



CITY COUNCIL MEETING MINUTES

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

Anne McEnery-Ogle, Mayor

Bart Hansen • Ty Stober • Erik Paulsen • Sarah J. Fox • Diana H. Perez • Kim D. Harless

February 13, 2023

VANCOUVER CITY COUNCIL PROFESSIONAL DEVELOPMENT

Public Notice | Training Materials

Time: 4:00 p.m. to 8:30 p.m.

Break: 6:00 p.m to 6:30 p.m

Location: Birch Room, City Hall (415 W 6th Street, Vancouver, WA)

Remote Telephonic Access: Dial 1-877-309-2073 / Access Code: 528-856-661

Remote Listening Location: Aspen Room, City Hall (415, W 6th Street, Vancouver, WA)

This remote listening option is available to anyone that would like to listen in person.

AGENDA

True Colors© Professional Development

True Colors© professional development supports public sector staff, leaders, and elected officials to gain deeper skills in commonplace misunderstandings around how people may act and/or react. The professional development goals are to increase self-awareness, improve communication skills, and elevate empathy for others.

The professional development is guided by the principles outlined in the True Colors© Program.

The Professional Development of the Vancouver City Council was called to order at 4:00 p.m. by Mayor McEnerny-Ogle. This Professional Development was conducted as a hybrid meeting, including both in person and remotely over video conference for listening purposes.

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

Absent: None

City Council participated in the True Colors© Professional Development.

The City Council adjourned at 8:30 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk



CITY COUNCIL MEETING MINUTES

Vancouver City Hall | Council Chambers | 415 W. 6th St.

PO Box 1995 | Vancouver, WA 98668-1995

www.cityofvancouver.us

Anne McEnery-Ogle, Mayor

Bart Hansen • Ty Stober • Erik Paulsen • Sarah J. Fox • Diana H. Perez • Kim D. Harless

March 6, 2023

WORKSHOPS

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

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

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

https://www.cvtv.org/vid_link/35439?startStreamAt=0&stopStreamAt=3822

3:30-4:15 p.m. Pearson Field Update

Guy Lennon, Airport Manager, 360-487-8619

Summary

Staff led Council through a discussion of the Pearson Field Update.

4:15-4:45 p.m. Humane Animal Treatment Policy

Rebecca Small, Senior Policy Analyst, 360-487-8601

Summary

Staff led Council through a discussion of the Humane Animal Treatment Policy.

Councilmembers Stober and Hansen were absent from Workshops.

COUNCIL DINNER / EXECUTIVE SESSION RE: PENDING AND POTENTIAL LITIGATION (1 HR)

Mayor McEnerny-Ogle announced the Council would be entering into executive session from 4:45-5:45 p.m. to discuss Pending and Potential Litigation.

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/35441?startStreamAt=0&stopStreamAt=10970

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, and Mayor McEnerny-Ogle

Absent: Councilmembers Stober and Hansen

Motion by Councilmember Paulsen, seconded by Councilmember Harless, and carried unanimously to excuse Councilmembers Stober and Hansen.

Approval of Minutes

Minutes - February 6, 2023

Motion by Councilmember Fox, seconded by Councilmember Harless, and carried unanimously to approve the meeting minutes of February 6, 2023.

Proclamations: Red Cross Month

Mayor McEnerny-Ogle read and presented a proclamation to Michael Drake, Executive Director of the SW Washington Chapter of the American Red Cross, proclaiming March 2023, as Red Cross Month.

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:

- Nancy Dong, Vancouver
- Kathy Neary, Vancouver
- Heidi Shuler, Vancouver
- Sunal Mittal, Vancouver
- Jody Caicco, Vancouver
- Julia Trabert, Vancouver
- Tony Hungate, Vancouver
- Sandra Hungate, Vancouver
- Cindy Urlik, Vancouver
- Mark Reback, Camas, WA
- Amber Canavan, Portland, OR
- Kimberlee Goheen Elbon, La Center, WA
- Miranda Eisen, Portland, OR
- Belinda Davis, Portland, OR
- Rosalind McCallard, Portland, OR
- Donovan James, Portland, OR
- Sarah Hanneken, Portland, OR

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

Consent Agenda (Items 1-8)

Council requested Items 3, 5 and 7 be pulled for discussion.

Council discussed the Items with staff.

Council agreed to remand Item 5 back to staff and pulled it from the Consent Agenda.

Motion by Councilmember Fox, seconded by Councilmember Paulsen, and carried unanimously to approve Items 1, 2, 4, 6, and 8 on the Consent Agenda.

Motion by Councilmember Fox, seconded by Councilmember Paulsen, and carried unanimously to approve Item 3 on the Consent Agenda.

Motion by Councilmember Paulsen, seconded by Councilmember Perez, and carried unanimously to approve Item 7 on the Consent Agenda.

1. Approval of Allocation and Participation Agreements for State of Washington Settlement with Certain Opioid Manufacturers and Retailers

Staff Report: 034-23

Since 2015, local governments around the Country have been united in efforts seeking to hold the manufacturers, distributors, and pharmacies of opioids responsible for the harms caused to their residents. The City of Vancouver joined this fight in 2019, filing suit against a number of manufacturers, distributors and pharmacies. That lawsuit was then transferred to the Northern District of Ohio as part of a nationwide multi-district litigation. The lawsuit has been pending there ever since.

On January 20, 2023, the City received notice that the State of Washington formally joined a national settlement with several major Opioid retailers. Specifically, the State joined the national settlement with Teva, Allergan, CVS, Walgreens, and Walmart. The State did not join the national settlement with Johnson & Johnson. In this settlement, the State will receive roughly \$434 million, but this settlement is contingent upon how many local jurisdictions within Washington join the settlement. The State has agreed to split the settlement funds 50% to the State and 50% to local jurisdictions.

The Council approved a memorandum of understanding in April 2022 that delineates the amount the City of Vancouver would receive if any statewide settlement was reached: 1.7306605325%. As such, assuming the requisite number of jurisdictions join this settlement, the City could recover approximately \$3 million, after attorneys' fees, to be used to combat the impacts of opioids. To join in this settlement, the Council must authorize execution of the attached Allocation Agreement and Participation Form on or before April 18, 2023.

Of note, the settlement does not affect or impact the City's claims against

any entity other than the five released retailers identified above.

Request: Authorize the City Manager or designee to execute the "Washington State Allocation Agreement Governing the Allocation of Funds Paid by Certain Settling Opioid Manufacturers and Pharmacies," all attached Exhibits thereto, and any additional required documentation to settle the City of Vancouver's claims against Teva, Allergan, CVS, Walgreens, and Walmart.

Dan Lloyd, Assistant City Attorney, 360-487-8520

Motion approved the request.

2. Sourcewell Contract Renewal

Staff Report: 035-23

The City has used the Sourcewell contract to purchase play equipment for Esther Short, Marshall and Ida Jones Bell Parks for a sum of \$295,000. Any future purchases will exceed the current contract's \$300,000 spending threshold. This request will amend the request contract for purchases to be made according to the departments' current authorized budget in place of setting a new spending threshold. In keeping with Park's effort to streamline purchases, staff is requesting the ability to purchase from this contract and take advantage of the contract pricing.

Request: Authorize the City Manager or their designee to approve purchases under Sourcewell Contact #010521-LSI for play equipment, shade, shelters, splash play, site furnishings and playground surfacing from Landscape Structures, Dealno, MN, for the life of the contract up to the current authorized budget.

Terry Snyder, Senior Park Developer, 360-487-8317

Motion approved the request.

3. Kuni Playground Donation

Staff Report: 036-23

Staff within the City has been working with the staff at the Kuni Foundation over the last 6-8 months to explore and agree on a redesign agreement for Fruit Valley Park playground. Fruit Valley Park currently contains a playground that is 29 years old and is on the list to be replaced in the next few years.

Both staff at the City and the Foundation are interested in providing more inclusive playgrounds in Vancouver. The playground to be built will give more community members the ability to use and enjoy. The playground will be built to ensure accessibility for mobility devices and also to create a balance of play experiences that are engaging to children of all abilities,

including those with limited mobility, sensory deficits or other developmental issues. The playground will be named to honor Elizabeth Austin.

The timeline for the playground process is to complete the public engagement on a new playground master plan in 2023. Some design work may be accomplished in 2023, but the majority of the plans and specification will be completed in 2024. Once the plans and specification are complete, the park documents will be sent out for bids. It is anticipated that some of the playground removal work can begin in the later part of 2024, with the playground being complete and open to the public in 2025.

