from the Department, the Subrecipient must achieve, or be actively working to achieve, all of the NIMS Implementation Objectives located at <https://www.fema.gov/emergency-managers/nims/implementation-training>.

B. HSGP SPECIFIC REQUIREMENTS

1. The Subrecipient must use HSGP funds only to perform tasks as described in the Work Plan (Attachments D-1, D-2, D-3), as approved by the Department, and in compliance with this Agreement.
 - a. SHSP-funded projects must assist state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
 - b. UASI-funded projects must assist high-threat, high-density Urban Area efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
 - c. OPSG-funded projects must support enhanced cooperation and coordination among Customs and Border Protection, United States Border Patrol, and federal, state, local, tribal, and territorial law enforcement agencies to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. State, local, tribal, and territorial law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.
 - d. State agencies, including law enforcement, must comply with RCW 43.17.425 and may not use agency funds (including this grant), facilities, property, equipment, or personnel, to investigate, enforce, cooperate with, or assist in the investigation or enforcement of any federal registration or surveillance programs or any other laws, rules, or policies that target Washington residents solely on the basis of race, religion, immigration, or citizenship status, or national or ethnic origin, except as provided in RCW 43.17.425 (3).
2. The Budget (Attachment E) may include the following caps and thresholds:
 - a. If funds are allotted for Management and Administration (M&A), such expenditures must be related to administration of the grant. The maximum percentage of the Grant Agreement Amount that may be used for M&A costs when allocated under this Agreement shall not exceed five percent (5%) but may be less.
 - b. At least thirty percent (30%) of the combined HSGP award allocated under SHSP and UASI must be dedicated to law enforcement terrorism prevention activities (LETPA). To meet this requirement, the Subrecipient has agreed, at a minimum, to meet the LETPA percentage indicated in the Budget. **If the Subrecipient anticipates spending less than the indicated amount, a budget amendment is required.**
 - c. The maximum percentage of the Grant Agreement Amount that may be used for personnel expenses under this Agreement is identified in the Budget. If the Subrecipient anticipates spending more on personnel costs, **an amendment is required.** Additional approval steps may also be required before the personnel percentage can be increased.
3. If funding is allocated to a Fusion Center investment, the Subrecipient must ensure all Fusion Center analytical personnel demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal intelligence analysts, which outlines the minimum

categories of training needed for intelligence analysts. All training to ensure baseline proficiency in intelligence analysis and production must be completed within six (6) months of hiring unless the analyst has previously served as an intelligence analyst for a minimum of two (2) years. Proof of satisfaction of this requirement must be accessible to the Department Key Personnel as applicable.

4. If funding is allocated to non-DHS FEMA training, the Subrecipient must request **prior** written approval from the Department Key Personnel before attending the training. The Department will coordinate approval with the State Training Point of Contact. Pursuant to DHS/FEMA Grant Programs Directorate Information Bulletin No. 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants, . https://www.fema.gov/sites/default/files/2020-04/Training_Course_Review_and_Approval_IB_Final_7_19_18.pdf, the training must fall within the FEMA mission scope and be in alignment with the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.
5. For SHSP and UASI, Subrecipients are required to complete the annual Nationwide Cybersecurity Review (NCSR) <https://www.cisecurity.org/ms-isac/services/ncsr> to benchmark and measure progress of improvement in their cybersecurity posture.
6. Except for an elevated National Terrorism Advisory System alert, **prior** written approval is required before SHSP and UASI funds may be used for operational overtime. Requests must be submitted to the Department Key Personnel in advance of the expenditure to ensure all additional approval steps can be met.
7. SHSP Subrecipients shall participate in the State's annual Stakeholder Preparedness Review (SPR), the State's Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessments, and data calls. Non-participation may result in withholding of funding under future grant years.
8. UASI Subrecipients shall participate in the annual UASI SPR and THIRA process
9. Subrecipients should document their preparedness priorities and use them to deploy a schedule of preparedness events in a multi-year Integrated Preparedness Plan (IPP). Subrecipients are encouraged to participate in the State's annual Integrated Preparedness Planning Workshop (IPPW) or may conduct their own local/regional IPPW. Information related to IPPs and Integrated Preparedness Planning Workshops (IPPWs) can be found on the HSEEP website at <https://www.fema.gov/HSEEP> and <https://preptoolkit.fema.gov/>.

C. DHS TERMS AND CONDITIONS

As a subrecipient of 22HSGP funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 22HSGP Award Letter and its incorporated documents , which are incorporated in and made a part of this Agreement as Attachment C.

**Washington Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **"Agreement"** means this Grant Agreement.
- b. **"Department"** means the Washington Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **"Investment"** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this Agreement. Such grant application is hereby incorporated into this Agreement by reference.
- d. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- e. **"Stakeholders Preparedness Report (SPR)"** The SPR is an annual three-step self-assessment of a community's capability levels based on the capability targets identified in the THIRA.
- f. **"Subrecipient"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.1 for all other purposes.
- g. **"Threat and Hazard Identification and Risk Assessment (THIRA)"** The THIRA is a three-step risk assessment. The THIRA helps communities understand their risks and determine the level of capability they need in order to address those risks. The outputs from this process lay the foundation for determining a community's capability gaps during the SPR process.

A.2 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion* form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to Subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<https://sam.gov/SAM/>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' "Debarred Vendor List" (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW

39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318, General procurement standards, through 200.327, Contract provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "*Equal Employment Opportunity*" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "*Amending Executive Order 11246 Relating to Equal Employment Opportunity*," and implementing regulations at 41 CFR part 60, "*Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*."
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "*Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as

supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*," and any implementing regulations issued by the awarding agency.
- 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "*Debarment and Suspension*." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- 10) Procurement of recovered materials – As required by 2 CFR 200.323, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only

items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
 - 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - 14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.
 - 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 - 16) Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
 - 17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.
- b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution board to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The board shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient and a third party mutually agreed upon by both parties. The determination of the dispute resolution board shall be final and binding on the parties hereto. Each party shall bear the cost for its member of the dispute resolution board and its attorney fees and costs and share equally the cost of the third board member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, FEMA, is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

During the performance of this agreement, the Subrecipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

- a. Nondiscrimination in Employment: The Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory,

mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

- b. The Subrecipient shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right

of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity"

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

OR

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

A.29 SUBRECIPIENT NOT EMPLOYEE

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right.

A.30 TAXES, FEES AND LICENSES

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expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part ten (10) business days after emailing notice to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

The Department may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Grant Agreement. The Department will email the Subrecipient ten (10) business days prior to termination.

A.33 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a termination for convenience.

A.34 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require

the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). To the extent possible, the Subrecipient will solicit and encourage minority-owned and women-owned business enterprises who are certified by the OMWBE under the state of Washington certification program to apply and compete for work under this contract. Voluntary numerical MWBE participation goals have been established, and are indicated herein: Minority Business Enterprises: (MBE's): 10% and Woman's Business Enterprises (WBE's): 6%.

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.37 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

**22HSGP Award Letter
EMW-2022-SS-00056-S01****Award Letter**

U.S. Department of Homeland Security
Washington, D.C. 20472

Bret Daugherty
Washington Military Department
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No.EMW-2022-SS-00056

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2022 Homeland Security Grant Program has been approved in the amount of \$13,905,347.00. You are not required to match this award with any amount of non-Federal funds.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2022 Homeland Security Grant Program Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

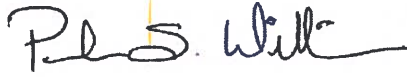
Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.



Pamela S. Williams
Assistant Administrator
Grant Programs Directorate

PAMELA SUSAN WILLIAMS



U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE:
PROGRAM:
AGREEMENT NUMBER:

Washington Military Department
Homeland Security Grant Program
EMW-2022-SS-00056-S01

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Article I - Summary Description of Award

The purpose of the FY 2022 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$6,190,947, Urban Area Security Initiative (UASI) funding in the amount of \$6,250,000 (Seattle Area, \$6,250,000), and Operation Stonegarden (OPSG) funding in the amount of \$1,464,400. The following counties shall receive OPSG subawards for the following amounts: Adams, \$75,000; Clallam, \$100,000; Ferry, \$112,500; Island, \$100,000; Lower Elwha Tribe, \$75,000; Makah Tribe, \$75,000; Nooksack, \$99,000; Okanogan, \$100,000; Pend Oreille, \$150,000; San Juan, \$100,000; Spokane, \$155,000; Stevens, \$150,000; Swinomish Tribe, \$72,900; Whatcom, \$100,000. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article III - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article IV - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article V - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VI - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VIII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article IX - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article X - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XI - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIII - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XIV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XV - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by

federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XVI - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVII - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVIII - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XIX - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XX - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXI - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXII - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXIII - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXIV - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For

additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXV - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVI - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVIII - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXIX - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXX - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXI - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXII - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXIII - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIV - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXV - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#). For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

Article XXXVI - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVII - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXVIII - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XXXIX - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XL - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLI - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLIII - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to

initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLIV - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLV - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVI - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVII - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLVIII - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article XLIX - HSGP Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Assessment (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article L - Operation Stonegarden Program Hold

The recipient is prohibited from drawing down OPSG funding under this award or reimbursing OPSG subrecipients of this award until each unique, specific, or modified county level, tribal, or equivalent Operations Order or Fragmentary Order (FRAGO) has been reviewed by FEMA/GPD and Customs and Border Protection/United States Border Patrol (CBP/USBP). The recipient will receive the official notification of approval from FEMA/GPD.

Article LI - OPSG Program Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Assessment (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

BUDGET COST CATEGORIES

Personnel	\$552,103.00
Fringe Benefits	\$201,516.00
Travel	\$9,665.00
Equipment	\$0.00
Supplies	\$8,446.00
Contractual	\$13,028,663.00
Construction	\$0.00
Indirect Charges	\$104,954.00
Other	\$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMW-2022-SS-00056-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. N/A	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX04579N2022T , WX04583N2022T , WX04580N2022T
6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603		
9. NAME OF RECIPIENT PROJECT OFFICER Gail Cram	PHONE NO. 2535127472	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov		
11. EFFECTIVE DATE OF THIS ACTION 09/02/2022	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 09/01/2022 To: 08/31/2025 Budget Period 09/01/2022 08/31/2025	

1 5. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Homeland Security Grant Program	97.067	2022-FA-GG01-P410- 4101-D	\$0.00	\$6,190,947.00	\$6,190,947.00	See Totals
Homeland Security Grant Program	97.067	2022-FA-GG02-P410- 4101-D	\$0.00	\$1,464,400.00	\$1,464,400.00	See Totals
Homeland Security Grant Program	97.067	2022-FA-GH01-P410- 4101-D	\$0.00	\$6,250,000.00	\$6,250,000.00	See Totals
			\$0.00	\$13,905,347.00	\$13,905,347.00	\$0.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Homeland Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
Gail Cram,

DATE
Sun Sep 18 01:22:54 GMT
2022

18. FEMA SIGNATORY OFFICIAL (Name and Title)

DATE
Fri Sep 02 19:56:50 GMT
2022

P.S. Williams

Pamela S. Williams
Assistant Administrator
Grant Programs Directorate

PAMELA SUSAN WILLIAMS,

22SHSP Investment Justification

Washington is comprised of 39 counties with geography including forests, mountains, islands, rainforests, rivers, lakes, and plains. The U.S. Bureau of Economic Analysis ranked Washington 8 of 50 states for gross domestic product in 2021; several world-class organizations headquarter their operations within the state. Washington has marine, aviation, rail, and road transportation infrastructure to support its position as a bustling trade center. Over half of Washington's 7.77 million population lives in the Seattle metropolitan area located along the Puget Sound. This area is the center of transportation, business, and industry and is the fastest growing region in the state. A vast majority of the state's population lives in densely settled urbanized areas. Understanding Washington's population is critical in order to mitigate vulnerabilities, respond to incidents, and effectively concentrate recovery efforts.

Furthermore, Washington is subject to 10 natural and 7 human-caused hazards. The THIRA focuses on eight of those risks: cyber attack, earthquake, explosive devices (terrorism), flood, hazmat release (radiological), pandemic- human (biological), tsunami, and wildland fire. The 2022 Washington State Risk Profile scored the state's relative risk as 8.77, ranking it as the 12th highest at-risk state. Washington State has consistently had a high relative risk score (ranked in the top 25% of states for the past seven years) and must be prepared to prevent, respond to, mitigate, and recover from acts of terrorism.

The FY22 projects were selected to build upon or sustain a range of Core Capabilities identified in the 2021 SPR as having significant gaps as well as to support the six National Priority Areas. The investments support the Planning, Organization, Equipment, Training, and Exercise solution areas with a focus in the following Core Capabilities: Access Control & Identity Verification; Community Resilience; Critical Transportation; Cybersecurity; Forensics & Attribution; Infrastructure Systems; Interdiction & Disruption; Logistics & Supply Chain Management; Mass Care Services; Mass Search & Rescue Operations; On-Scene Security, Protection, & Law Enforcement; Operational Communications; Operational Coordination; Physical Protective Measures; Planning; Public Health, Healthcare, & Emergency Medical Services; Public Information & Warning; Screening, Search, & Detection; Situational Assessment; and Supply Chain Integrity & Security.

Region 4 terrorist targets include:

Bonneville Power Training Facilities for LE
 BNSF Railway, Hazardous Material transport
 Columbia River Shipping Channel
 Soft infrastructure targets (government & large non-government organizations)
 Hard infrastructure (power, transportation, etc.)
 Pipelines and Railroads
 Dams (Lewis River, Cowlitz River) and Tunnels (Spirit Lake)

22SHSP ENDURING NEEDS SUBPROJECTS WORK PLAN

Clark Regional Emergency Services Agency (CRESA)

ENDURING NEEDS AMOUNT \$274,596

Investment #1: WA SHSP Sustainment

The State is divided into 9 Regions which differ in geography (marine to desert), major industry (large business to agricultural), and population (dense urban settings to rural). Each region develops projects to address their specific risks and hazards which sustain previously built capabilities or close identified gaps. Most initiatives can be tied back to building regional capability to prevent, protect, respond, and recover and be in a state of readiness should a natural or human-caused catastrophic incident occur.

Gaps identified in: -Community Resilience: Need to incorporate equity and social justice and access and functional needs -Critical Transportation: Transportation needed for the delivery of vital response personnel, equipment, and services into the affected areas -Cybersecurity: Lack of a vulnerability analysis, outdated servers and workstations -Interdiction & Disruption: Special teams do not have access to updated equipment -Infrastructure Systems: Lack of proper network access to link to remote city/county facilities -Mass Care Services: Lack of adequate mass care facilities, lack of local mass care volunteers and training opportunities - Mass SAR Operations: Need to train responders to the Structural Collapse Tech Level, lack of heavy lifting/shoring and cutting/breaching rescue equipment -On-Scene Security, Protection, & LE: Lack of local funding to maintain and replace aging and/or expiring equipment and PPE -Operational Comms: Geographical challenges and changes in communications technology hamper the reliability of communications -Operational Coord: Lack of regional coordination to prioritize projects, connect partners, and share products -Physical Protective Measures: Lack of surveillance cameras and alarm systems in local jurisdictions - Planning: ESF plans are out of date, lack of updated continuity plans -Public Information & Warning: Lack of robust public education campaigns, lack of reliable and consistent messaging -Screening, Search, & Detection Lack of screening and monitoring equipment for large public festivals and events within local jurisdictions -Situational Assessment: Lack of common operating picture and information sharing.

EN PROJECT #4: SHSP Region 4- Homeland Security Project

Region 4 will prioritize subprojects based on regionally identified gaps. Specific gaps include Planning due to lack of up-to-date plans and the need for better coordination at all levels and Interdiction and Disruption due to lack of Hazmat Team training as well as the need to pursue the development of regional hazmat teams.

Through the solution areas of planning, organization, and training, activities will include: Planning: Update plans, guides, and checklists; facilitate meetings of the Region 4 Coordinating Council; develop regional projects and establish regional priorities; and complete risk and gap analyses for the benefit of the region. Interdiction and Disruption: Train the Type 1 and Type 2 HazMat Teams in the region and conduct active threat training integrating law enforcement and fire/EMS. The desired outcome is to sustain and build the capabilities of the counties, and region as a whole, to prepare for, respond to, and recover from terrorism events.

SUBPROJECT #1

Region 4 Planning

CORE CAPABILITIES

Planning (EN & CS, IIS, DVE, ET)		Core Capability #1
Sustaining or Enhancing?	<i>Sustaining</i>	

SOLUTION AREAS

PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$100,000.00	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$200,000.00

GAP(S) IDENTIFIED

Planning Gap, State SPR page 8:

- Planning- "Some After Action Reports and Improvement Plans from recent activations are missing...; Catastrophic Annex is inadequate; Some ESF plans out of date; State level COOP plans need to be updated, inventoried, and tested; Some jurisdictions complete CEMPs as part of state requirements but do not use them in actual emergency management operations; Need an update to the state CEMP to better reflect the state's actual roles and responsibilities in emergencies.
- Organization- "Planning concepts need to be better coordinated...at all levels of planning."
- Training- "Need a state standardized training program on how to conduct planning and meet planning requirements; Need to create a comprehensive emergency planning course for WA; Need to adjust credentialing program for EOC positions."

ACTIVITIES TO BE PERFORMED

- Coordinate Regional response to EMD for contract development, SPR, Training & Exercise Workshops (with an emphasis on Mass Fatality Training), and other state data calls.
- Update plans, guides, and checklists.
- Facilitate meetings of the Region 4 Coordinating Council and maintain an interlocal agreement governing the Region's administration.
- Provide oversight and grants management of regional and NPA projects.
- Establish regional priorities.
- Work with Regional policy makers through the Regional Emergency Management Advisory Group to increase pre-incident relationships.
- Develop Regional projects that allow assets and resources to be shared among the four counties of the Region.
- Complete Risk Analysis and Gap Analysis for the benefit of the Region.

ASSOCIATED DELIVERABLES/OUTPUTS (IMMEDIATE)

- Timely and complete regional response to EMD data requests to support WA state grant programs.
- New and updated plans, guides and checklists that support Regional response.
- Clarified understanding of roles and responsibilities with Regional partners.
- Effective Regional planning, meetings, and relationships that ensure the Region is making the best use of grant funding to provide a coordinated approach to terrorism prevention and response.
- Completed Risk and Gap Analyses for the Region to guide future planning and THIRA/SPR participation.

DESIRED OUTCOMES (INTERMEDIATE AND LONG-TERM)

- Maintenance and sustainment of a fully integrated NIMS-based response capability across all agencies, disciplines, and jurisdictions (including potential terrorism-based responses) in spite of personnel rotations, retirements, and new hires
- Continuously updated plans and response protocols will enable first response partners and stakeholders to better prepare for, protect against, and respond to potential emerging terrorism threats, including training and exercising to the plans.

NEXUS TO TERRORISM

This project, through updated response plans and associated training, directly relates to the National Priority Areas (NPA) of ET (Emerging Threats) and also is deemed applicable DVE (Combating Domestic Violent Extremism).

SUBPROJECT #2		HazMat/CBRN/WMD Training			
CORE CAPABILITIES					
Interdiction & Disruption (EN & ST/CP, IIS, DVE, & ET)		Core Capability #1			
Sustaining or Enhancing?	Sustaining				
Operational Coordination (EN & All NPAs)		Core Capability #2 (optional)			
Sustaining or Enhancing?	Sustaining				
SOLUTION AREAS					
PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$0.00	\$0.00	\$66,358.00	\$0.00	\$66,358.00
GAP(S) IDENTIFIED					
- Lack of training and awareness of the working environment. Average term for SWAT Team position is 3 years; every year approximately 1/3 of the team is new.- Interdiction and Disruption gap- 21SPR p.65 - Lack of knowledge relating to criminal mass casualty events due to ongoing personnel turnover. - Due to evolving tactics and threats, the implementation of best practices is constantly changing. - State SPR: Lack of needed equipment, i.e.: Technological surveillance systems for CBRNE environments are needed (page 64); train the local jurisdiction's Hazmat Teams on necessary equipment (page 65); local jurisdictions need the resources to develop HazMat response programs to include response, training, equipment and exercise (page 189); pursue the development of regional hazmat teams (page 198).					
ACTIVITIES TO BE PERFORMED					
- Train the Clark/Vancouver Hazmat Team and Cowlitz County Type 2 Hazmat on necessary equipment - Conduct recurring active threat training integrating Law Enforcement and Fire/EMS					
ASSOCIATED DELIVERABLES/OUTPUTS (IMMEDIATE)					
- Better trained Type 2 HazMat Team (Cowlitz 2 F&R) and Vancouver Fire Department's Type 1 HazMat Team. - Enhanced operational coordination through joint training and exercises, including other fire agencies in Region 4.					

DESIRED OUTCOMES (INTERMEDIATE AND LONG-TERM)

A Region-wide (covering all four counties) comprehensive and collaborative HazMat/CBRN/WMD response capability, which includes early detection and screening to maximize communities' life-protection capability during emerging threat situations. Together with the City of Vancouver's Type 1 HazMat Team and outreach to the other, more rural fire departments and districts, the Region will be better prepared for and able to protect against and respond to, terrorism-based emerging threats.

NEXUS TO TERRORISM

With the increasing potential of Emerging (terrorism - domestic/foreign) Threats, a highly capable CBRN/WMD detection and response capability is required to ensure maximum life-safety protection of residents in Region 4.

22SHSP NATIONAL PRIORITY AREA PROJECTS WORK PLAN

Clark Regional Emergency Services Agency (CRESA)

AMOUNT

\$156,008

National Priority Areas

In assessing the national risk profile for FY 2022, six priority areas attracted the most concern. Due to the unique threats that the nation faces in 2022, DHS/FEMA has determined that these six priorities should be addressed by both allocating specific percentages of HSGP funding to certain areas as well as allocating the remaining percentage across the remaining priorities. The following are the six priority areas for FY 2022:

- 1) Enhancing the protection of soft targets/crowded places (ST/CP)
- 2) Enhancing information and intelligence sharing and analysis (IIS)
- 3) Combating domestic violent extremism (DVE)
- 4) Enhancing cybersecurity (CS)
- 5) Enhancing community preparedness and resilience (CP&R)
- 6) Enhancing election security (ES)

Washington State will meet the 22SHSP priorities across multiple state and local projects.

Investment #4: WA SHSP National Priority: Domestic Violent Extremism

Per the Office of the Director of National Intelligence (ODNI), "domestic violent extremists are US-based actors who conduct or threaten activities that are dangerous to human life in violation of the criminal laws of the United States or any state; appearing to be intended to intimidate or coerce a civilian population; and influence the policy of a government by intimidation or coercion, or affect the conduct of a government by mass destruction, assassination, or kidnapping." While foreign terrorist organizations still intend to attack the Homeland within and from beyond our borders, the primary terrorist threat inside the US stems from lone offenders and small cells of individuals, comprising domestic violent extremists and foreign terrorist-inspired homegrown violent extremists. They exploit social media platforms and other technologies to spread violent extremist ideologies that encourage violence and influence action within the US.

Reducing the prevalence of targeted violence and terrorism through sustaining and enhancing capabilities is a priority. The 2021 State SPR contains gaps that will be addressed to prevent and prepare for a DVE incident -Operational Coordination: a need for integrated training between emergency response agencies; and -On-Scene Security, Protection, & Law Enforcement: equipment has reached the end of its lifecycle and/or is insufficient for surge capacity use. For response to a DVE incident, gaps will be addressed in: -Operational Communications: Radio communication gaps due to aging equipment and changes in technology; -On-Scene Security, Protection, & Law Enforcement: Special Teams and LE in urban areas do not have access to a specialized vehicle to support tactical intervention for specialized response missions; and -Interdiction & Disruption: a lack of equipment specifically Bomb Squad response equipment is needed for CBRNE response.

Through a collaborative ranking and selection process, Washington has identified several key projects within this Investment to address gaps and sustain/enhance core capabilities directly related to the DVE National Priority Area.

PROJECT #1 NP DVE: Bearcat Enhancements (Investment 4, Project 3)

NATIONAL PRIORITY AREA

Combating Domestic Violent Extremism

BRIEF PROJECT DESCRIPTION

Cowlitz County's multi-agency SWAT Team, aka Lower Columbia SWAT, has secured an armored Bearcat vehicle with the purpose of protecting the operators of the SWAT Team during highly dangerous missions in the county or outside the county, available per request throughout Region 4. In light of new and continuously emerging hazards and threat complexities, further ancillary equipment and options need to be added to this Bearcat to proportionately enhance this vehicle's capabilities.

CORE CAPABILITIES

On-Scene Security, Protection, & Law Enforcement		Core Capability #1
Sustaining or Enhancing?	Enhancing	
Interdiction & Disruption (EN & ST/CP, IIS, DVE, & ET)		Core Capability #2 (optional)
Sustaining or Enhancing?	Enhancing	

SOLUTION AREAS					
PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$0.00	\$53,008.00	\$0.00	\$0.00	\$53,008.00
GAP(S) IDENTIFIED					
State SPR: Special Teams and Law Enforcement in urban areas do not have access to a specialized vehicle to support tactical intervention for specialized response missions (page 292).					
ACTIVITIES TO BE PERFORMED					
Acquire and install ancillary equipment and options to the Bearcat enhancing the vehicle's capabilities. Potential/planned purchases: thermal image & color camera w/ flat screen monitor in vehicle, off-road/run-flat tires, radio package, roof mounted control spotlight, hydraulic front mounted ram-post & plate, and trauma lighting inside with medevac benches and IV hooks.					
COLLABORATION					
Just like the Clark County SWAT Team, which Lower Columbia SWAT trains and drills with, they respond throughout Region 4. The Team members are "interoperable" meaning that that Cowlitz County members fit perfectly into the Clark Teams and vice versa during deployments/missions.					
ASSOCIATED DELIVERABLES/OUTPUTS (IMMEDIATE)					
This investment will add to the needed equipment of the Lower Columbia SWAT Team, providing SWAT Team member protection in highly dangerous missions during potentially terrorism-based threat scenarios.					
DESIRED OUTCOMES (INTERMEDIATE AND LONG-TERM)					
Together with the Clark County SWAT Team, the well-equipped Lower Columbia SWAT Team will be better able to protect and respond to potential emerging and actually engaging threats, including terrorism-based ones.					
NEXUS TO TERRORISM AND NPA					
Emerging Threats can be and likely are terrorism related. Such threats usually develop into highly dangerous and life-threatening situations where first law enforcement responders need ballistic protection, SWAT Team needs to be protected so they can successfully respond.					