Once the playground is complete a grand re-opening of the playground will occur and the “Elizabeth Austin Playground” will be open to the public.

During the entire planning process and through construction, the City of Vancouver will be actively engaged with the Kuni Foundation on the process and details through the installation of the new playground elements. The Kuni Foundation has pledged one million dollars in funding for this new playground.

Request: City Council to accept the Kuni donation of \$1,000,000 for the development of a new Fruit Valley playground to be named Elizabeth Austin Playground.

Julie Hannon, Park Development Services Manager, 360-487-8309

Motion approved the request.

4. Ida Bell Jones Park Closeout

Staff Report: 037-23

- *Allcon, LLC, of Brush Prairie, Washington has satisfactorily completed the subject improvements in accordance with the plans and specifications.*

TOTAL CONTRACT COSTS	
<i>Labor, Equipment and Material</i>	<i>\$562,142.46</i>
<i>Sales Tax</i>	<i>\$39,936.78</i>
<i>Total</i>	<i>\$602,079.24</i>
<i>Retainage</i>	<i>\$28,107.12</i>

- *The original construction contract bid amount was \$580,234.00. Change orders and quantity adjustments during construction increased the contract amount by 3.6% to \$602,079.24.*
- *The City’s apprenticeship utilization requirement is based on the engineer’s estimate that was published at the time of bidding. The engineer’s estimate, calculated in March of 2022, for this project was*

below the required threshold for apprenticeship utilization, and therefore there will be no apprenticeship goals for this contract.

Request: On March 6, 2023, accept the Ida Bell Jones (Rose Village) Neighborhood Park project as constructed by Allcon, LLC of Brush Prairie, and authorize release of the retainage, subject to receipt of all documentation required by law.

Terry Snyder, Senior Park Developer, 360-487-8317

Motion approved the request.

5. **Clark County Comprehensive Plan update – Resolution stating City of Vancouver principles for decisions impacting Vancouver UGA and City**

Staff Report: 038-23

A RESOLUTION establishing guiding principles for City of Vancouver engagement in regional decisions impacting Vancouver Urban Growth Area (UGA) and City of Vancouver as part of the 2025 Clark County Comprehensive Plan update.

Local growth forecasts, UGA boundaries and associated land uses were last adopted in 2016. The current update will be the fifth since the Growth Management Act (GMA) was established in 1990 and 1991. Clark County initiated the current update with a public kick-off meeting on January 19, followed by release of a County Public Participation Plan identifying key regional growth decisions in spring and summer 2023, followed by environmental review and identification of updated UGA designations in 2024, with final adoption of final plans including policies and land use designation in spring 2025.

The potential magnitude of the growth decisions is unclear. If Clark County adopts the medium local forecast option provided by the state Office of Financial Management (OFM) of 698,000 persons by 2045, which OFM estimates as most likely to occur, it would mean planning for roughly an additional 175,000 persons countywide beyond estimated current levels. Vancouver's share of this is also unclear. Under past practices, cities were only allocated what they had room for under County capacity modeling, with the remainder allocated to UGAs.

Under GMA changes adopted in 2021 under HB 1220 addressing affordable housing, if the medium countywide forecast is chosen locally, there would likely be an obligation to plan for and accommodate roughly 50,000 housing units countywide that are affordable at 80% of Area Median Income or below, with most of these required to be affordable at the 50% or below AMI level. Specific housing obligations are unclear, as other legislation being considered in the current session may replace these

requirements.

City staff has participated in the County update thus far through the County public kick-off meeting and monthly interjurisdictional staff meeting and has commented on the recent draft County Public Participation Plan.

Going forward, staff envisions confirming specific direction with the City Council in advance of key decision points, beginning with the County hearing to adopt a countywide population forecast on April 18.

To better guide City engagement at all levels throughout the process, a Council resolution containing a set of framework principles is provided for Council consideration as an attachment to this staff report. By necessity given the various uncertainties at this time, it is framed as principles, rather than specific outcomes.

Request: Adopt the Resolution stating the City of Vancouver Principals.

Bryan Snodgrass, Principal Planner, 360-487-7946

Item was pulled from the agenda.

6. Title 17 Building Code Ordinance Changes

Staff Report: 014-23

AN ORDINANCE relating to the updating of VMC Title 17 to align the permit deadlines with impact fee deadlines, to update the permit application process to an electronic format, update the inspection scheduling process, to allow for remote inspections at the discretion of the Building Official, adjust the minimum fee refund amount, to clarify violations for the purpose of enforcement, and general cleanup of repetitive sections; providing for savings, severability and an effective date.

The Community Development Department, which includes the building plan review, inspection and code compliance programs, is responsible for the administration and enforcement of the building codes ordinance. The "Building Official" for the City provides direct day-to-day management and oversight of the enforcement and administration of City building codes and ordinances codified in VMC Title 17, as well as for construction permits under Section 105 of the International Fire Code (IFC), adopted in VMC Chapter 16.04.

The City established the Building and Fire Codes Commission (BFCC) to advise the City Council regarding the technical codes and methods contained in VMC Title 16 and 17, and to provide for reasonable interpretations of the adopted technical codes. One of the primary duties of the BFCC is to review and make recommendations to City Council prior to its action on all proposed new codes and proposed changes to existing

construction codes and regulations relating to building and fire. The BFCC reviewed the proposed changes to Title 17 VMC on October 6, 2022, and recommended them for adoption by City Council.

SUMMARY OF PROPOSED CHANGES

The focus of the proposed updates is to address minor clean-up items and to capture a few larger and substantive items which help align VMC 17.08 with other sections of the VMC. The following is a summary of the proposed changes (staff has noted which items are considered clean-up items or more substantive in nature):

- To clarify the Application Filing Date to mean the date on which the electronic record of the permit application is created in the City's e Plans permit system and a permit number is assigned. [clean-up]
- The City has transitioned from a paper-based permit submittal process to an electronic based permit submittal process. All references to a paper-based process have been removed and updated to refer to an electronic-based process which the City now uses. [clean-up]
- To adjust the permit application expiration deadline from 180 days to one year, which will reduce an administrative burden on applicants and staff. The one-year timeframe aligns the permit process with the requirements of the City's impact fee payment process (VMC 20.915.020). The building official may grant an extension of the permit application beyond one year where, in the judgment of the building official, extenuating circumstances exist that warrant such an extension and the development review approvals are being actively pursued. [clean-up]
- To update the inspection processes to allow virtual inspections when, in the opinion of the building official, the work is minor enough in nature that the inspection can be performed remotely. This enables the City the option of providing more timely inspections and aligns with the current protocol being used by the State of Washington Labor and Industries. [clean-up]
- To adjust the inspection scheduling timeframe from a 10-day maximum window to a three-day maximum window to complete the inspections upon the inspection request, to better align with department practices. [clean-up]
- To ensure the work being completed is the responsibility of the property owner, the project contractor, and the permit holder. Previously this was only the responsibility of the permit holder. [clean-up]
- To adjust the fee refund process to capture administrative costs, to better align with Council's target cost recovery policy. Fees assessed that are less than \$222 will be retained by the city as a non-refundable administrative processing fee unless the building official or fire code official determine that the fees assessed and collected were a result of an error by the City. [clean-up]

A more substantive clarification is recommended to VMC 17.32.040 "Unfit buildings, dwellings and structures defined" whereby each itemized defect listed in this chapter shall be considered a distinct code violation for the purpose of enforcement action under VMC Title 22, which will allow for individual violations to be addressed and resolved separately.

- *For the purposes of this chapter, any dwelling, building or structure which has any or all of the conditions or defects described in this section shall be deemed to be an unfit dwelling, building or structure, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public is endangered. Each itemized defect listed in this chapter is considered a distinct code violation for the purpose of enforcement action under VMC Title 22.*

Request: On March 6, 2023, approve the Ordinance on first reading, setting the date of the second reading and public hearing for March 20, 2023.

Jason Nortz, Development Review Division Manager, 360-487-7844

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

Motion approved the request.

7. Appointment to the Vancouver Housing Authority Board

The Vancouver Housing Authority (VHA) Board is appointed by the Mayor to provide opportunities to people who experience barriers to housing because of income, disability or special needs in an environment which preserves personal dignity, and in a manner which maintains the public trust.

Recently Mayor McEnemy-Ogle interviewed four applicants, including one incumbent, for one position and recommends the reappointment of Joan Caley with a term beginning immediately and expiring February 1, 2028.