PROJECT #2		NP DVE: Vancouver MEDU - Enhance Explosive Device Response Capability (Investment 4, Project 2)	
NATIONAL PRIORITY AREA			
Combating Domestic Violent Extremism			
BRIEF PROJECT DESCRIPTION			
The Metropolitan Explosive Disposal Unit provides emergency response to suspicious items and IEDs in Southwest Washington and the greater metropolitan area as needed. a) The MEDU vehicle purchased and maintained by Vancouver Police does not currently have an assigned X-Ray scanner, which is used to "develop" the X-Ray plate once an item has been examined with X-Ray equipment, so another technician with this equipment must be called out, which can cause delays in response and resolution of time-critical incidents. Additionally, the currently available MEDU scanners are a significant technological upgrade from existing systems, which are over a decade old. b) This kit is designed for use when conducting X-ray operations on large devices, such as vehicles or trailers, where multiple X-Ray plates need to be used. With this system, you can combine multiple plates into one large plate, which allows for accurate and clear X-rays. c) Transmitters and receivers used for remote disposal and render safe operations on IEDs. These receivers add safety to bomb technicians by allowing the unit to be armed after the technician has returned up range to a position of safety. Because these receivers are small and portable, they allow bomb technician to attach them to the various robotic platforms. This also allows initiation of explosive render safe tools at the site of suspected IEDs. This saves time and improves safety by reducing possible mistakes that occur when working with unfamiliar or dissimilar equipment. Additionally, these Remote Firing Devices (RFDs) reduce the need for expensive consumable shock tube that would typically need to be run from the bomb technician safe area to the device.			
CORE CAPABILITIES			
On-Scene Security, Protection, & Law Enforcement		Core Capability #1	
Sustaining or Enhancing?	Enhancing		
Screening, Search, & Detection (EN & CS, ST/CP, DVE, ET)		Core Capability #2 (optional)	
Sustaining or Enhancing?	Enhancing		

SOLUTION AREAS					
PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$0.00	\$38,000.00	\$0.00	\$0.00	\$38,000.00
GAP(S) IDENTIFIED					
The MEDU is a regional team consisting of fifteen technicians from seven agencies. As resources and equipment are limited, they are shared across teams and deployed strategically across the region in order to provide resiliency. However, these three items are not currently available for the Vancouver technician serving Southwest Washington without calling out another technician from outside the area, which can create significant delays and exacerbate safety risks to public safety and the community. Additionally, most of the other technicians and equipment are located in Oregon, and we have to consider the potential for extended delays if traffic on one of the two interstate bridges is affected. On-Scene Security Equipment gap: Agencies in urban areas that do have access to necessary equipment reported that the items have reached the end of their lifecycle, and/or are insufficient for surge capacity use.					
ACTIVITIES TO BE PERFORMED					
Purchase the following items to enhance Metro Explosive Device Unit responses in Southwest Washington: a) an X-Ray Scanner for MEDU response to "develop" images of suspicious items or explosive devices in Southwest Washington, AEL 02EX-01-XRAP; b) X-Ray Image Panel Mounting Kit to connect up to four regular imaging plates into one giant plate to improve image accuracy and clarity for large items like vehicles or trailers that require multiple X-Ray plates, AEL 02EX-01-XRAP; and c) Remote Firing Device System to improve EDU technician safety by allowing the unit to be armed after the technician has returned to a position of safety, AEL 02EX-02-TLPB. Providing this equipment will enhance the MEDU's ability to rapidly respond, assess, and prevent CBRNE threats throughout the region.					
COLLABORATION					
The MEDU is a regional team consisting of fifteen members from seven agencies that serves the greater metropolitan area, with resources and equipment distributed throughout the region in order to provide resiliency. The team works together to identify gaps in equipment and training. This project moves the team forward in its ability to provide expedient and safe interrogation of suspicious items throughout our service area. The Vancouver Police MEDU technician and other operators are available to respond 24/7 throughout Southwest Washington and the Region IV area to any 911 calls or agency requests for assistance with suspicious items, suspected explosive devices, or other potential threats to public safety.					
ASSOCIATED DELIVERABLES/OUTPUTS (IMMEDIATE)					
The immediate intended outcome for this project is deployable portable X-Ray Scanner, X-Ray Image Mounting Kit for images requiring multiple plates, and Remote Firing Device system to enhance safety and expedite technician responses throughout Region IV. Providing these assets will enhance response time and increase access to key safety equipment for use throughout Southwest Washington and Region IV.					
DESIRED OUTCOMES (INTERMEDIATE AND LONG-TERM)					
Successful implementation of this project will allow for faster, safer identification and clearance of suspicious items, reducing fear and increasing safety for explosive device technicians, first responder staff, and the public. Once a device is rendered safe, this will also facilitate a faster return to normal operations, especially when public areas or businesses may need to be closed to the public in order to evaluate suspicious packages. This initiative will improve safety and increase ability to immediately respond, assess, and resolve IED and WMD threats.					
NEXUS TO TERRORISM AND NPA					
Relates to NPAs of Soft Targets/Crowded Places, Combating DVE, and Emerging Threats. Directly improves capability to respond to potential IED and WMD threats or attack.					

Investment #2: WA SHSP National Priority: Soft Targets and Crowded Places

Soft targets and crowded places (ST-CPs) are increasingly appealing to terrorists and other violent extremist actors because of their relative accessibility and the large number of potential targets. This challenge is complicated by the prevalent use of simple tactics and less sophisticated attacks. Segments of our society are inherently open to the general public, and by nature of their purpose do not incorporate strict security measures. Given the increased emphasis by terrorists and other violent extremist actors to leverage less sophisticated methods to inflict harm in public areas, it is vital that the public and private sectors collaborate to enhance security of locations such as transportation centers, parks, restaurants, shopping centers, special event venues, and similar facilities. Per the DHS Soft Targets and Crowded Places Security Plan Overview, "Reducing the risk of attacks against ST-CPs and reducing impacts of attacks that do occur is a shared mission..."

In the 2021 State SPR, the following gaps were identified related to preventing and preparing for to a terrorist attack on a ST-CP: - Operational Communications: Radio communication gaps in local jurisdictions due to aging equipment and infrastructure, changes in technology and the inability to keep pace, and challenges due to mountainous terrain; -On-Scene Security, Protection, & LE: LE needs UAS during large festivals and public events to identify and monitor suspicious activity; and -Screening, Search, & Detection: Lack of surveillance equipment and a need for specialized equipment for LE and specialty department agencies for continued support to LE and the communities they serve. For response, gaps will be addressed in the following: -Mass SAR Operations: Lack of Mass SAR equipment, and PPE in local jurisdictions, especially for specialty teams and a need to maintain equipment and training to ensure readiness; - Interdiction & Disruption: Lack of equipment; a need to replace expiring equipment and improve electronics, ballistic protection, communication, and other equipment used in LE operations; and lack of training and awareness of the working environment; and - Operational Coordination: Staff turnover may have created gaps in training in some departments.

Through a collaborative ranking and selection process, Washington has identified several key projects to address gaps and sustain/enhance core capabilities directly related to the ST-CPs National Priority Area.

PROJECT #3 **NP ST/CP: Region 4 Technical Rescue Team: Structural Collapse Technician Refresher Training (Investment 2, Project 5)**

NATIONAL PRIORITY AREA

Soft Targets/Crowded Places

BRIEF PROJECT DESCRIPTION

This project will provide Structural Collapse Technician (SCT) refresher training to at least 50% of the members of the Region 4 Technical Rescue Team consisting of personnel from Vancouver Fire Department, Clark County Fire District #6, and Clark-Cowlitz Fire & Rescue. SCT training is the most expensive and difficult technical rescue discipline to maintain and the initial SCT training of our personnel has largely been reliant on grant funded training through various sources. This regional team is the primary structural collapse responders in the four counties covered by Region 4.

CORE CAPABILITIES

Mass Search & Rescue Operations		Core Capability #1
Sustaining or Enhancing?	<i>Sustaining</i>	
Operational Coordination (EN & All NPAs)		Core Capability #2 (optional)
Sustaining or Enhancing?	<i>Sustaining</i>	

SOLUTION AREAS

PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$0.00	\$0.00	\$65,000.00	\$0.00	\$65,000.00

GAP(S) IDENTIFIED

Mass Search and Rescue Operations have been identified as a Severe Functional Area Gap in the 2021 SPR. Structural Collapse Technician is the most expensive of all USAR disciplines to maintain. Without grant funding, this capability will be significantly downgraded or lost in Region 4.

ACTIVITIES TO BE PERFORMED

Subject Matter Expert (SME) instructors deliver a 40-hour SCT refresher class to Region 4 Technical Rescue team personnel. This course will be hosted locally to eliminate travel, lodging, and other costs normally associated with this type of training.

COLLABORATION

The Region 4 Technical Rescue team is an ongoing collaborative effort since it is a multi-agency team based in Clark and Cowlitz Counties and deployable to Skamania and Wahkiakum Counties. It is the only team in the R4 area currently capable of conducting Structural Collapse operations at the Technician level.

ASSOCIATED DELIVERABLES/OUTPUTS (IMMEDIATE)

Immediate refresher training for at least 50% of the Region 4 Technical Rescue Team in SCT operations. The expertise of Structural Collapse Technicians to stabilize the structure/debris and extricate viable trapped victims. Function over multiple operational periods until out-of-area resources such as Washington Task Force 1 from Pierce County can arrive.

DESIRED OUTCOMES (INTERMEDIATE AND LONG-TERM)

The desired outcome is to cycle all Region 4 Technical Rescue Team members through this training every two or three years if funds are available.

NEXUS TO TERRORISM AND NPA

An act of terror involving explosives could easily bring down a building, bridge, or other structure requiring the expertise of Structural Collapse Technicians to stabilize the structure/debris and extricate viable trapped victims. SCT capability must be immediately deployable in the Region 4 area for multiple operational periods until out-of-area resources such as Washington Task Force 1 from Pierce County can arrive.

22SHSP Budget

Clark Regional Emergency Services Agency (CRESA)

AGREEMENT AMOUNT \$430,604

AMOUNT

LETPA \$140,372.00

33% of the agreement total

PERSONNEL \$214,738.00

50% of the agreement total

M&A \$8,238.00

2% of the agreement total

Sustainment Subproject(s)

		AMOUNT
SUBPROJECT #1	Region 4 Planning	\$200,000.00
SUBPROJECT #2	HazMat/CBRN/WMD Training	\$66,358.00
	M&A	\$8,238.00
	SUBTOTAL	\$274,596.00
	INDIRECT	\$0.00
	TOTAL	\$274,596.00

National Priority Area Project(s)

		AMOUNT
PROJECT #1	NP DVE: Bearcat Enhancements (Investment 4, Project 3)	\$53,008.00
PROJECT #2	NP DVE: Vancouver MEDU - Enhance Explosive Device Response Capability (Investment 4, Project 2)	\$38,000.00
PROJECT #3	NP ST/CP: Region 4 Technical Rescue Team: Structural Collapse Technician Refresher Training (Investment 2, Project 5)	\$65,000.00
	M&A	\$0.00
	SUBTOTAL	\$156,008.00
	INDIRECT	\$0.00
	TOTAL	\$156,008.00

22SHSP TIMELINE	
<i>Clark Regional Emergency Services Agency (CRESA)</i>	
DATE	TASK
September 1, 2022	Grant Agreement Start Date
NLT January 31, 2023	Submit proof of completion of Nationwide Cybersecurity Review (NCSR) - NCSR system closes February 28, 2023
January 2023	Estimated date work scheduled for one or more subprojects/projects
April 30, 2023	Submit Reimbursement Request and Progress Report
July 31, 2023	Submit Reimbursement Request and Progress Report
October 31, 2023	Submit Reimbursement Request and Progress Report
January 31, 2024	Submit Reimbursement Request and Progress Report
April 30, 2024	Submit Reimbursement Request and Progress Report
July 31, 2024	Submit Reimbursement Request and Progress Report
October 31, 2024	Grant Agreement End Date
December 15, 2024	Submit Final Reimbursement Request and Closeout Report

HSGP Performance Period: September 1, 2022 to August 31, 2025

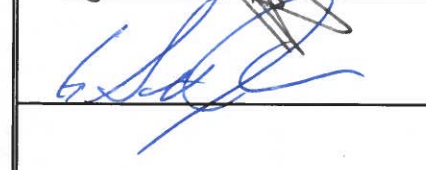
SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION Clark Regional Emergency Services Agency	DATE SUBMITTED 10/24/2022
PROJECT DESCRIPTION 22HSGP (SHSP)	CONTRACT NUMBER E23-102

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Dave Fuller	Director

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Dave Fuller	Director
	Scott Johnson	EM Division Manager

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Dave Fuller	Director
	Scott Johnson	EM Division Manager

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME Clark Regional Emergency Services Agency		Doing business as (DBA) CRESA	
ADDRESS 710 W 13th Street Vancouver, WA 98660	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) 601-153-280	Federal Employer Tax Identification #: 91 1142019
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: Date: 10/24/2022Print Name and Title: Dave Fuller, CRESA Director

Staff Report: 079-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/15/2024

SUBJECT 2023-2025 Internet Crimes Against Children (ICAC) Grant

Key Points

Enhance the Vancouver Police Department's (VPD) ability to investigate and support prosecution for Internet Crimes Against Children, helping to reduce and prevent child abuse and exploitation in our community.

Strategic Plan Alignment

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

Present Situation

VPD did not submit a grant application for funding. This is a one-time funding award offered through Seattle to the VPD Digital Evidence Cybercrime Unit (DECU) for Internet Crimes Against Children (ICAC) equipment, supplies, overtime, training, staff wellness, and other priorities. VPD intends to use this funding to invest in one-time purchases without any local subsidy or ongoing costs, including staff training, wellness initiatives, operational supplies, and other items approved by the funder.

Advantage(s)

Enhance Vancouver's capacity to investigate Internet Crimes Against Children, and address child abuse and exploitation.

Disadvantage(s)

None

Budget Impact

The 2024 Budget Supplemental recommends adding budget for the expenses associated with the grant.

Prior Council Review

N/A

Action Requested

Authorize the City Manager, or designee, to approve the 2023-2025 ICAC Grant.

Jeff Mori, Police Chief, 360-487-7498

ATTACHMENTS:

- 2023-2025 ICAC MOU



MEMORANDUM OF UNDERSTANDING

City of Vancouver
Vancouver Police Department
PO Box 1995
Vancouver, WA 98668-1995

THIS AGREEMENT is made and entered into by and between the City of Seattle Police, hereinafter referred to as "SPD" and Vancouver Police Department, hereinafter referred to as "VPD".

WHEREAS, SPD is the Lead Agency for Washington State's Internet Crimes Against Children (ICAC) Task Force;

WHEREAS, VPD is a member of the ICAC Task Force and requires funding to support its investigation and prosecution of ICAC crimes;

WHEREAS, SPD receives funding to support investigation and prosecution of ICAC crimes and wishes to share this funding with Task Force Members to further the mission of the Task Force;

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

IT IS THEREFORE MUTUALLY AGREED THAT:

This agreement is to support VPD's ICAC overtime, travel/training, equipment, wellness support and software necessary for ICAC investigations ("Scope of Work").

In the event the MOU requires a change in scope or an increase in cost beyond the amount agreed to, the SPD and VPD shall agree to any such changes in writing prior to the commencement of Services requiring the change in the scope or cost increase.

TERM OF AGREEMENT

This Agreement shall begin July 1, 2023 and terminates June 30, 2025. This agreement may be modified and continued, by amendment, for work beyond this date, by mutual agreement of the parties.

PAYMENT

SPD will pay VPD for work covered in the Scope of Work for actual costs incurred by VPD.

The funding limit shall not exceed \$50,000 and shall reflect the Parties' best estimate of the cost of work to be accomplished under this Agreement. SPD shall not be obligated for any expenditure in excess of the funding limit unless prior written authorization is received. Actual amounts reimbursed under this Agreement shall be based on actual costs incurred by VPD. In no event, shall any Party be paid for costs that are not documented pursuant to the requirements of this Agreement.

All requests for travel reimbursement will include receipts for all claimed travel expenses, with the exception of meals. VPD shall submit requests for reimbursement in accordance with the following restrictions:

- Lodging expenses shall not exceed the federal lodging rates.
- Travel expenses shall be the most economical rate available in Coach.
- Meal expenses must be in accordance with the federal per diem rates.
- Ground travel expenses, only as necessary.
- Parking expenses, only as necessary.

SPD will pay VPD pursuant to the following provisions, unless otherwise agreed in writing:

1. VPD shall submit to SPD an invoice for Scope of Work performed no later than thirty (30) calendar days following the month in which the Scope of Work was performed. Invoice shall include a summary of total costs billed to date. Any request for payment for work performed prior to July 1, 2023 or work billed later than ninety (90) calendar days after its completion shall not be eligible for payment.
2. Unless otherwise directed, VPD shall submit invoices and appropriate supporting materials to:
Seattle Police Department
Attn: Fiscal Office
PO Box 34986
Seattle, WA 98124-4986
spdap@seattle.gov
3. VPD agrees to submit a final bill to SPD within thirty (30) calendar days after the end date of this Contract and will label the invoice "FINAL BILL."

INDEMNIFICATION AND HOLD HARMLESS

VPD shall defend, indemnify, and hold SPD harmless from and against all claims, demands, losses, damages, or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property stemming from acts taken under this Agreement, caused by or resulting from:

- The sole negligence or willful misconduct of VPD, its officials, officers, employees, and agents; and
- The concurrent negligence of VPD, its officials, officers, employees, or agents but only to the extent of the negligence of VPD, its officials, officers, employees, and agents.

Company waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the City and its officials, agents, and employees.

INSURANCE

The VPD agrees that it will maintain premises operations and vehicle liability insurance in force with coverages and limits of liability typically maintained by consultants performing work of a scope and nature similar to that called for under this Agreement, but in no event less than the coverages and/or limits required by Washington state law. Such insurance shall include "The City of Seattle" as an additional insured for

primary and non-contributory limits of liability. Workers compensation insurance shall also be maintained if required by Washington state law.

TERMINATION

Either party may terminate this Agreement without recourse by the other party upon written notice to terminate. Notice of termination shall be given by the party terminating this Agreement to the other, not fewer than fifteen (15) business days prior to the effective date of termination.

AGENCY CONTACTS

Contact between the Parties regarding Agreement administration will be between the representatives of each Party, or their designee as follows:

Vancouver Police Department	Seattle Police Department
Name: Chief of Police Jeff Mori	Name: Kelly Crouch
Phone: (360) 487-7472	Phone: 206.386.9140
Email: Jeff.mori@cityofvancouver.us	Email: Kelly.crouch@seattle.gov

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the latest day and year written below.

CITY OF VANCOUVER

VANCOUVER POLICE DEPARTMENT

SEATTLE POLICE DEPARTMENT

Name: Eric Holmes Date:
Title: City Manager

Brian G. Maxey Date:
Chief Operating Officer

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:

\$ 4,004,793.80 this 15th day of April 2024.

MAYOR

COUNCILMEMBER

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
April 01, 2024 - April 07, 2024	Accounts Payable Checks (see attached)	\$ 3,998,316.27
April 01, 2024 - April 07, 2024	Hansen City Payments (see attached)	\$ 3,260.03
April 01, 2024 - April 07, 2024	Visa Refunds (see attached)	\$ 3,217.50
April 01, 2024 - April 07, 2024	Payroll Checks (see attached)	\$ -
TOTAL		\$ 4,004,793.80

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Check	17847	4/3/2024	60,625.00	1314 Kauffman LLC	
Supplier Payment	Check	17848	4/3/2024	803.28	Advance Lighting, LLC	
Supplier Payment	Check	17849	4/3/2024	8,064.70	Afghan Associates Inc	
Supplier Payment	Check	17850	4/3/2024	7,351.00	AKS Engineering & Forestry LLC - Remit-To: Tualatin Address	
Supplier Payment	Check	17851	4/3/2024	798.00	Allegheny Answering Services	
Supplier Payment	Check	17852	4/3/2024	1,638.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	17853	4/3/2024	250.00	American Inns of Court Foundation	
Supplier Payment	Check	17854	4/3/2024	695.00	American Leak Detection Inc	
Supplier Payment	Check	17855	4/3/2024	3,600.00	Andrew Prochniak	
Supplier Payment	Check	17856	4/3/2024	148.28	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	17857	4/3/2024	1,700.00	Arborscape Ltd Inc	
Supplier Payment	Check	17858	4/3/2024	86.46	AT & T Mobility II LLC	
Supplier Payment	Check	17859	4/3/2024	6,733.00	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	17860	4/3/2024	47,213.49	CECO Inc	
Supplier Payment	Check	17861	4/3/2024	1,155.38	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	17862	4/3/2024	6,435.50	Century West Engineering Corp	
Supplier Payment	Check	17863	4/3/2024	970.84	Chicago Title Company of WA	
Supplier Payment	Check	17864	4/3/2024	140,239.50	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	17865	4/3/2024	800.00	Clark County Title Company - Remit-To: Clark County - Reconveyance Fees	
Supplier Payment	Check	17866	4/3/2024	1,254.85	Clark Public Utility District No. 1	
Supplier Payment	Check	17867	4/3/2024	10,172.86	Clark Public Utility District No. 1	
Supplier Payment	Check	17868	4/3/2024	1,046.19	Clark Public Utility District No. 1	
Supplier Payment	Check	17869	4/3/2024	1,139.26	Clark Public Utility District No. 1	
Supplier Payment	Check	17870	4/3/2024	50,327.73	Clary Longview LLC	
Supplier Payment	Check	17871	4/3/2024	4,200.00	Colliers International Valuation & Advisory Services LLC - Remit-To: Colliers - Chicago	
Supplier Payment	Check	17872	4/3/2024	18,917.81	Columbia Resource Company	
Supplier Payment	Check	17873	4/3/2024	215.46	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	17874	4/3/2024	674.17	Connecta Satellite Solutions LLC	
Supplier Payment	Check	17875	4/3/2024	6,127.75	Conсор North America Inc	
Supplier Payment	Check	17876	4/3/2024	3,875.62	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	17877	4/3/2024	1,785.78	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	17878	4/3/2024	592.20	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	17879	4/3/2024	268.00	Dex Media West	
Supplier Payment	Check	17880	4/3/2024	24,673.60	Echo Electric LLC	
Supplier Payment	Check	17881	4/3/2024	10,000.00	Entisys Solutions, Inc	
Supplier Payment	Check	17882	4/3/2024	12,999.65	Epic Land Solutions, Inc.	
Supplier Payment	Check	17883	4/3/2024	1,268.00	Esix Sportswear	
Supplier Payment	Check	17884	4/3/2024	10.00	Evergreen School District 114	
Supplier Payment	Check	17885	4/3/2024	56.52	Experian Marketing Solutions - Remit-To: Experian - Los Angeles	
Supplier Payment	Check	17886	4/3/2024	7,442.50	Financial Consulting Solutions Group Inc	
Supplier Payment	Check	17887	4/3/2024	517.81	First-Citizens Bank & Trust Company	
Supplier Payment	Check	17888	4/3/2024	4,801.37	Genuine Parts Company - Remit-To: NAPA - Vancouver	
Supplier Payment	Check	17889	4/3/2024	6,870.00	Griffey Inc	
Supplier Payment	Check	17890	4/3/2024	11,228.75	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	17891	4/3/2024	10,581.87	Herrera Environmental Consultants Inc	
Supplier Payment	Check	17892	4/3/2024	20,268.00	Hi-School Properties LLC	
Supplier Payment	Check	17893	4/3/2024	3,450.00	James Rickard Day	
Supplier Payment	Check	17894	4/3/2024	1,466.10	Jamestown Networks	
Supplier Payment	Check	17895	4/3/2024	550.00	James Wallace Armstrong	
Supplier Payment	Check	17896	4/3/2024	266,458.85	Kar-Gor Inc	

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

INVOICE PAYMENTS REPORT

Supplier Payment	Check	17897	4/3/2024	2,886.05	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	17898	4/3/2024	453.17	Lakeyland Inc	
Supplier Payment	Check	17899	4/3/2024	179.36	Mark IV Enterprises Inc	
Supplier Payment	Check	17900	4/3/2024	1,500.00	Message Gears LLC	
Supplier Payment	Check	17901	4/3/2024	88,782.31	Moore Iacofano Goltsman, Inc	
Supplier Payment	Check	17902	4/3/2024	2,951.76	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	17903	4/3/2024	4,085.00	Nancy Pionk Coaching and Consulting, LLC	
Supplier Payment	Check	17904	4/3/2024	619.59	National Safety Inc	
Supplier Payment	Check	17905	4/3/2024	11,532.50	Nelson Nygaard Consulting Associates Inc - Remit-To: Nelson Nygaard Consulting Associates Inc	
Supplier Payment	Check	17906	4/3/2024	9,827.16	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	17907	4/3/2024	12,683.20	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	Check	17908	4/3/2024	1,517.49	One Call Concepts Inc	
Supplier Payment	Check	17909	4/3/2024	230.44	Pallet SPC	
Supplier Payment	Check	17910	4/3/2024	54,788.64	Parametrix, Inc	
Supplier Payment	Check	17911	4/3/2024	360.00	Phillip Poehlein	
Supplier Payment	Check	17912	4/3/2024	14,400.00	Phoung Mai T Nguyen	
Supplier Payment	Check	17913	4/3/2024	140.00	Porter W Yett Company	
Supplier Payment	Check	17914	4/3/2024	16,528.27	PPC Solutions Inc	
Supplier Payment	Check	17915	4/3/2024	499.00	Professional Translators and Multicultural Experts Inc	
Supplier Payment	Check	17916	4/3/2024	10,022.00	R & M Plant Procurement	
Supplier Payment	Check	17917	4/3/2024	2,122.50	R & W Engineering Inc	
Supplier Payment	Check	17918	4/3/2024	7,781.07	Rampart USA Corp	
Supplier Payment	Check	17919	4/3/2024	23,547.00	Rapid Response Bio Clean Inc.	
Supplier Payment	Check	17920	4/3/2024	16,500.00	Right-Way CDL Academy, LLC	
Supplier Payment	Check	17921	4/3/2024	53,293.93	Safeware Inc.	
Supplier Payment	Check	17922	4/3/2024	221.00	Shred Northwest Inc.	
Supplier Payment	Check	17923	4/3/2024	3,523.54	Shrums Pest Control	
Supplier Payment	Check	17924	4/3/2024	86,934.60	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	17925	4/3/2024	290.00	Southwest Washington Humane Society	
Supplier Payment	Check	17926	4/3/2024	399.68	State of Washington Department of Transportation	
Supplier Payment	Check	17927	4/3/2024	13.98	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	17928	4/3/2024	609.03	Stewart Title Company	
Supplier Payment	Check	17929	4/3/2024	9,962.36	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena	
Supplier Payment	Check	17930	4/3/2024	1,721.59	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	17931	4/3/2024	1,410.93	UKG Kronos Systems LLC - Remit-To: Atlanta	
Supplier Payment	Check	17932	4/3/2024	448.91	United States Department of Agriculture - Remit-To: USDA APHIS - St Louis	
Supplier Payment	Check	17933	4/3/2024	91.00	Vancouver Aire LLC	
Supplier Payment	Check	17934	4/3/2024	834.73	Vanquish Investment Group	
Supplier Payment	Check	17935	4/3/2024	628.31	W.B. Sprague Co. Inc.	
Supplier Payment	Check	17936	4/3/2024	2,532.84	Walter E Nelson Company	
Supplier Payment	Check	17937	4/3/2024	5,900.00	Washington State Criminal Justice Training Commission	
Supplier Payment	Check	17938	4/3/2024	9,493.60	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	17939	4/3/2024	16,399.79	Water Systems Consulting Inc	
Supplier Payment	Check	17940	4/3/2024	2,500.00	Webb Management Services Inc.	
Supplier Payment	Check	17941	4/3/2024	16,862.72	Western Systems Inc	
Supplier Payment	Check	17942	4/3/2024	2,824.50	Wolff Specialties LLC	
Supplier Payment	Check	17943	4/3/2024	59.68	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	17944	4/3/2024	2,282.68	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Miscellaneous Payment	Check	17945	4/3/2024	276.77	CHARMI SHAH	Refund of Lot 18 P3 parking permit
Miscellaneous Payment	Check	17946	4/3/2024	600.00	Jane Aniol	Damage Deposit Refund