Request: Reappoint Joan Caley to the Vancouver Housing Authority Board of Directors, term beginning immediately and expiring February 1, 2028.

Mayor McEnemy-Ogle

Motion approved the request.

8. Approval of Claim Vouchers

Request: Approve claim vouchers for March 6, 2023.

Motion approved claim vouchers in the amount of \$7,391,036.27.

Public Hearings (Item 9-11)

9. Kevanna Park Meadows Planned Development

Staff Report: 028-23

Option A

AN ORDINANCE approving the concept development plan for the Kevanna Park Meadows Planned Development; and providing for severability and an effective date.

Option B

AN ORDINANCE approving with conditions the concept development plan for the Kevanna Park Meadows Planned Development; and providing for severability and an effective date.

The applicant requests approval of a proposed planned development consisting of a 33-lot single-family subdivision totaling 6.08 acres in the R-6 Lower Density Residential zone.

Planned developments allow for flexibility in certain development standards in order to promote creativity in design and efficient use of the land; increase economic feasibility; and preserve existing landscape features and amenities. The proposed planned development includes over three acres of open space, as well as restoration of the Burnt Bridge Creek riparian management area through the planting of 70 native trees and 920 native shrubs.

Planned developments allow for an increase in density of up to 15% more lots than the maximum density of the R-6 District, which results in up to 33 lots. The proposed development is proposing 33 lots, only four more than is allowed under the standard R-6 requirement.

On Jan. 17, 2023, a duly noticed public hearing was conducted before the City's Land Use Hearings Examiner. On Feb. 1, 2023, the Hearings Examiner issued findings, conclusions and recommendations. The Hearings Examiner recommends that both the planned development and subdivision ordinance, subject to recommended conditions, be approved by City Council.

Request: On Monday, March 6, 2023, subject to second reading and a public hearing, approve either the Option A ordinance or the Option B ordinance, with conditions, approving the planned development; and subject to the Council's decision on the

proposed ordinance, grant preliminary plat approval of the proposed subdivision.

Andrew Reule, Senior Planner, 360-487-7891

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

Mayor McEnerny-Ogle opened the Quasi-Judicial Hearing for the Kevanna Park Meadows Planned Development.

Jonathan Young, City Attorney, provided an overview of the hearing and explained the guidelines of conducting the hearing invoking the Appearance of Fairness Doctrine. Mr. Young stated the Council would be asked to disclose any ex parte communication or other Appearance of Fairness issues pertaining to the matter.

Mr. Young then asked each member of the Council to disclose any direct or indirect financial benefit they could derive from the decision and determined there were no messages requiring disclosure.

All of the Councilmembers reported nothing to disclose.

Andrew Reule, Senior Planner, provided an overview of the Kevanna Park Meadows Planned Development. Time was provided to the applicant.

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

- Chad Stewart, Ginn Group, LLC, Vancouver (Applicant)
- Jayson Taylor, PLS Engineering, Vancouver (Applicant's Representative)

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

Motion by Councilmember Fox, seconded by Councilmember Harless, and carried 4-1 to approve the Option B Ordinance. Councilmember Paulsen voted No.

Due to the Option B Ordinance only being presented to Council during this meeting, Option B Ordinance was scheduled to come back for final approval on March 20, 2023.

10. **Stutesman Rezone Proposal**

Staff Report: 029-23

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive

Plan and Zoning map designation for adjacent tax lots 159762000, 158901000, 604757000, and 159800000, located at 9309 NE 52nd Street, and 5204, 5206 and 5118 NE 94th Avenue, respectively; providing for severability; and providing for an effective date.

The approved Comprehensive Plan and zone change was for three adjacent properties, which carried four addresses (9309 NE 52nd St, 5204 NE 94th Avenue, 5205 NE 94th Avenue, 5118 NE 94th Avenue) and four assessor serial numbers (159762000, 158901000, 6047575000, 159800000), because one of the properties included two mobile homes. The adopting ordinance only referenced three parcel numbers and three addresses.

Request: On March 6, 2023, subject to second reading and a public hearing, approve the attached ordinance.

Bryan Snodgrass, Principal Planner, 360-487-7946

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

Bryan Snodgrass, Principal Planner, provided an overview of the Stutesman Rezone Proposal.

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

- Kimberlee Goheen, La Center, WA

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

Motion by Councilmember Fox, seconded by Councilmember Paulsen, and carried unanimously to approve Ordinance M-4405.

11. Revisions to Temporary 6-Month Moratorium Ordinance on Large Warehouses greater than 100,000 square feet in the IL Light Industrial and IH Heavy Industrial Districts

Staff Report: 030-23

AN ORDINANCE amending and restating Vancouver City Ordinance M-4396, an ordinance declaring an emergency and imposing a temporary moratorium for the duration of six months upon the acceptance and processing of applications for permits for the development or expansion of large warehouse and distribution facilities totaling more than 250,000 square feet under the Warehouse/Freight Movement use classification in the Light Industrial (IL) and Heavy Industrial (IH) zoning districts, as defined in Vancouver Municipal Code Title 20 or as otherwise allowed, such as by prior development agreement,

based on certain findings of fact justifying such action and adopted by City Council, and establishing an immediate effective date.

- *There have been seven pre-development or development applications for large warehouse and distribution facilities between 275,000 square feet up to 680,000 square feet, which are much larger than typical warehouses, for a total of 3.34 million square feet of proposed new warehouse structures;*
- *These extremely large facilities appear to be a growing trend in response to an increased demand for online shopping and parcel delivery, and the size of these new types of facilities and fast pace of this change is a growing concern in other communities throughout the U.S.;*
- *Such facilities consume vast amounts of limited industrial land, yet provide very few jobs per acre and offer typically low skill and low wage positions, and are therefore not a high priority use in the Clark County Economic Development Plan, which the City has adopted;*
- *A primary concern is the land-intensive nature of these large warehouses and low job creation, but other issues such as air pollution, implications on the City's climate action goals, increase in truck traffic to vulnerable neighborhoods, and appropriately locating such warehouses near major arterial routes and highways need to be analyzed;*
- *On February 6, 2023, City Council affirmed the moratorium but, in order to minimize impacts to local manufacturers or business-to-business storage needs, requested that the scope be narrowed as follows: 1) increase the total size of warehouse projects subject to the moratorium from 100,000 square feet to 250,000 square feet; 2) exempt the Port of Vancouver from the moratorium on property owned by the Port and provided that any warehouse is for shipment of bulk goods, not home delivery of retail goods; and 3) exempt warehouse facilities that are exclusively for traded sector goods;*
- *The initial moratorium was enacted by ordinance, therefore any changes to the scope including exemptions must also be enacted by ordinance, following a public hearing;*

Request: On March 6, 2023, subject to second reading and a public hearing, approve the ordinance.

Chad Eiken, Community Development Director, 360-487-7882

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

Chad Eiken, Community Development Director, provided an overview of the Temporary Moratorium Ordinance on Large Warehouses greater than 100,000 square feet.

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

- Heidi Cody, Vancouver
- Ron Arp, Vancouver
- Mike Bomar, Vancouver

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

Motion by Councilmember Paulsen, seconded by Councilmember Perez, and carried 4-1 to approve Ordinance M-4406. Councilmember Fox voted No.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Complete Streets - McGillivray Blvd Safety and Mobility Project

Emily Benoit, Senior Planner, discussed the Complete Streets - McGillivray Blvd Safety and Mobility Project.

Community Court Program

Kevin McClure, City Prosecutor, discussed the Community Court Program.

Adjournment

9:20 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.

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Vancouver Constituent Comment on the Banning of Foie Gras and Ban of Fur
Date: Friday, March 3, 2023 12:18:11 PM
Attachments: [image003.png](#)

Comment for council. Thanks!

Thanks!

Shannon Ripp | Support Specialist III



CITY OF VANCOUVER, WASHINGTON

City Manager's Office

P: (360) 487-8607

www.cityofvancouver.us

From: jane@mcintosh.com [REDACTED]
Sent: Friday, March 3, 2023 10:06 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Vancouver Constituent Comment on the Banning of Foie Gras and Ban of Fur

You don't often get email from [REDACTED] [Learn why this is important](#)

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

Dear Council Members,

Thank you so much for all you do and with all you put up with in terms of people voicing their comments. I am quite sure all are not the most pleasant.

I am a recent transplant to the lovely city of Vancouver and I so, so am enjoying our lovely community. I know our community is very aware of animal cruelty and there are so many individuals who love animals and don't want to see them suffer.

Please, please vote **in favor of banning the sale of fur, foie gras and also preventing the sale of dogs/kittens from commercial stores.**

Let our Vancouver set the precedent for future cities to follow with that awareness to promote kindness to all humans and non-human animals.

Thank you so much.

Vancouver Resident,
Jane McIntosh



Vancouver, WA 98686

-



Jane McIntosh, MA, CNS, E-RYT 500



Certified ✓ **wellcoach**

From: [Jaimie](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Thursday, March 2, 2023 3:56:29 PM
Attachments: [city_council_letter.docx](#)

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



City Council Contact Form

Submitted date: Thursday, March 2, 2023 - 3:56pm

Contact Information

First name:

Jaimie

Last name:

Garver

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98663

Inquiry Information

Subject:

Comment on an upcoming Council agenda item

Recipient:

All of Council

Message:

Please see attached and thank you for your consideration

Upload a file:

[city_council_letter.docx](#)

RE: Ban on sale of non-rescue kittens and puppies in pet stores

City Council

To Whom it May Concern-

I am writing this letter in support of banning the sale of non-rescue kittens and puppies in pet stores in Vancouver Washington and surrounding areas. Many cities and states have begun to implement this ban in order to help combat the disgusting, inhumane and torturous puppy and kitten mills across the United States. Allowing our pet stores to sell puppies and kittens is supporting those mills and keeping them in business. We as a city are complicit in allowing them to operate if we turn the other way in regard to our pet stores and where these animals come from. For a full list of cities and states who have already implemented Humane Pet Sale Laws- <https://bestfriends.org/advocacy/ending-puppy-mills/states-humane-pet-sales-laws>

When you buy a puppy or kitten from a pet store you are most likely supporting a mill, which is an inhumane breeding operation where profits take priority over the health and welfare of the animals. The animals live in small cages, often times only 6 inches larger than the animal itself, where the females are bred constantly in order to produce as many offspring as possible to supply pet stores. These dogs get little to no veterinary care, no love, spoiled food and rancid water and once they can no longer produce puppies they are tossed out or killed. The puppies and kittens get no socialization which leads to many behavioral problems which new owners are tasked to deal with, including aggression issues.

Many pets that are sold in our pet stores are sick and have behavioral issues from how they were raised in the mills and transported from other states. This burden is placed on the owners who buy those animals and then when those owners can't afford their care and medical bills, often times after exhausting credit options and driving up their debt, they end up in shelters or euthanized.

Shelters and rescues in our area are overrun and overcapacity with little to no resources available to combat the rising numbers of kittens and puppies. Many rescues and shelters are considered no-kill but I fear this status may be in jeopardy if we continue to allow pet stores to sell puppy and kitten mill animals. Pet stores should be working in support of shelters by offering animals for adoption within their business. This would help stop puppy and kitten mills, help get more adoptable pets into homes, and alleviate the strain the shelters and rescues are currently under.

I have been the President of Furry Friends for almost 4 years now and have witnessed first hand the huge pressure shelters are under to help as many animals as possible, continue providing them with amazing care, remain no-kill and continue to be at capacity with little to no resources available. We currently spend close to \$150,000 a year just in medical expenses for the cats and kittens in our care, not to mention the food it takes to keep them healthy. Banning the sale of kittens and puppies in pet stores would be one step in the right direction to support the city's shelters, many of which are volunteer ran and all are non-profit. These organizations are vital within our community and deserve as much support as possible.

Currently, the State of Washington House bill 1424 passed in April 2021 prevents NEW pet stores from being able to sell puppies and kittens but, does not encompass existing pet stores. Other cities in Washington have stepped-up for animal welfare and enacted laws to prevent supporting mills such as Bainbridge Island, Bremerton, Poulsbo, Gig Harbor, Kitsap County, Olympia, Lacey and Tumwater. Many

states have supported this initiative and prohibit pet stores from selling dogs and cats sourced from commercial breeders, such as California, Maine and Maryland, and instead stores can offer available for adoption animals from rescues and shelters.

I urge you to consider this matter a top priority for animal welfare in our area and as a whole across the Nation. We, in the Pacific Northwest, are known for our love and care of our animals. We need to continue to show that and be leaders in the fight to stop puppy and kitten mills and the inhumane treatment of animals for profit.

I would also like to show my support for the ban on the sale of foie gras and the ban on the sale of new fur products. As animal welfare advocates it is important that we take a stand against all animal cruelty within our communities and educate the public on these matters. Taking the steps to enact new laws will help to educate the community around these pressing issues and help to put an end to animals' needless suffering.

Ending the sale of new fur products will help to embrace the cruelty-free culture we, as a society, should embrace. These animals spend their lives in cages, in cruel conditions, solely for their fur. Most of the furs that are here are imported from China where there are no animal welfare regulations for fur animals. Tests on fur in the United States have shown that these fur products are also made up of cats and dogs. Cities across America have already begun to enact laws to prevent the sale of new fur products, as well as other countries, such as the UK.

Many other countries such as the UK, Italy, Germany, Finland, Poland, etc. have also banned the sale of foie gras due to the horrendous treatment of ducks in order to get this "product". Several states in the US have banned this as well including California and New York. We do not need to support the cruel treatment of animals in order to put money in people's pockets. By not passing these laws it shows that we support this, we support ducks being force fed until their livers enlarge and they die a horrible death. They don't get to be animals in nature like they are meant to be, they live in tiny, filthy cages, are abused and tortured. It is appalling and no city, state, or country should support this or turn the other way while it is happening.

Many people in the Pacific Northwest take steps to ensure they are living a cruelty-free lifestyle from makeup products, to food, to household cleaners. I know our community needs these laws and supports these laws. We do not need to torture and abuse animals for products or to make a profit. If you would like additional information, please don't hesitate to reach out to jaimiegarverff@yahoo.com

Thank you for your consideration on these matters.

Jaimie Garver

Furry Friends

President

From: [Tracy](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Wednesday, March 1, 2023 10:56:06 PM

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



City Council Contact Form

Submitted date: Wednesday, March 1, 2023 - 10:56pm

Contact Information

First name:

Tracy

Last name:

PETERS

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98662

Inquiry Information

Subject:

Comment on an upcoming Council agenda item

Recipient:

All of Council

Message:

Dear Council Members,

RE: Humane Treatment of Animals workshop

Alley Cat Pet Center has been a tenant in good standing at the Vancouver Mall for the past 28 years. They have proven to keep good accounting records of the local dog breeders' they purchase animals from and have always provided good customer service to the community. The mall documents all customer complaints, in the past 4 years, I have not received many complaints against Alley Cat Pet Center. I also purchased a dog from Alley Cat Pet Center and believe that Larry Zimmer cares about

the animals, ensures their health and verifies they are being placed into good homes.

Kind Regards,

Tracy Peters
Senior General Manager
Vancouver Mall

Upload a file:

From: [Tracy](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Wednesday, March 1, 2023 6:07:53 PM
Attachments: [letter_to_vancouver_city_council.pdf](#)

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



City Council Contact Form

Submitted date: Wednesday, March 1, 2023 - 6:07pm

Contact Information

First name:

Tracy

Last name:

Reiman

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

23510

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

Please see attached letter.

Thank you.

Upload a file:

[letter_to_vancouver_city_council.pdf](#)



March 1, 2023

Dear Councilmembers and Mayor:

I'm writing on behalf of People for the Ethical Treatment of Animals (PETA) and our thousands of members and supporters in Clark County to express support for the proposed bans on the sale of fur and foie gras in Vancouver.

For decades, PETA entities have exposed horrific cruelty to animals on fur farms around the world. Investigators have documented that animals are electrocuted, bludgeoned, gassed, and even skinned alive. This cruelty is why—even before the pandemic—fur was a dying industry. Almost all major designers and retailers—including Macy's, Chanel, Prada, Gucci, Versace, Burberry, and Michael Kors—have banned it, and California and Israel have done so as well. In addition, a number of countries, including Estonia, Germany, the Netherlands, Norway, Sweden, and the U.K., have banned fur farming outright or passed strict animal welfare laws that have effectively made it economically unviable.