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

INVOICE PAYMENTS REPORT

Miscellaneous Payment	Check	17947		4/3/2024	13,000.00	Jay Littlefield	Claim Payment - DOI: 03/26/2024 - Risk
Miscellaneous Payment	Check	17948		4/3/2024	150.00	Karen Krohling	Establish Change Fund
Miscellaneous Payment	Check	17949		4/3/2024	20.00	Kevin Long	Alarm billing ovrrpymt acct 4147 inv 99474536
Miscellaneous Payment	Check	17950		4/3/2024	19,484.48	Pacific Plumbing and Drain	Invoice # 38409405 - George B Stuart And Janet G Stuart (8420 SE Frances Ave)
Miscellaneous Payment	Check	17951		4/3/2024	48.00	Professional Credit Service	Apollo Drain and Rooter. Customer#0001476 Invoice#00032896
Miscellaneous Payment	Check	17952		4/3/2024	120.00	Shumway Neighborhood Association	2024 RecycleU
Miscellaneous Payment	Check	17953		4/3/2024	132.00	Walmart	Refund of duplicate payment to INV# 77061061
Miscellaneous Payment	Check	17954		4/3/2024	35.00	William Stacy	Refund of Parking ticket duplicate payment
Miscellaneous Payment	Check	17955		4/3/2024	594.00	Yesco LLC	Refund duplicate payment to INV#77060598
Ad Hoc Payment	Check	17956		4/3/2024	17.51	AC's Specialties	Utility Refunds: 0000005200-01
Ad Hoc Payment	Check	17957		4/3/2024	148.20	Ashley Hart or Nicole Whitehead	Utility Refunds: 0000002869-05
Ad Hoc Payment	Check	17958		4/3/2024	203.32	Bayleaf Properties LLC	Utility Refunds: 0040072030-03
Ad Hoc Payment	Check	17959		4/3/2024	77.32	Bekker, Jamie	Utility Refunds: 0031015100-03
Ad Hoc Payment	Check	17960		4/3/2024	237.44	Drynan, Kimberly or Thomas	Utility Refunds: 0500002761-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	17961		4/3/2024	83.84	Dvorak, David	Utility Refunds: 0049083605-05
Ad Hoc Payment	Check	17962		4/3/2024	70.71	Geoppo, Stacey	Utility Refunds: 0039023000-07
Ad Hoc Payment	Check	17963		4/3/2024	285.00	Johnson, Henry or Lesley	Utility Refunds: 0101002174-02
Ad Hoc Payment	Check	17964		4/3/2024	47.68	Johnson, Keith or Carol	Utility Refunds: 0124000970-02
Ad Hoc Payment	Check	17965		4/3/2024	838.35	Jordan, Brett	Utility Refunds: 0056076400-04
Ad Hoc Payment	Check	17966		4/3/2024	31.94	Kelley, Kathleen M	Utility Refunds: 0029059400-01
Ad Hoc Payment	Check	17967		4/3/2024	15.92	Moore, Dustin	Utility Refunds: 0028035300-03
Ad Hoc Payment	Check	17968		4/3/2024	13.17	Petri, Glenda or Michael	Utility Refunds: 0004011000-06
Ad Hoc Payment	Check	17969		4/3/2024	403.82	Qusay Albasri or Nisreen Altamimi	Utility Refunds: 0157001300-04
Ad Hoc Payment	Check	17970		4/3/2024	113.65	Ross, Kenneth	Utility Refunds: 0124001172-08
Ad Hoc Payment	Check	17971		4/3/2024	134.40	Simmons, Ernest J	Utility Refunds: 0159018100-03
Ad Hoc Payment	Check	17972		4/3/2024	54.37	Song Lin Young	Utility Refunds: 0126001240-02
Ad Hoc Payment	Check	17973		4/3/2024	49.78	Soni Marie or Rodney Starr Revocable Trust	Utility Refunds: 0050048600-05
Ad Hoc Payment	Check	17974		4/3/2024	6,925.88	State of WA-DCYF	Utility Refunds: 0002005101-00
Ad Hoc Payment	Check	17975		4/3/2024	151.35	Thatcher, Kristin	Utility Refunds: 0124002002-02
Ad Hoc Payment	Check	17976		4/3/2024	94.87	Vanhoy, Brian	Utility Refunds: 0093048800-13
Ad Hoc Payment	Check	17977		4/3/2024	2,614.98	Veneroso, Marc or Kathleen	Utility Refunds: 0004004500-02
			Check		1,322,797.79		
Expense Payment	Direct Deposit	EFT-00239848		4/4/2024	227.88	Riley Galster	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00239849		4/4/2024	33.75	Erik Jennings	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00239850		4/4/2024	203.50	Robert Block	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00239851		4/4/2024	35.00	Spencer Harris	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00239852		4/4/2024	203.50	Jeffrey Anaya	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00239853		4/4/2024	43.09	Cole Rodriguez	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00239854		4/4/2024	40.00	Shane Hall	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00239855		4/4/2024	108.68	Jordan Macfarlane	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00239856		4/4/2024	140.00	Steve Wilson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00239857		4/4/2024	12.43	Angie McBurney	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00239858		4/4/2024	227.88	Stephanie Biviano	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00239859		4/4/2024	8.14	Sreekanth Thirunagari	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00239860		4/4/2024	253.50	Scott Willis	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00239861		4/4/2024	25.00	James Correll	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00239862		4/4/2024	111.00	Joshua Sand	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00239863		4/4/2024	227.88	Florin Miron	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00239864		4/4/2024	666.18	Rainy Rau	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00239865		4/4/2024	227.88	Wyatt Upshaw	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00239866		4/4/2024	194.91	Michael Woods	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00239867		4/4/2024	14.11	Angela Williams	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00239868		4/4/2024	328.50	Joseph Desormeau	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00239869		4/4/2024	328.50	Carson Hoover	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00239870		4/4/2024	231.00	Chad Eiken	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00239871		4/4/2024	160.00	Kimberly Kapp	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00239872		4/4/2024	355.50	Mark Person	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00239873		4/4/2024	328.50	Cale Baker	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00239874		4/4/2024	352.00	Kelli Balada	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00239875		4/4/2024	474.50	Adriane Drozdek	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00239876		4/4/2024	352.00	Aaron Yoder	Travel Advance

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

INVOICE PAYMENTS REPORT

Cash Advance Payment	Direct Deposit	EFT-00239877	4/4/2024	202.25	Sandra Aldridge	Travel Advance
			Direct Deposit	6,117.06		
Supplier Payment	EFT	EFT-00239798	4/4/2024	7,623.43	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00239799	4/4/2024	4,600.60	PC Specialists Inc	
Supplier Payment	EFT	EFT-00239800	4/4/2024	12,032.03	Copiers Northwest Inc.	
Supplier Payment	EFT	EFT-00239801	4/4/2024	345.52	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00239802	4/4/2024	2,660.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00239803	4/4/2024	19,798.33	AirX LLC	
Supplier Payment	EFT	EFT-00239804	4/4/2024	30,134.00	Commonstreet Consulting, LLC	
Supplier Payment	EFT	EFT-00239805	4/4/2024	160.29	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00239806	4/4/2024	82,591.68	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00239807	4/4/2024	5,045.00	Pitney Bowes Inc	
Supplier Payment	EFT	EFT-00239808	4/4/2024	24,869.94	Clark EMS Physicians, LLC	
Supplier Payment	EFT	EFT-00239809	4/4/2024	4,171.00	Marten Law LLP	
Supplier Payment	EFT	EFT-00239810	4/4/2024	6,497.95	Vancouvercenter Condominium Association	
Supplier Payment	EFT	EFT-00239811	4/4/2024	85,492.30	United Site Services of Nevada, Inc.	
Supplier Payment	EFT	EFT-00239812	4/4/2024	8,905.68	Wapiti NW LLC	
Supplier Payment	EFT	EFT-00239813	4/4/2024	33,000.00	Liberty Mutual Group Inc.	
Supplier Payment	EFT	EFT-00239814	4/4/2024	916.44	Consolidated Supply Co	
Supplier Payment	EFT	EFT-00239815	4/4/2024	8,682.30	Otak Inc	
Supplier Payment	EFT	EFT-00239816	4/4/2024	8,478.60	Oregon Rifleworks LLC	
Supplier Payment	EFT	EFT-00239817	4/4/2024	8,477.81	3 Kings Environmental Inc	
Supplier Payment	EFT	EFT-00239818	4/4/2024	2,049.00	Distinctive Landscape LLC	
Supplier Payment	EFT	EFT-00239819	4/4/2024	4,362.89	Walker Consultants, Inc	
Supplier Payment	EFT	EFT-00239820	4/4/2024	7,426.50	Tierra Right of Way Services LTD	
Supplier Payment	EFT	EFT-00239821	4/4/2024	213,247.66	SDB Inc	
Supplier Payment	EFT	EFT-00239822	4/4/2024	4,642.85	The Army VanCamp Experience LLC	
Supplier Payment	EFT	EFT-00239823	4/4/2024	200.28	T2 Systems Inc - Remit-To: T2- Atlanta	
Supplier Payment	EFT	EFT-00239824	4/4/2024	11,981.83	CivicPlus, LLC	
Supplier Payment	EFT	EFT-00239825	4/4/2024	285.30	Western United Civil Group, LLC - Remit-To: Western United Civil Group, LLC	
Supplier Payment	EFT	EFT-00239826	4/4/2024	12,500.00	Vancouver Downtown Association	
Supplier Payment	EFT	EFT-00239827	4/4/2024	13,639.56	Hermanson Company, LLC - Remit-To: Hermanson Company, LLC	
Supplier Payment	EFT	EFT-00239828	4/4/2024	1,340.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00239829	4/4/2024	13,364.94	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	EFT	EFT-00239830	4/4/2024	271.75	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00239831	4/4/2024	25,127.59	Operations Management International Inc	
Supplier Payment	EFT	EFT-00239832	4/4/2024	5,225.00	Ankrom Moisan Associated Architects, Inc	
Supplier Payment	EFT	EFT-00239833	4/4/2024	12,365.45	Tapani Inc	
Supplier Payment	EFT	EFT-00239834	4/4/2024	2,759.94	PlayCreation Inc	
Supplier Payment	EFT	EFT-00239835	4/4/2024	30,371.25	Metereaders LLC	
Supplier Payment	EFT	EFT-00239836	4/4/2024	5,122.57	Live Love Outreach	
Supplier Payment	EFT	EFT-00239837	4/4/2024	13,365.34	Fire Systems West	
Supplier Payment	EFT	EFT-00239838	4/4/2024	3,977.80	Outsiderinn.org	
Supplier Payment	EFT	EFT-00239839	4/4/2024	159,202.46	Share	
Supplier Payment	EFT	EFT-00239840	4/4/2024	1,934.16	Autism Empowerment	
Supplier Payment	EFT	EFT-00239841	4/4/2024	7,789.00	Jeffrey D. Barrar, PS	
Supplier Payment	EFT	EFT-00239842	4/4/2024	18,340.94	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00239843	4/4/2024	29,246.79	Power Systems West	
Supplier Payment	EFT	EFT-00239844	4/4/2024	489,364.94	Mackay Sposito Inc	
Supplier Payment	EFT	EFT-00239845	4/4/2024	531.32	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00239846	4/4/2024	59,343.86	Family Solutions, Inc.	
Supplier Payment	EFT	EFT-00239847	4/4/2024	375.00	PBS Engineering and Environmental Inc	
			EFT	1,504,238.87		
Supplier Payment	Manual Wire		4/1/2024	3,444.22	Internal Revenue Service	
Supplier Payment	Manual Wire		4/1/2024	151,931.92	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		4/1/2024	26,463.30	Washington Dental Service	
Supplier Payment	Manual Wire		4/1/2024	12,664.22	Athlactron Holding	
Supplier Payment	Manual Wire		4/2/2024	25,502.33	United States Postal Service	
Supplier Payment	Manual Wire		4/4/2024	81,618.54	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		4/5/2024	11,216.00	VSP Vision Care Inc	
Supplier Payment	Manual Wire		4/5/2024	640,903.90	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		4/5/2024	211,418.12	Western States Health & Welfare Trust	
			Manual Wire	1,165,162.55		
			Checks	1,322,797.79		
			Direct Deposit	6,117.06		
			EFT	1,504,238.87		

INVOICE PAYMENTS REPORT

			4/8/2024	3,260.03	City Payments	Posted 04-01-24 to 04-07-24
			Hansen Total	3,260.03		
			4/8/2024	882.00	Miscellaneous	Parks Class Refunds FCC 04-01-24 to 04-07-24
			4/8/2024	2,335.50	Miscellaneous	Parks Class Refunds MCC 04-01-24 to 04-07-24
			VISA Total	3,217.50		
			Payroll Total	0.00		
			GRAND TOTAL	4,004,793.80		

City of Vancouver
Payroll Council Report
April 01, 2024 - April 07, 2024

Check No.	Date	Explanation	Amount
		No payroll this period.	

\$ -

Staff Report: 067-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/15/2024

SUBJECT Professional Services Agreement for On-Call Facilitation Services

Key Points

- Kearns & West is one of the three on-call facilitation providers for the City of Vancouver.
- Kearns & West is currently leading facilitation of the charter review process, which is scheduled to wrap up by July 31, 2024.
- The City's current contract with Kearns & West for on-call facilitation expires April 30, 2024.
- The contract amendment extends the contract to July 31, 2024, to align with the completion of the charter review process.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise.