Foie gras is the diseased livers of force-fed birds. Many people are surprised to learn that birds on foie gras farms are force-fed using a barbaric and cruel method. As you can see in this [PETA video exposé](#) of Hudson Valley Foie Gras, several pounds of fat and grain are pumped into birds' stomachs every day through tubes that are shoved down their throats. This overfeeding method causes their livers to become painfully diseased and to swell to up to 10 times their normal size. Investigations of every major foie gras farm in the U.S. as well as many across Europe have revealed sick, dying, and dead animals—some with holes in their necks from injuries received during force-feeding. Those who survive the process are violently killed, and their bloated livers are sold.

The COVID-19 pandemic has shown us that cramming sick and stressed animals together in unsanitary conditions creates the perfect breeding grounds for the emergence of dangerous zoonotic diseases, which can jump to humans from other species. On fur farms, minks, foxes, and other animals are confined to wire cages and packed together so tightly that blood, urine, and excrement can easily contaminate adjacent cages. As a deadly airborne and contact disease, COVID-19 has spread like wildfire on mink fur factory farms all over the world—including in Denmark, Greece, the Netherlands, Spain, and the U.S.—after workers infected minks with the novel coronavirus. Avian flu is currently ripping through chicken, turkey, and duck populations in the U.S., and scientists are closely monitoring whether it jumps to humans.

We hope you will set a compassionate example by passing both of these ordinances to protect animals and public health.

Sincerely,

Tracy Reiman
Executive Vice President

PEOPLE FOR
THE ETHICAL
TREATMENT
OF ANIMALS

Washington
1536 16th St. N.W.
Washington, DC 20036
202-483-PETA

Los Angeles
2154 W. Sunset Blvd.
Los Angeles, CA 90026
323-644-PETA

Norfolk
501 Front St.
Norfolk, VA 23510
757-622-PETA

Info@peta.org
PETA.org

Entities:

- PETA Asia
- PETA India
- PETA France
- PETA Australia
- PETA Germany
- PETA Switzerland
- PETA Netherlands
- PETA Foundation (U.K.)

From: [Cristina Berry](#)
To: [City Council](#)
Subject: Humane Animal Treatment Policy
Date: Wednesday, March 1, 2023 1:39:23 PM

You don't often get email from [REDACTED] [Learn why this is important](#)

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

To Whom This May Concern:

I currently have 3 large dogs; 1 from the Humane Society, 1 from a person whose dog "accidentally got pregnant" and 1 from Alley Cat. Our rescue dog has so much previous trauma and anxiety. He was estimated to be 9 months old and travelled from California. This poor dog hides from loud sounds, dropped shoes, seeing a power tool and so much more, I can't imagine what my poor dog had to go through to find a good home. Our second pup was advertised on Facebook by a friend to sell her mixed puppies. This dog has been a dream dog, we picked her up at 7 weeks old and welcomed her in our home.

We then decided we wanted a specific breed and contacted Alley Cat. After having a good experience visiting their retail location we asked more information, they took down our number and called us when they had the puppy available that we were looking for. We worked closely with the owner Larry, he gave us a guarantee of health and our first visit to the veterinarian was covered.

After all 3 experiences, I would sadly say I will not buy a puppy from a shelter again. Not knowing their history, trauma and the obstacles that we have had to go through to better his life was straining on our family for his first year adjusting to our family.

I support Alley Cat having dogs available for adoption (purchase) for families like mine. When we are ready to add to our family we will be visiting Alley Cat again.

Cristina Berry

From: [Elizabeth Oreck](#)
To: [City Council](#)
Subject: Support for a humane pet sales ordinance from Best Friends Animal Society
Date: Tuesday, February 28, 2023 1:44:56 PM
Attachments: [Outlook-lspvhe5.png](#)
[Vancouver Ordinance Support from BFAS Feb 2023.docx](#)
[Breed Clubs Codes of Ethics 2022.pdf](#)
[Dr. Frank McMillan Executive Summary PM Studies.pdf](#)

You don't often get email from [REDACTED]. [Learn why this is important](#)

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

Honorable Mayor McEnerny-Ogle, Mayor Pro Tem Stober and esteemed Council members:

On behalf of [Best Friends Animal Society](#) and our Washington members, supporters, partners and staff, please find attached a letter in support of an ordinance to restrict the retail sale of dogs and cats in Vancouver pet stores. Also attached are a few resource documents that you may find useful.

Best Friends is one of the leading animal welfare organizations in the United States. We are committed to fighting the cruelty of puppy and kitten mills, and we believe that a humane pet sales ordinance in Vancouver will be a positive step to that end.

We have been proud to work with the majority of the [more than 460 cities, counties and states](#) throughout Washington and across the country that have enacted humane pet sales legislation, and I hope you will not hesitate to contact me if you have any questions or if I can offer any assistance.

Thank you very much in advance for your consideration and support of this important proposal.

Respectfully,

Elizabeth Oreck
National Manager, Puppy Mill Initiatives
Best Friends Animal Society
bestfriends.org





Responsible vs. Irresponsible

Responsible/Hobby Breeders	Puppy Mills/Backyard Breeders
Breed for love/improvement of breed	Breed solely for profit
Screen for genetic defects	Do not screen for genetic defects
Have a small number of dogs	Have a large number of dogs
Usually breed only one breed	Breed multiple breeds
Only sell directly to buyer	Will sell to 3 rd parties (pet stores, brokers, online)
Usually spay & neuter	Do not spay & neuter
Dog can always be returned to breeder	Dogs cannot be returned
Dogs generally live in the home	Dogs do not live in the home
Typically breed only once a year	Typically breed every cycle
Will allow you to see where dogs are raised	Will not allow you to visit facility



Executive Summary: Scientific studies of dogs and puppies from commercial dog-breeding establishments (puppy mills)

BACKGROUND

Commercial breeding establishments, or puppy mills, are large-scale facilities where dogs are confined in small enclosures for their entire reproductive lives with little to no exercise or positive human contact. The sole purpose of such facilities is to mass-produce puppies to sell them for profit through retail pet stores and via the Internet.

SYNOPSIS

In two large-scale studies of dogs from high-volume commercial breeding establishments (one study focusing on the adult breeding dogs and the other on the puppies sold through pet stores), the evidence showed conclusively that these breeding facilities are highly injurious to both groups of dogs, resulting in severe, extensive and long-term harm to the behavioral and psychological well-being of the dogs.

Study 1: The adult breeding dogs

WHAT THE STUDY LOOKED AT

This study compared a wide array of psychological and behavioral characteristics of 1,169 dogs formerly kept for breeding purposes in commercial breeding establishments with pet dogs owned by members of the general public.

RESEARCHERS

Franklin D. McMillan, DVM, Best Friends Animal Society

Deborah L. Duffy, PhD, University of Pennsylvania School of Veterinary Medicine

James A. Serpell, PhD, University of Pennsylvania School of Veterinary Medicine

THE PUBLISHED PAPER

Mental health of dogs formerly used as 'breeding stock' in commercial breeding establishments. FD McMillan, DL Duffy, JA Serpell. *Applied Animal Behaviour Science* 2011; 135: 86-94.

WHAT THE STUDY FOUND

- The results showed a broad range of abnormal behavioral and psychological characteristics in the former breeding dogs from large-scale commercial breeding establishments, including significantly elevated levels of fears and phobias; pronounced compulsive and repetitive behaviors, such as spinning in tight circles and pacing; house soiling; and a heightened sensitivity to being touched and picked up.
- The psychological harm demonstrated in these dogs is severe and long-lasting. Much of the harm is irreparable and will remain a continued source of suffering for years after the dogs leave the breeding facility, in some cases for the entire lifetime of the dog.

CONCLUSIONS

- Current laws at both the national and state levels are not based on current scientific knowledge of animal psychology, quality of life, suffering, and welfare, and are thus inadequate to protect dogs from the psychological harm resulting from living in commercial breeding establishments.
- Legislation to adequately protect the welfare of dogs in confinement needs to be updated to reflect current scientific knowledge.

To obtain a copy of the published study, contact Dr. Frank McMillan (dr.frank@bestfriends.org).

Study 2: The puppies

WHAT THE STUDY LOOKED AT

This study compared the psychological and behavioral characteristics of 431 adult dogs who were purchased as puppies from pet stores with adult dogs purchased as puppies from small-scale, private breeders.

RESEARCHERS

Franklin D. McMillan, DVM, Best Friends Animal Society
James A. Serpell, PhD, University of Pennsylvania School of Veterinary Medicine
Deborah L. Duffy, PhD, University of Pennsylvania School of Veterinary Medicine
Elmabrok Masaoud, PhD, Atlantic Veterinary College, University of Prince Edward Island
Ian Dohoo, DVM, PhD, Atlantic Veterinary College, University of Prince Edward Island

THE PUBLISHED PAPER

Differences in behavioral characteristics between dogs obtained as puppies from pet stores and those obtained from noncommercial breeders. FD McMillan, JA Serpell, DL Duffy, E Masaoud, IR Dohoo. *Journal of the American Veterinary Medical Association* 2013; 242: 1359-1363.

WHAT THE STUDY FOUND

- Dogs obtained as puppies from pet stores received significantly less favorable scores than breeder-obtained dogs on most behavioral variables measured. Compared with dogs obtained as puppies from noncommercial breeders, dogs from pet stores had significantly greater aggression toward human family members, unfamiliar people and other dogs; greater fear of other dogs and typical life events; and greater separation-related problems and house soiling.
- For no behavior evaluated in the study did pet store dogs score more favorably than noncommercial breeder dogs.
- The chances of a dog developing serious behavior problems is much higher for dogs purchased as puppies from pet stores, as compared to dogs obtained from small, noncommercial breeders.

CONCLUSIONS

- On the basis of these findings, combined with findings from earlier small-scale studies of dogs obtained from pet stores, until the causes of the unfavorable differences detected in this group of dogs can be specifically identified and remedied, the authors of this study withhold any recommendation that puppies be obtained from pet stores.

- Dogs sold by pet stores are misrepresented to consumers as a high-quality product, because the data now shows that consumers are not receiving what they believe they are paying for. The increased risk of behavior problems that pet store customers face as their dog matures includes aggression issues, which pose a significant risk of human injury. Consumer protective legislation is urgently needed in this area.
- Legislation to improve the conditions in the large-scale commercial breeding facilities supplying puppies to pet stores is needed to assure that the puppies are not at any increased risk of maturing into adult dogs with serious behavior problems.

To obtain a copy of the published study, contact Dr. Frank McMillan (dr.frank@bestfriends.org).

Overall Conclusions

- Current laws provide inadequate protection against harm to breeding dogs and puppies associated with commercial breeding establishments.
- Consumers purchasing puppies from pet stores are unknowingly assuming a risk of difficult and serious behavior problems in their dogs, including dog behavior that can endanger their own safety.
- If dogs are to be bred to produce puppies for sale, all of the dogs and puppies should be assured a decent quality of life based on the most current scientific research.

For More Information

For more about Best Friends Animal Society, go to bestfriends.org. To learn about Best Friends' puppy mill initiatives and what you can do to help, visit puppermills.bestfriends.org.



Breeder Codes of Ethics re: Pet Store Puppy and Kitten Sales

If one visits the website of the American Kennel Club (AKC), one of the oldest and most respected breed club registries in the world, one can access the Breeder Code of Ethics on the websites listed in their national parent club directory for AKC-recognized breeds.* One of the most common provisos is that ***breeders must agree never to sell their puppies to pet stores.***

Below is a partial list of examples from the AKC and other breed club sites, as well as cat fancier clubs.

Affenpinscher Club of America

(affenpinscher.org)

Code of Ethics: *Members do not sell litters wholesale, or sell to (or place Affenpinschers with) pet shops, pet dealers of any kind, catalog houses, or any other commercial distributors.*

Airedale Terrier Club of America

(airedale.org)

Code of Ethics: *In sale/placement transactions, we endeavor to refuse to sell an Airedale Terrier of any age to pet dealers, catalog houses, or any other commercial sources of distribution.*

Akita Club of America

(akitaclub.org)

Code of Ethics: *I will refuse to deal with dog wholesalers or to sell puppies to pet shops and I will include in all stud contracts an agreement to be signed by the owner of the bitch that no puppies resulting from the mating will be wholesaled, sold or given to pet shops or wholesale dog breeders or dealers.*

Alaskan Malamute Club of America, Inc.

(alaskanmalamute.org)

Code of Ethics: *No member shall knowingly be involved in the sale/placement of puppies/dogs through retail or wholesale outlets, mail order businesses, dog dealers/agents/brokers, or act as a finder for such operations.*

American Bloodhound Club

(bloodhounds.org)

Code of Ethics: *As a member of the American Bloodhound Club: I agree not to engage in the practice of providing any Bloodhound to any individual, commercial wholesaler, or retailer for the purpose of resale.*

American Boxer Club

(americanboxerclub.org)

Code of Ethics: *The following infractions are considered to be actions contrary to the best interest of the breed and/or the American Boxer Club: Selling, consigning or disposing of a puppy or an adult Boxer to a pet shop, chain of pet shops or any commercial kennel for resale.*

American Cavalier King Charles Spaniel Club, Inc.

(ackcsc.org)

General Code of Conduct: *I will not: 1. Knowingly falsify a pedigree, health screening or breeding information. 2. Sell Cavaliers to pet shops, brokers or third party dealers. 3. Supply or sell Cavaliers for auctions, raffles, flea markets or*

any other such enterprise. 4. Knowingly sell to unethical breeders, or sell to persons whose intention is resale. 5. Purchase any Cavalier or any litter for resale either to an individual or a commercial establishment.

American Chinese Crested Club

(chinese Crestedclub.info)

Code of Ethics: No member of this club shall engage in the wholesaling of litters or individual Chinese Cresteds or the selling of breeding stock to such places as pet dealers, catalog houses, or other commercial sources of distribution, nor shall he engage in overbreeding his own bitches for profit with no regard for quality.

American Eskimo Dog Club of America

(aedca.org)

Code of Ethics: Never to sell any puppies to pet stores or commercial dog brokers, or to allow any of my puppies or dogs to be used in any kind of promotional activities, such as a prize in a raffle.

American Fox Terrier Club

(aftc.org)

Code of Ethics: Under no condition shall dogs be sold to pet dealers or any other source of commercial distribution.

American Hairless Terrier Club of America, Inc.

(ahta.info)

Code of Ethics: No member of this club shall engage in the wholesaling of litters or individual American Hairless Terriers or the selling of breeding stock to such places as pet dealers, catalog houses, or other commercial sources of distribution, nor shall he engage in over-breeding his own bitches for profit with no regard for quality.

American Lhasa Apso Club

(lhasaapso.org)

Code of Ethics: ALAC does not consider ethical any of the following practices: the consignment or sale outright to pet shops, catalogue houses, animal brokers, or other commercial sources of distribution.

American Maltese Association, Inc.

(americanmaltese.org)

Code of Ethics: I will not knowingly deal with dog wholesalers, commercial retailers, brokers or unethical dog breeders, nor supply dogs for raffles, "give away" prizes or other such projects.

American Miniature Schnauzer Club, Inc.

(amsc.us)

Code of Ethics: The breeder will not sell or dispose of any dog through pet shops, wholesalers, commercial dealers or paid agents.

American Pointer Club

(americanpointerclub.org)

Constitution & By-Laws: Dogs sold or placed will never be knowingly sold to, or through, pet stores (even on commission), sold as wholesale litters, sold at dog auctions, offered as prizes for a raffle or lottery, or sold to commercial breeding operations or persons acting as an agent for a commercial breeding operation.

American Pomeranian Club, Inc.

(americanpomeranianclub.org)

Code of Ethics: I will not sell my puppies to pet shops or commercial pet mill establishments, nor will I donate puppies for raffles or auctions.

American Shetland Sheepdog Association

(americanshetlandsheepdogassociation.org)

Guidelines for Ethical Behavior: A responsible breeder prohibits the sale of animals or the provision of stud services/brood matrons to commercial operations, including puppy mills, pet shops, brokers, laboratories, auctions, raffles, or contest giveaways.

American Shih Tzu Club, Inc.

(shihtzu.org)

Code of Ethics: *I will not sell my puppies to pet shops or commercial pet mill establishments, nor will I donate puppies for raffles or auctions.*

American Spaniel Club, Inc.

(americanspanielclub.org)

Code of Ethics: *Breeders shall refrain from selling puppies to pet shops either outright or on consignment; refrain from supplying puppies for auctions, raffles, or other such enterprises; refrain from selling to persons whose intention to resell is known or suspected; refrain from breeding litters primarily for the pet market.*

American Staffordshire Terrier Club of America

(amstaff.org)

Code of Ethics: *Refuse to sell any American Staffordshire Terrier to any pet shop or any wholesale dealer in dogs.*

American Whippet Club, Inc.

(americanwhippetclub.net)

Code of Ethics: *No member of this club shall engage in the wholesaling of litters of Whippet puppies, or the sale of breeding stock or individuals to pet shops or other commercial sources of distribution.*

Anatolian Shepherd Dogs International, Inc.