Present Situation

The City currently utilizes Kearns & West for on-call facilitation services, including the charter review process that is underway.

The current professional services agreement with Kearns & West was entered into on May 1, 2019, and was for a period of five years. The agreement was to provide facilitation services for a variety of different processes and meetings and other related services on an as needed basis and was in response to RFP No. 2-19.

Kearns & West engaged with the City to facilitate the charter review process in October 2023. The process is currently underway with a Council workshop scheduled for May 20, 2024 to present the Charter Review Committee's recommendations to Council. Depending on Council action on the Committee's recommendations, Kearns & West will be asked to assist staff in preparing ballot materials.

To allow Kearns & West to continue work on the charter review process, staff are requesting an amendment to extend the Kearns & West professional services agreement, currently expiring

April 30, 2024, to instead expire July 31, 2024.

City staff have commenced a new procurement process for on-call facilitation services.

Advantage(s)

Allows for continuity in the facilitation of the charter review process as the Charter Review Committee finalizes recommendations for Council.

Disadvantage(s)

N/A

Budget Impact

There is no anticipated budget increase as a result of extension since agreed scope of work is unchanged.

Prior Council Review

- Professional Services Agreement No. 100042 – Approved by Council on May 1, 2019
- Professional Services Agreement No. 100042, Amendment No. 1 – Approved by Council on August 26, 2021
- Ordinance first reading on Consent - Approved by Council on April 1, 2024

Action Requested

On April 15, 2024, subject to second reading and public hearing, approve the ordinance.

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

ATTACHMENTS:

- ▣ Ordinance
- ▣ Signed_Kearns & West contract
- ▣ Amendment No. 1
- ▣ Amendment No. 2

4/1/2024
4/15/2024

ORDINANCE M - _____

AN ORDINANCE authorizing the execution of a contract amendment with Kearns & West (“Contractor”), to continue providing facilitation services for a variety of different processes and meetings and other related services on an as needed basis (“Services”) to the City of Vancouver, Washington (“City”); authorizing a contract amendment extending the contract beyond its original five-year duration; providing for severability; and setting an effective date.

WHEREAS, Contractor has provided on-call facilitation services to the City under the current agreement beginning May 1, 2019, with the original five year term expiring April 30, 2024; and

WHEREAS, to ensure continuity of on-call facilitation services in support of the charter review process, the City wishes to extend the use of Contractor’s Services until July 31, 2024; and

WHEREAS, the City anticipates undertaking a procurement process to contract on-call facilitation services in the next six months. Extending this agreement through that timeframe will ensure the City continues to receive this service through the completion of the charter review process; and

WHEREAS, pursuant to City Charter Section 11.05, the City Council has the authority to authorize the execution of contracts with a duration of more than five years by ordinance; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Approval. The City Manager or designee is hereby authorized to execute a contract amendment with Contractor for the continuation of Contractor’s Services to the City.

Section 2. Duration. The duration of such contract amendment is hereby authorized to extend beyond its original five-year duration, until no later than July 31, 2024, .

Section 3. Severability. If any clause, sentence, paragraph, section, or part of this

Ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 4. Effective Date. This Ordinance shall go into effect five days after its recording.

DATE OF FINAL PASSAGE by the Vancouver City Council:_____.

SIGNED this_____day of_____, 2024.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE authorizing the execution of a contract amendment with Kearns & West (“Contractor”), to continue providing facilitation services for a variety of different processes and meetings and other related services on an as needed basis (“Services”) to the City of Vancouver, Washington (“City”); authorizing a contract amendment extending the contract beyond its original five-year duration; providing for severability; and setting an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records)

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. 1000 42
2019 ON-CALL FACILITATION 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 Kearns & West hereinafter referred to as "Contractor", whose address is 720 SW Washington Street, Suite 305, Portland, OR 97205.

WHEREAS, the City desires to engage the Contractor to provide facilitation services for a variety of different processes and meetings and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFP) No. 2-19, Contractor's proposal to said RFP; 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 facilitation services on an as-needed basis for a variety of different processes and meetings per RFP No. 2-19 and Contractor's response to said RFP on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

The Scope of Work, schedule, deliverables and compensation of individual projects will be in writing and mutually agreed upon.

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

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours

necessary to complete that task and/or sub-task. If the Contractor underestimated the number of hours required to perform the work, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

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

This agreement is a purchase of professional services on an on call as needed basis at the rates attached. Payment for these services shall not exceed \$200,000 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; Purchase Orders; Contractor's submitted proposal to RFP No. 2-19 and RFP No. 2-19.

3. Relation of Parties.

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

4. E-Verify.

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

5. Time of Performance.

The service of the Contractor is to commence as of May 1, 2019. It is agreed services hereunder shall be completed by April 30, 2024.

6. Delays and Extensions of Time.

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

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

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

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation

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

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

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

11. City Business and Occupation License.

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

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared

between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

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

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

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

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

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

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than one million dollars (\$1,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. 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.

g. 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.

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

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

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

14. Notices.

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

City:

Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Contractor:

Sylvia Ciborowski
Kearns & West
720 SW Washington Street, Suite 305
Portland OR 97205

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Governing Law/Venue.

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

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

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

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

21. Debarment.

The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

22. Nondiscrimination.

The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

DATED this 15 day of May, 2019

CITY OF VANCOUVER,

A municipal corporation



Eric Holmes, City Manager

CONTRACTOR:

Kearns & West



Signature:

Attest:



Natasha Ramras, City Clerk

Sylvia Ciborowski, Director

By: Printed Name / Title

Approved as to form:



E. Bronson Potter, City Attorney

SERVICE AGREEMENT #C-100042
AMENDMENT No. 1
2019 ON-CALL FACILITATION SERVICES

This Agreement amends the Professional Services Agreement number C-100042 by and between the City of Vancouver, hereinafter referred to as "City", and Kearns & West Inc hereinafter referred to as "Contractor", whose address is 720 SW Washington St, Suite 305, Portland OR 97205 for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$300,000 to a revised authorized amount of \$500,000.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:



16BEE66DCDEC410...

Eric Holmes, City Manager

8/26/2021

Date

Attest:

DocuSigned by:



BCF6734E40E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



9A7DC2E31F694A2...

Jonathan Young, City Attorney

CONTRACTOR:

Kearns & West Inc

DocuSigned by:



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Signature

Kent Schwartz CFO

Printed Name /Title

8/18/2021

Date

SERVICE AGREEMENT #C-100042
AMENDMENT No. 2
2019 ON-CALL FACILITATION SERVICES

This Agreement amends the Professional Services Agreement number C-100042 by and between the City of Vancouver, hereinafter referred to as "City", and Kearns & West Inc hereinafter referred to as "Contractor", whose address is 720 SW Washington St, Suite 305, Portland OR 97205 for services offered.

This amendment amends the original agreement as follows:

1. **Amend** the language contained in Section 5, Time of Performance with language herein.
 - Term date of agreement changed to July 31, 2024.

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Kearns & West Inc

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Staff Report: 062-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/15/2024

SUBJECT Right-of-way vacation of SE 189th Ave

Key Points

- Right-of-way vacation of approximately 12,015 square feet of unimproved street right-of-way.
- Right-of-way area was dedicated with the Nielsen Short Plat, recorded in 1992.
- There are no existing utilities within the proposed vacation area.
- Proposed vacation eliminates excess and unused right-of-way.
- Staff recommends Council require no compensation for the vacated area.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise.

Present Situation

Staff has received a request from Larry Nielsen to vacate a portion of right-of-way associated with SE 189th Avenue, located on the north side of SE 15th Street. The right-of-way is specifically located within the Southeast Quarter of Section 31, Township 2 North, Range 3 East, Willamette Meridian.

This right-of-way area was dedicated as part of the Nielsen Short Plat, which was platted in the jurisdiction of Clark County and recorded in 1992 (Book 2, Page 634). At the time, none of the surrounding properties had been subdivided yet, and it is assumed that the County intended this right-of-way to be the east half of a right-of-way corridor to accommodate the future construction of SE 189th Avenue northward from SE 15th Street. However, subsequent subdivisions of the abutting properties to the west did not include dedication of the west half of the right-of-way corridor, so it is no longer possible or necessary to construct SE 189th Avenue at this location.

The right-of-way to be vacated contains no public street improvements. Staff has reviewed the City's Transportation Systems Plan and determined there is no future need for this right-of-way to accommodate public travel. Therefore, vacation of this right-of-way will have no adverse impact on the City's transportation assets.

Staff has contacted all utility owners with facilities potentially located within the subject area. The City of Vancouver has no public utilities within the area of the proposed vacation. CenturyLink (Lumen) has indicated that they have no objections to the proposed vacation. Clark Public Utilities (CPU) has indicated that they have no facilities in the vacation area. NW Natural has indicated they have no objections to the vacation.

Generally, under VMC 11.05.130, the property associated with a vacated street belongs to the abutting property owners, one-half to each, subject to established property rights. However, Washington State case law has established precedent that a property owner abutting a street vacation that never possessed the underlying property has no claim to the vacated area, and the vacated area is therefore returned to the originating property. The original dedication of this right-of-way was provided exclusively by the platting of the underlying parent property (Nielsen Short Plat, Book 2, Page 634). Therefore, the entirety of the vacated area will be conveyed back to the originating property which is now owned by the applicant.

RCW 35.79.030 provides for, but does not require, the City to collect compensation for the value of public right-of-way that is vacated. Further, VMC 11.05.120 stipulates provisions for the City to calculate and collect compensation for vacated public right-of-way. As discussed above, this right-of-way was dedicated to Clark County via platting of the underlying parent property; the property was not acquired at public expense. Staff has determined there is no future need for this right-of-way to accommodate public travel. The City has not constructed any street improvements within the subject right-of-way, and is not known to have performed any maintenance of this right-of-way area. Based on these circumstances, pursuant to VMC 11.05.120.D, staff recommends that no compensation be required for the vacated property.

Advantage(s)

1. Allows the vacated property to be placed on the tax rolls.
2. Allows the applicant to maximize use of the abutting property.
3. Relieves the City of maintenance and liability obligations for the property.

Disadvantage(s)

No known disadvantages.

Budget Impact

None

Prior Council Review

March 25, 2024 - ordinance first reading

Action Requested

On April 15, 2024, subject to second reading and public hearing, approve the ordinance.

Ryan Lopossa, Transportation Division Manager, 360-487-7706

ATTACHMENTS:

- ▣ Ordinance
- ▣ Exhibit A – Legal Description
- ▣ Exhibit B – Site Map
- ▣ Exhibit C - Overall Vicinity Map

03/25/24
04/15/24

ORDINANCE NO. _____

AN ORDINANCE vacating the right-of-way associated with SE 189th Avenue, on the north side of SE 15th Street, located within the Southeast Quarter of Section 31, Township 2 North, Range 3 East, Willamette Meridian, City of Vancouver, Clark County, Washington; and providing for an effective date.

WHEREAS, under Vancouver Municipal Code ("VMC") 11.05.040, the owner of real property abutting SE 189th Avenue, on the north side of SE 15th Street, filed a petition with the Director of Public Works, requesting the City to vacate a portion of existing right-of-way; and

WHEREAS, the subject right-of-way consists of approximately 12,015 square feet; and

WHEREAS, City staff has contacted utility owners and found that there are no public utility facilities within the right-of-way; and

WHEREAS, records indicate that the subject area of right-of-way was dedicated at no cost to the City, there are no present or future public travel needs associated with the right-of-way, and the City has been providing maintenance or upkeep of the right-of-way that is unrelated to public travel; and

WHEREAS, records indicate that the subject area of right-of-way was created by the platting of the underlying parent property (Nielsen Short Plat, Book 2, Page 634). Therefore,

the entirety of the vacated area will be conveyed back to the originating property which is now owned by the applicant; and

WHEREAS, as recommended by Staff Report No. _____, Council adopted Resolution M-_____ on March 25, 2024, and set the date of public hearing for April 15, 2024, at 6:30 p.m.; and

WHEREAS, The City Clerk caused the notices of the public hearing to be posted and published as required by law; and

WHEREAS, a public hearing was held on April 15, 2024, at which time City Council considered reports and information concerning the proposed right-of way vacation and found that: (1) A vacation of the right-of-way will better serve the public; (2) The right-of-way is no longer needed for public access and changes are not likely to occur in the future requiring the need for the right of way; and (3) There are no objections to the vacation sufficient to deny its approval.

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Right-of-Way Vacation. The street area that is described on Exhibit A and shown on Exhibit B is hereby vacated in its entirety to the underlying parent property. Exhibits A and B are incorporated by reference.

Section 2. Effective date. This ordinance shall go into effect five days after its recording.

DATE OF FINAL PASSAGE by the Vancouver City Council:_____.

SIGNED this _____ day of _____, 2024.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

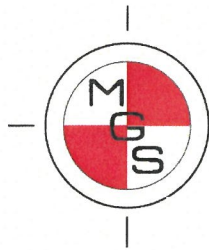
ORDINANCE NO. _____

AN ORDINANCE vacating the right-of-way associated with SE 189th Avenue, on the north side of SE 15th Street, located within the Southeast Quarter of Section 31, Township 2 North, Range 3 East, Willamette Meridian, City of Vancouver, Clark County, Washington; and providing for an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

Exhibit A

Legal Description

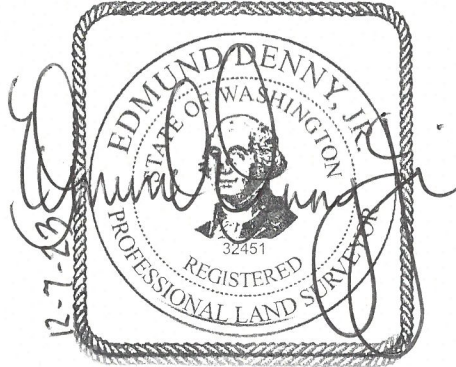


MINISTER-GLAESER SURVEYING INC.