(anatoliandog.org)

Code of Ethics: *Any puppy or dog placed by a member shall not be raffled, sold through a broker, or other commercial means, or be surrendered to any animal shelter.*

Australian Cattle Dog Club of America

(acdca.org)

Code of Ethics: *As an ACDCA Code of Ethics Breeder, I agree that no puppies will be knowingly sold to franchised commercial facilities, puppy brokers, puppy mills or agents thereof.*

Australian Shepherd Club of America

(asca.org)

Code of Ethics: *The breeder should be discriminating in the sale of his puppies and concerned with the type of homes in which they are placed. With this in mind, Australian Shepherds shall not be donated for raffles, giveaways, or sold to dog wholesalers or retailers, such as pet shops.*

Australian Terrier Club of America

(australianterrier.org)

Code of Ethics: *Under no circumstances, engage in the wholesale buying and/or selling of dogs or litters of puppies. At no time shall a member sell to such places as catalog or wholesale houses, electronic/virtual pet outlets, pet shops, pet dealers/distributors, research laboratories or any speculative source of distribution.*

Basenji Club of America

(basenji.org)

Code of Recommended Practices: *Ethical breeders do not consign Basenjis to pet stores, animal brokers, or commercial kennels.*

Basset Hound Club of America

(basset-bhca.com)

Breeder Code of Ethical Conduct: *No member of this club shall engage in the wholesaling of litters or the selling of breeding stock to commercial sales operations.*

National Beagle Club of America

(nationalbeagleclub.org)

Guidelines for Ethical Conduct: *No Supporting Member of this club shall engage in the wholesaling of litters.*

Bernese Mountain Dog Club of America

(bmdca.org)

Code of Conduct: BMDCA members agree to ensure to their best ability that all dogs they place are not brokered, wholesaled, or consigned through a pet shop, auction or other commercial establishment; and are not offered as prizes in contests, raffles or fundraising events.

Bichon Frise Club of America, Inc.

(bichon.org)

Code of Ethics: *Members will NEVER sell puppies or adults to pet stores, either on consignment or outright, nor supply any Bichon for raffles or other such enterprises, including donations for fund raisers or shelters.*

Border Collie Society of America

(bordercolliesociety.com)

Code of Ethics: *No member shall sell, consign or donate dogs to commercial dog wholesalers, retailers (pet shops), laboratories, or raffles.*

Boston Terrier Club of America, Inc.

(bostonterrierclubofamerica.org)

Code of Ethics: *I will sell no Boston Terrier to a commercial facility, puppy broker, pet shop, puppy mill or their agent.*

Bulldog Club of America

(bulldogclubofamerica.org)

Breeder's Code of Ethics: *Responsible breeders refuse to sell or recommend breeders who do not conform to the ideals and obligations expressed in this Code and shall not engage in wholesaling litters or in individual sales or consignments of pups or adults to pet shops, dealers, catalog houses or other commercial establishments, nor shall they be donated or given as prizes in contests, raffles, or fund- raising events, no matter how charitable.*

Cairn Terrier Club of America

(cairnterrier.org)

Code of Ethics: *Breeders pledge to avoid engaging in wholesaling, mass production, or distribution of Cairn Terriers and from selling breeding stock to pet dealers, catalog houses or other commercial sources of distribution. Dealers who sell dogs to commercial outlets will not be considered for membership.*

Chihuahua Club of America, Inc.

(chihuahuacubofamerica.com)

Code of Ethics: *I pledge to be responsible for all Chihuahuas that I have produced for their entire life- time by never buying, selling or trading my/our Chihuahuas to research laboratories, pet stores, or to auctions nor placing them in rescue groups.*

Chinese Shar-Pei Club of America, Inc.

(cspca.com)

Breeders Code of Conduct: *I agree to never sell or give any puppy or dog to pet stores either on consignment or outright.*

Collie Club of America, Inc.

(collieclubofamerica.org)

Code of Ethics: *No member shall knowingly sell or place, trade or give any Collie of any age to pet dealers, catalog houses, or other commercial sources; nor shall Collies be given as prizes, auctioned, or exploited to the detriment of the breed.*

Dachshund Club of America, Inc.

(dachshund-dca.org)

Code of Ethics: *To never supply a Dachshund to pet shops, commercial brokers or dealers, raffles or similar projects.*

Dalmatian Club of America, Inc.

(thedca.org)

Ethical Guidelines: I hereby pledge to ensure that puppies and adults produced by my brood bitch or stud dog are never knowingly sold or consigned to pet stores, wholesalers, or commercial dealers.

Doberman Pinscher Club of America

(dpca.org)

Code of Ethics: *No Doberman shall be sold to persons directly or indirectly involved with any puppy broker, puppy mill, pet shops selling dogs, litter lot sales or any other wholesale distributor whose business is involved in like activities.*

French Bull Dog Club of America

(frenchbulldogclub.org)

Code of Ethics and Sportsmanship: *As a member of the French Bull Dog Club of America, I will not sell a French Bulldog to any commercial facility, puppy brokers, pet shop, puppy mill or agent thereof.*

German Shepherd Dog Club of America

(gsdca.org)

Club Code of Conduct: *No GSD will be sold to wholesalers or retail stores for the purpose of resale. Breeders Code: I hereby pledge to refuse to sell or recommend breeders who do not conform to the ideals and obligations expressed in this Code and refuse all sales to dog wholesalers and retailers.*

Golden Retriever Club of America

(grca.org)

Responsibilities as a Breeder: *Members should not sell dogs at auction, or to brokers or commercial dealers.*

Great Dane Club of America

(gdca.org)

Code of Ethics: *All breeders and owners of Great Danes shall not wholesale litters of Great Danes, sell to Brokers or Pet Shops, provide any animal for prize or raffle purposes.*

Great Pyrenees Club of America

(gpcaonline.org)

Code of Ethics: *No member shall engage in wholesaling litters, or in individual sales or consignments of pups or adults to pet shops, dealers, catalog houses or other commercial establishments.*

Greyhound Club of America

(greyhoundclubofamericainc.org)

Ethical Standards: *Breeders shall not knowingly sell or consign puppies or adult dogs to pet stores, puppy brokers or other commercial dealers.*

Havanese Club of America

(havanese.org)

Code of Ethics: *No Havanese will be sold to pet dealers, pet stores, pet wholesalers, or pet brokers either singly or in litter lots.*

Irish Setter Club of America, Inc.

(irishsetterclub.org)

Principles of Integrity: *All members agree to refuse to sell to commercial wholesalers, retailers or to research laboratories.*

Irish Wolfhound Club of America

(iwclubofamerica.org)

Codes and Standards of Conduct and Behavior: *All Irish Wolfhound Club of America, Inc. members agree to not abandon any Irish Wolfhound or knowingly sell, trade or give an Irish Wolfhound to a pet shop, wholesaler or broker.*

Italian Greyhound Club of America

(italiangrehound.org)

Code of Ethics: *No member of IGCA shall sell, consign, or donate Italian Greyhounds to such places as commercial/USDA breeders, pet stores, pet brokers, or catalog houses.*

Keeshond Club of America

(keeshond.org)

Code of Ethics: *A KCA member does not, under any circumstances, sell, consign, or lease puppies or adults to pet shops or any commercial establishment, broker, distributor or wholesaler, and includes a contractual prohibition on any such actions by purchasers or lessees.*

Miniature Pinscher Club of America, Inc.

(minpin.org)

Code of Ethics: *No Miniature Pinscher shall be sold to commercial facilities; research laboratories; pet shops; brokers who purchase litter lots or individuals for re-sale to pet shops or other commercial facilities, puppy mills or their agents.*

National Shiba (Inu) Club of America, Inc.

(shibas.org)

Code of Ethics: *As a member of the National Shiba Club of America, I will refuse to knowingly sell dogs to wholesalers, retailers, puppy mills or dog fighters.*

Newfoundland Club of America, Inc.

(ncanewfs.org)

Ethics Guide: Responsibilities of Members: *To refuse to sell Newfoundland dogs to any pet shop, or any wholesale dealer in dogs, or knowingly to sell or aid or abet the sale of any Newfoundland to a person or agent who will sell the animal through a pet shop.*

Norfolk Terrier Club

(norfolkterrierclub.org)

Code of Ethics: *No member shall sell a puppy or an adult dog to a pet shop, laboratory, wholesale dealer or any other questionable person.*

Norwich Terrier Club of America

(norwichterrierclub.org)

Code of Ethics: *The following [is] grounds for disciplinary action: Placing, selling, or aiding and abetting in the sale of a Norwich Terrier to a laboratory, pet shop, wholesale dealer, broker, virtual pet outlet, auction, or any other inappropriate situation.*

Old English Sheepdog Club of America, Inc.