Vancouver Office – 2200 E. Evergreen Blvd., Vancouver, Washington 98661
(360) 694-3313 (360) 694-8410 FAX
Pasco Office – 6303 Burden Blvd. Suite E, Pasco, Washington 99301
(509) 544-7802 (509) 544-7862 FAX

December 7, 2023

EXHIBIT "A"



27' RIGHT-OF-WAY VACATION:

A Strip of land in a portion of the Neilsen Short Plat recorded in Book 2 of Short Plats at page 634, records of Clark County, Washington located in the Northeast quarter of the Southeast quarter of Section 31, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southwest corner of Lot 1 of said Short Plat;

Thence North $87^{\circ}46'17''$ West, along the South line of said Short Plat also being the North Right-of-way line of SE 15th Street, for a distance of 27.00 feet to the Southwest corner of said Short Plat;

Thence North $00^{\circ}49'22''$ East, along the West line of said Short Plat, for a distance of 444.90 feet to the Northwest corner thereof;

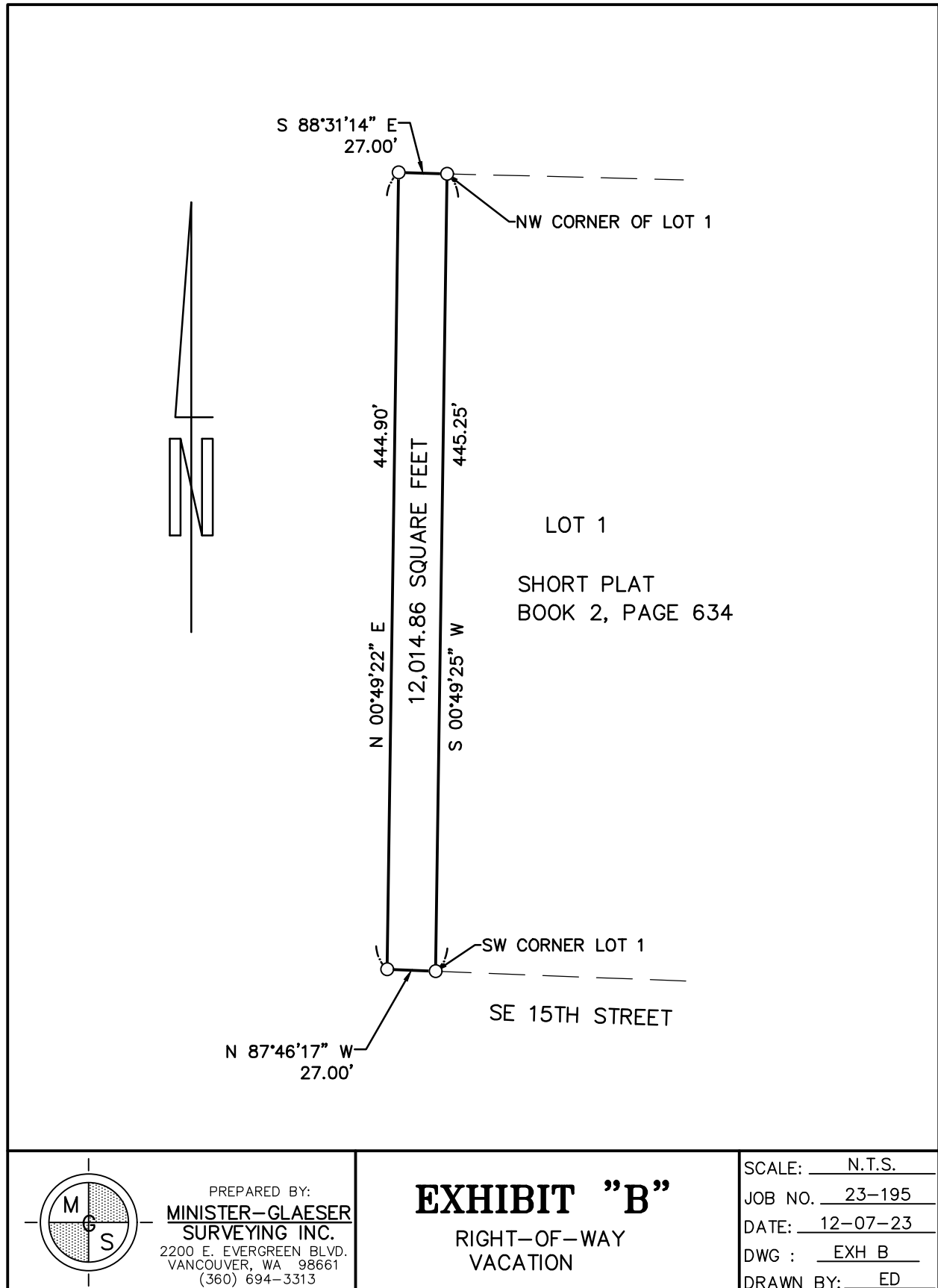
Thence South $88^{\circ}31'14''$ East, along the North line of said Short Plat, for a distance of 27.00 feet to the Northwest Corner of said Lot 1;

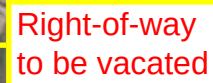
Thence South $00^{\circ}49'25''$ West, along the West line of said Lot 1, for a distance of 445.25 feet to the POINT OF BEGINNING.

Containing 12,014.86 Square Feet.

Together with and subject to easements, reservations, covenants and restrictions apparent or of record.

Exhibit B Site Map





A horizontal scale bar with a vertical tick at each end, labeled "100ft" at the right end.

Page 9 of 9

Staff Report: 063-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/15/2024

SUBJECT Right-of-way vacation at Brady Rd & 192nd Ave

Key Points

- Right-of-way vacation of approximately 7,117 square feet of unimproved street right-of-way, which is a portion of a larger right-of-way turnback from WSDOT;
- There are existing utilities within the proposed vacation area;
- Existing public stormwater facilities will be reconfigured to improve stormwater operations and accommodate the proposed vacation;
- Proposed vacation eliminates excess and unused right-of-way;
- Staff recommends Council require full compensation of current market value for the vacated area in the amount of \$136,000.

Strategic Plan Alignment

Economic Opportunity - a place where a wide variety of businesses of all sizes grow and thrive.

Present Situation

Staff has received a request from Hawes Ventures, LLC, to vacate a portion of SE Brady Road right-of-way located at the northwest corner of the intersection of SE 192nd Avenue and SE Brady Road. The right-of-way is specifically located within the Northwest Quarter of Section 8, Township 1 North, Range 3 East, Willamette Meridian.

This right-of-way area is a portion of a larger area which was conveyed to the City of Vancouver from the State of Washington with a quitclaim deed dated June 2, 2021, and Turnback Agreement No. TB4-0095, dated April 11, 2019. The terms of the quitclaim deed indicate that written approval must be given by WSDOT to vacate any portion of the turnback right-of-way area for non-transportation uses. Pursuant to this requirement, staff received a Letter of Surplus, dated October 3, 2023, indicating that WSDOT has reviewed and approved the proposed vacation.

The right-of-way to be vacated contains no public street improvements. Staff has reviewed the City's Transportation Systems Plan and determined there is no future need for this right-of-way to accommodate public travel. Therefore, vacation of this right-of-way will have no adverse impact on the City's transportation assets.

Staff has contacted all utility owners with facilities potentially located within the subject area. The City of Vancouver has utilities within the area of the proposed vacation, specifically stormwater structures and stormwater mains. City staff in the stormwater division have provided the applicant a stormwater reconfiguration plan to accommodate the proposed vacation and improve stormwater operations. The applicant has accepted the reconfiguration plan and has agreed to reconfigure the existing stormwater facilities per the direction of staff. The necessary stormwater system alterations must be constructed by the applicant prior to the proposed vacation being finalized.

CenturyLink has indicated that they have no objections to the proposed vacation but stipulated that if any CenturyLink facilities are found within the vacated area, the applicant will be required to relocate them. An existing conditions survey provided by the applicant appears to indicate that Clark Public Utilities (CPU) may have electrical lines running through a portion of the subject area. CPU has indicated that they have no objections to the proposed vacation but stipulated that all CPU facilities must be protected with appropriate easement(s). Therefore, to accommodate the various utilities located in the vacation area, the applicant will be required to provide public utility easement(s) under and over a portion of the vacated area for the construction, repair and maintenance of public utilities and services. The necessary easement dedication documents must be prepared and recorded by the applicant prior to the proposed vacation being finalized.

Generally, under VMC 11.05.130, the property associated with a vacated street belongs to the abutting property owners, one-half to each, subject to vested property rights. The area proposed to be vacated is surrounded by property owned by the applicant. Therefore, the entirety of the vacated area will be conveyed to the applicant.

RCW 35.79.030 provides for, but does not require, the City to collect compensation for the value of public right-of-way that is vacated. Further, VMC 11.05.120 stipulates provisions for the City to calculate and collect compensation for vacated public right-of-way. As discussed above, this right-of-way was conveyed to the City of Vancouver from the State of Washington via turnback agreement and quitclaim deed. The property was acquired at public expense when WSDOT originally acquired the property. The City has not constructed any street improvements within the subject right-of-way, but has performed basic maintenance of this right-of-way area as necessary to provide access to the existing public utilities. Further, the vacated area will be utilized by the applicant for a proposed commercial development. Based on these circumstances, staff recommends the imposition of compensation equal to 100% of the total appraised property value.

The City commissioned an appraisal of the subject right-of-way, which identified a fair market value of \$120,000. WSDOT reviewed the appraisal and felt that the value was slightly low. WSDOT identified additional property sales comparisons to augment the information in the appraisal, and indicated that they will accept a market value of \$136,000. Per the provisions of VMC 11.05.120, the sum of \$136,000 shall be paid to the City prior to the right-of-way vacation becoming effective.

Advantage(s)

1. Allows the vacated property to be placed on the tax rolls.
2. Allows the applicant to maximize use of the abutting property.
3. Relieves the City of maintenance and liability obligations for the property.

Disadvantage(s)

None anticipated.

Budget Impact

\$136,000 will be paid to the Streets and Transportation fund.

Prior Council Review

March 25, 2024 - ordinance first reading

Action Requested

On April 15, 2024, subject to second reading and public hearing, approve the ordinance.

Ryan Lopossa, Transportation Division Manager, 360-487-7706

ATTACHMENTS:

- ▢ Ordinance
- ▢ Exhibit A - Legal Description
- ▢ Exhibit B - Site Map
- ▢ Exhibit C - Overall Vicinity Map

03/25/24
04/15/24

ORDINANCE NO. _____

AN ORDINANCE vacating the right-of-way associated with SE Brady Road, at the northwest corner of the intersection of SE 192nd Avenue and SE Brady Road, located within the Northwest Quarter of Section 8, Township 1 North, Range 3 East, Willamette Meridian, City of Vancouver, Clark County, Washington; and providing for an effective date.

WHEREAS, under Vancouver Municipal Code ("VMC") 11.05.040, the owner of real property abutting SE Brady Road, at the northwest corner of the intersection of SE 192nd Avenue and SE Brady Road, filed a petition with the Director of Public Works, requesting the City to vacate a portion of existing right-of-way; and

WHEREAS, the subject right-of-way consists of approximately 7,117 square feet with an total appraised value of \$136,000; and

WHEREAS, City staff has contacted utility owners and found that there are public utility facilities within the right-of-way; and

WHEREAS, there are no present or future public travel needs associated with the right-of-way, and the City has been providing maintenance or upkeep of the right-of-way that is unrelated to public travel; and

WHEREAS, as recommended by Staff Report No. _____, Council adopted Resolution M-_____ on March 25, 2024, and set the date of public hearing for April 15, 2024, at 6:30 p.m.; and

WHEREAS, The City Clerk caused the notices of the public hearing to be posted and published as required by law; and

WHEREAS, a public hearing was held on April 15, 2024, at which time City Council considered reports and information concerning the proposed right-of way vacation and found that: (1) a vacation of the right-of-way will better serve the public; (2) the right-of-way is no longer needed for public access and changes are not likely to occur in the future requiring the need for the right of way, and this property is thus surplus to the needs of the City; and (3) there are no objections to the vacation sufficient to deny its approval.

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Right-of-Way Vacation. The street area that is described on Exhibit A and shown on Exhibit B is hereby vacated. Exhibits A and B are incorporated by reference.

Section 2. Effective date. This Ordinance shall go into effect five days after its recording.

DATE OF FINAL PASSAGE by the Vancouver City Council:_____.

SIGNED this _____ day of _____, 2024.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

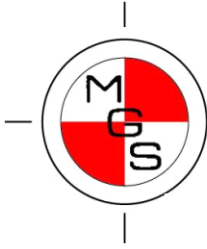
ORDINANCE NO. _____

AN ORDINANCE vacating the right-of-way associated with SE Brady Road, at the northwest corner of the intersection of SE 192nd Avenue and SE Brady Road, located within the Northwest Quarter of Section 8, Township 1 North, Range 3 East, Willamette Meridian, City of Vancouver, Clark County, Washington; and providing for an effective date.

The full text of this Ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

Exhibit A

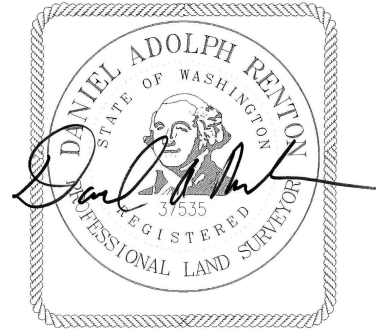
Legal Description



MINISTER-GLAESER
SURVEYING INC.

*Vancouver Office – 2200 E. Evergreen Blvd., Vancouver, Washington 98661
(360) 694-3313 (360) 694-8410 FAX*

5/23/2022



MAY 23, 2022

EXHIBIT " "

RIGHT-OF-WAY VACATION

A portion of City of Vancouver Right-of-Way located in the Southwest quarter of the Northwest quarter of Section 8, Township 1 North, Range 3 East, Willamette Meridian, City of Camas, Clark County, Washington, more particularly described as follows:

BEGINNING at the most Northerly Southeast corner of Lot 7 of "Columbia Palisades" as recorded in Book 312 of Plats, at Page 32, records of Clark County, said corner being on the West Right-of-Way line of SE 192nd Avenue;

Thence along the South line of said Lot 7 South $82^{\circ}04'52''$ West, 91.52 feet;

Thence along the arc of a non-tangent 1190.00 foot radius curve turning to the right, for an arc distance of 78.19 feet, through a central angle of $03^{\circ}45'52''$, the long chord of which bears South $06^{\circ}02'12''$ East, for a chord distance of 78.17 feet to the North Right-of-Way line of SE Brady Road;

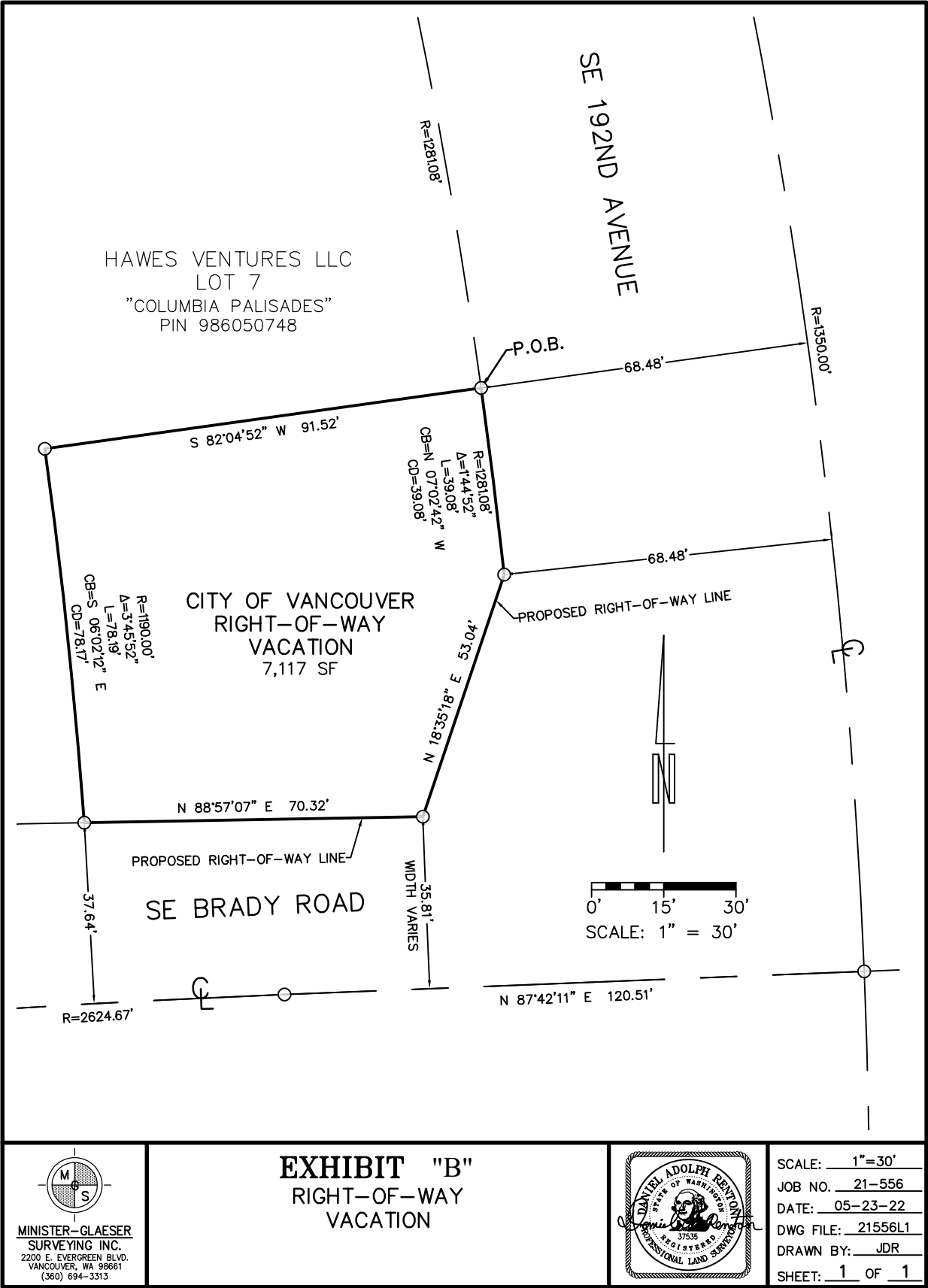
Thence along the Easterly extension of said North Right-of-Way line North $88^{\circ}57'07''$ East, 70.32 feet;

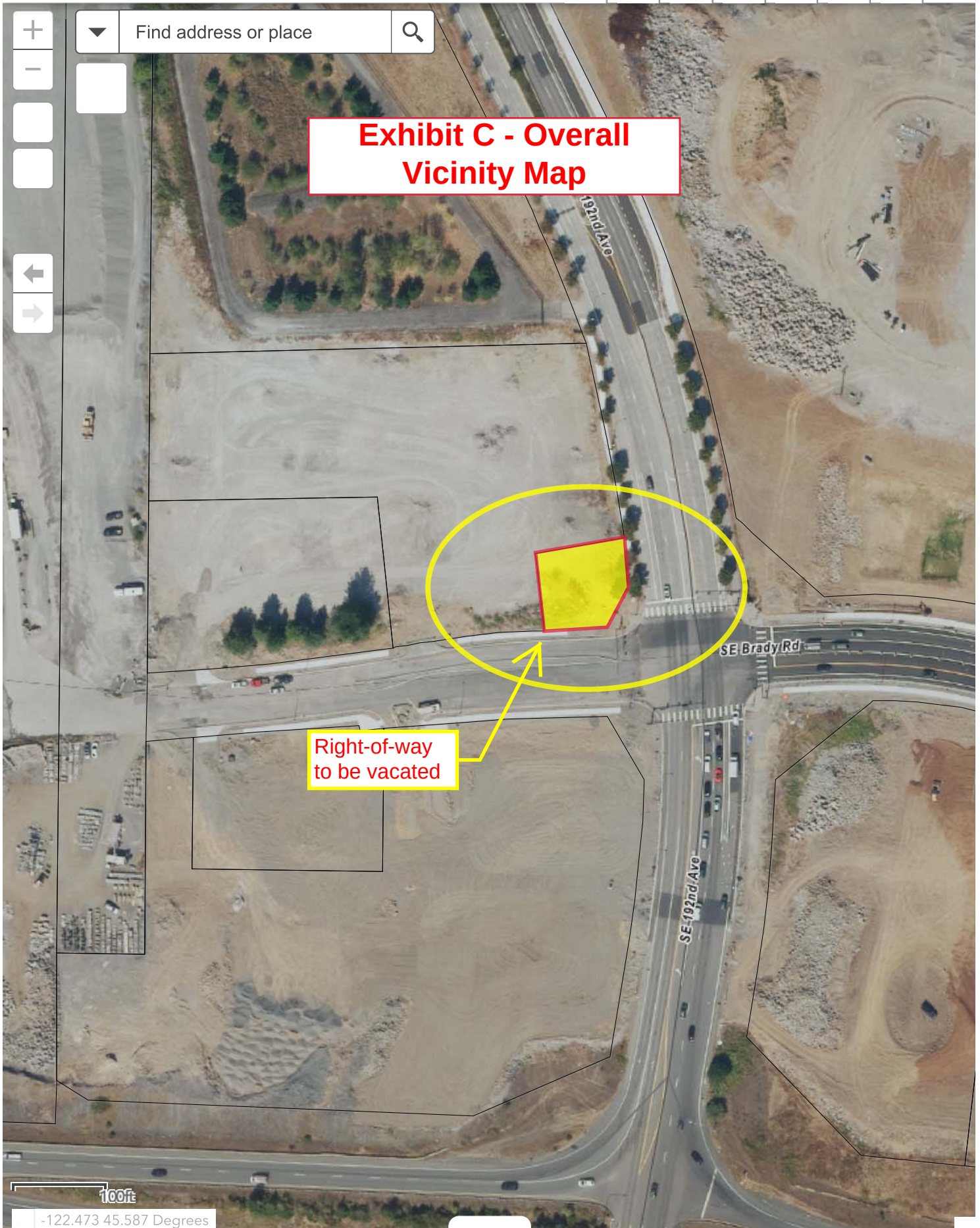
Thence North $18^{\circ}35'18''$ East, 53.04 feet to the Southerly extension of the West Right-of-Way line of said SE 192nd Avenue;

Thence along said Southerly extension along the arc of a non-tangent 1281.08 foot radius curve turning to the left, for an arc distance of 39.08 feet, through a central angle of $01^{\circ}44'52''$, the long chord of which bears North $07^{\circ}02'42''$ West, for a chord distance of 39.08 feet to the **POINT OF BEGINNING**.

CONTAINING 7,117 square feet of land, more or less.

Exhibit B Site Map







Homelessness Emergency Situation Report

Incident Name: Homelessness Emergency
Situation Report # 5

Incident Commander: Aaron Lande
Operational Period: March 2024

New Emergency Orders (if any)

NONE

Emergency Operations Center

- **We've lost 15 people since the Homeless Memorial** in December; **5 of those just since 3/25**
- Working with CRESA, VPD and VFD on data collection/tracking for emergency declaration purposes.
 - Completed the law enforcement reporting system portion of this work — new buttons for call clearance codes have been added to CAD. Currently working on protocols and definitions before rolling out to law enforcement for implementation (all local jurisdictions in Clark County opted to utilize the new call clearance code)
 - VFD reporting mechanism in place and operational.

HART Activities

- Conducted interviews for second HART Officer
- HART conducted clean-ups at Burnt Bridge Creek, around Share House and along the Mill Plain sound wall
- Community engagement and tours:
 - City of Fort Lauderdale, FL
 - City of Muskegon, MI
 - Shumway Neighborhood Association
 - Columbia River Mental Health Community Forum on Mental Health, Substance Use and Policing in Fourth Plain Corridor
 - Pierce County
 - Open House Ministries

- WA State Department of Commerce and Corporation for Supportive Housing (CSH): Case study for STEP (Shelter, Transitional, Emergency, and Permanent) Housing
- Senator Patty Murray's office

Safe Park/Safe Stays121101

- **The Outpost:**
 - Welcomed 4 new residents
 - Residents attended interviewing skills class at YMCA
 - 1 resident celebrated 4 months of sobriety and a promotion from part-time to full-time at his position
 - 2 went to detox
 - Seeds have been planted, and everyone's excited for some flowers to pop up
- **Hope Village:**
 - Welcomed 6 new residents
 - 1 person exited to housing
 - Received first direct referral from new partnership with Lifeline Crisis Triage and Stabilization Center
 - Developed new partnership with YWCA focusing on referrals for residents who have experienced domestic violence
- **415 West:**
 - 4 people exited to housing, and 6 new residents were welcomed in
 - 3 people obtained employment
 - SWWA Victory Garden was awarded a grant to assist residents with gardening and cooking classes
- **Kiggins Village:**
 - 4 people exited to housing
 - 1 went to detox
 - Partnered with Home Builders Foundation to build a fenced dog run on-site
- **Road2Home-Safe Park:**
 - 2 residents transferred from vehicle to more substantial shelter
 - 1 resident exited to transitional housing program in Portland
 - They've partnered with Ashby Family Services and Key Bank for financial wellness and education classes.
 - Received some funding from the Healthcare Authority to provide rental assistance for folks with behavioral health barriers

Community Court

- Property has been identified and property use agreements are being developed.

Columbia River Mental Health Services Community Response Teams (CRMHS- CRT) February 23 – March 21

- **Outreach**

Incoming calls screened:	10
In-Person Responses:	10
Number of businesses contacted:	81 (5 new)
Public Engagement:	36 locations, 167 individuals

- **Partnerships**

- St Vincent de Paul – twice a week
- The Lord’s Gym – weekly
- Recovery’ Café – weekly
- The Giving Closet – weekly
- Community Court – weekly
- The Center, Adventist Community Services – twice a week
- Fourth Plain Community Commons - weekly

- **Updates**

- The CRMHS Community Response Team partnered with Fourth Plain Community Commons and the NAACP Vancouver Branch for Community Forum on March 15th from 4-7pm at the Fourth Plain Commons meeting room.
 - Around **40 attendees** participated in community conversation about substance use, mental health, and policing in corridor.
 - Fourth Plain Community Commons sponsored the event and provided coffee and NAACP Vancouver Branch provided food.
 - Dr. Kevin Fischer (CRMHS NorthStar Chief Medical Officer) gave presentation regarding Fentanyl, including local trends and data.
 - Police Officer Jeremy Vanroyce and HART Officer Sean Metevia with VPD provided updates and answered community questions regarding calls for service related to substance use and violence in the Fourth Plain corridor.
 - Panel discussion that included, Dr. Kevin Fischer, Lester Griffin - Executive Director of The Foundation, Amy Ruge - CRMHS SUD Clinical Supervisor, Lauryn Sanders - CRMHS Mobile Services Manager, Jamie Spinelli – COV Homeless Response Manager, and Jeremy Vanroyce - VPD District 2 NPO

Property Closures

None