(oldenglishsheepdogclubofamerica.org)

Code of Ethics: *Puppies may not be sold from any temporary marketplace or transient headquarters, no litters purchased or taken on consignment for resale, nor dogs wholesaled to pet shops, auctions, dealers, contest sponsors, raffles, etc.*

Papillon Club of America, Inc.

(papillonclub.org)

Code of Ethics: *No member of the Papillon Club of America will sell at wholesale or to retail outlets, brokers, pet shops, mail order houses, or businesses of similar commercial enterprise, or donate a dog to be offered as a prize.*

Pekingese Club of America

(pekingeseclubofamerica.com)

Code of Ethics: *No member of The Pekingese Club of America will sell at wholesale or to retail outlets, brokers, pet shop, mail order houses, or businesses of similar commercial enterprise, or donate a dog to be offered as a prize.*

Pembroke Welsh Corgi Club of America, Inc.

(pembrokecorgi.org)

Code of Ethics: *Members shall not release Pembroke Welsh Corgi litters, puppies or adults to pet dealers, commercial retailers or distributors or to any party for the purpose of resale, auction, lottery or raffle prize.*

Pharaoh Hound Club of America, Inc.

(ph-club.org)

Code of Ethics: *No bitch shall be bred for commercial reasons. No Pharaoh Hound will be sold to commercial facilities, businesses, nor agents thereof.*

Poodle Club of America

(poodleclubofamerica.org)

Code of Ethics: *As a breeder, I screen prospective buyers or individuals with whom a dog is placed. Buyers will be carefully screened for puppies and/or older dogs that are sold or placed.*

Portuguese Water Dog Club of America, Inc.

(pwdca.org)

Section 1 - All PWDCA Members shall: *Not sell, place or consign any Portuguese Water Dog to a commercial facility, business or agent thereof.*

Pug Dog Club of America, Inc.

(pugs.org)

Code of Ethics: *No member shall EVER sell or donate dogs for auctions or raffles, or to pet shops, catalog houses, brokers or for resale purposes.*

Rhodesian Ridgeback Club of the United States

(rrcus.org)

Code of Ethics: *Members will not knowingly furnish puppies or adult dogs for wholesale, pet shops, puppy brokers, commercial facilities, guard dog businesses or agents thereof, or dispose of them as "Give away" prizes or auction items; neither will they sell puppies to nor breed to dogs owned by those whom they have reason to believe may do so.*

Samoyed Club of America, Inc.

(samoyedclubofamerica.org)

Code of Ethics: *The SCA member does not sell, consign, or transfer puppies, or adults to pet shops, wholesale dealers, contest sponsors, or anyone who is known to degrade the Samoyed breed or purebred dogs, or to individuals contemplating breeding and/or sale to the aforementioned.*

Scottish Terrier Club of America

(stca.biz)

Code of Ethics: *Not knowingly sell a Scottish Terrier of any age to a pet shop, catalog house, laboratory or any wholesale dealer in dogs (a dealer being a person who regularly buys dogs for sale at profit), or to any person who sells to any of the above.*

Siberian Husky Club of America, Inc.

(shca.org)

Code of Ethics: *I pledge that I will refuse to deal with dog wholesalers or to sell puppies or dogs to pet shops, and I will include in all stud contracts an agreement to be signed by the owner of the bitch that no puppies resulting from the mating will be wholesaled or sold to pet shops.*

Skye Terrier Club of America

(clubs.akc.org/skye)

Code of Ethics: *To refrain from knowingly selling, trading, or giving Skye Terriers or providing stud service to a commercial breeder, pet shop, research laboratory or any person known to be unethical in his/her dealings in purebred dogs.*

Soft Coated Wheaten Terrier Club of America, Inc.

(scwta.org)

Code of Ethics: *As an owner, breeder or member who places Wheaten Terriers in new homes, I will: neither place Wheaten Terriers with nor provide stud dog service to pet dealers, wholesalers, brokers, laboratories, individuals conducting raffles, contests, auctions, or other types of giveaways, or anyone unethical in their dealings with the public or their dealings with or treatment of animals.*

Spinone Club of America

(spinoneclubofamerica.com)

Code of Conduct: *Members will not sell, transfer or consign a dog to pet shops, unethical breeders, or other commercial ventures including lotteries, raffles or auctions.*

Staffordshire Bull Terrier Club of America

(sbtca.com)

Code of Ethics: *Litters shall not be sold to a person en-bloc, to commercial sources, or for purposes of resale.*

St. Bernard Club of America, Inc.

(saintbernardclub.org)

Guidelines and Statement of Policy: *No member shall buy or sell St. Bernards through commercial pet outlets, nor buy or sell in litter lots, nor sell to persons whose activities tend to degrade the Breed.*

Tibetan Terrier Club of America, Inc.

(ttca-online.org)

Guidelines for Responsible Breeders: *A responsible breeder does not sell or consign Tibetan Terriers to pet shops or other commercial dealers, nor does he breed his animals to their animals.*

United States Neapolitan Mastiff Club

(Neapolitan.org)

Code of Ethics: *I will not sell to pet stores, department stores or to or through those who purchase with intention to resell (brokers).*

Vizsla Club of America, Inc.

(vcaweb.org)

Code of Ethics: *VCA members shall not breed, sell, consign puppies or adult dogs to pet shops or other commercial ventures such as lotteries or raffles.*

Weimaraner Club of America

(weimaranerclubofamerica.org)

Code of Ethics: *The owner/breeder shall not breed, sell or consign puppies or adults to pet shops or other commercial dealers.*

West Highland White Terrier Club of America

(westieclubamerica.com)

Code of Ethics: *No member shall knowingly sell, lease, loan, trade, give, consign or otherwise provide any dog, or any stud service to any pet shop, catalogue house, research laboratory, or any wholesale dealer in dogs, or to any person who sells to pet shops, catalogue houses, laboratories, or person or entity that deals in dogs for resale.*

Xoloitzcuintli Club of America, Inc.

(xoloitzcuintliclubofamerica.org)

Code of Recommended Ethical Practices: *No dogs/puppies shall be placed, sold, provided or supplied for purposes of dog fighting or crossbreeding, to any commercial or laboratory establishments, nor for resale by a broker, or for raffle or auction.*

Yorkshire Terrier Club of America, Inc.

(theyorkshireterrierclubofamerica.org)

Code of Conduct: *Puppies will not be sold or consigned to pet stores, agents, or other commercial enterprises nor sold to disreputable breeders*

* <https://webapps.akc.org/club-search/#/national>

Cat Fanciers Codes of Ethics re: Pet Store Kitten Sales

Abyssinian Cat Club of America

(abyworld.com)

Code of Ethics: *We shall not sell, lease, or give any cat or kitten to any pet shop animal shelter, research laboratory, or similar facility.*

Bengal Cat Club

(registeredbengals.com)

Breeder Agreement: *I will not sell cats or kittens to wholesalers or retailers.*

Burmese Cat Club

(burmesecatclub.com)

Code of Ethics: *Breeders should never sell cats or kittens to commercial wholesalers, retailers or dealers.*

Devon Rex Breed Club

(devonrexbreedclub.com)

Code of Ethics: *I will not knowingly conduct business with or recommend breeders who sell cats to wholesalers or retailers, and will not buy or sell in litter lots.*

Maine Coon Breeder & Fanciers Association

(mcbfa.org)

Code of Ethics: *Breeders must not deal with wholesalers or retailers, provide a Maine Coon for raffle purposes, or buy/sell in litter lots.*

International Bengal Cat Society

(bengalcat.com)

Code of Ethics: *I shall refuse to sell to, to buy from, or to recommend breeders who sell to cat wholesalers or retailers.*

Ragdoll Fanciers

(rhwclub.org)

Code of Ethics: *Members shall not broker cats/kittens to commercial cat wholesalers or retail pet dealers.*

Savannah Cat Association

(savannahcatassociation.org)

["Never Buy a Savannah from a Pet Store"](#) article

Tonkinese Breed Association

(tonkinesebreedassociation.org)

Code of Ethics: *No member of the TBA will sell or otherwise transfer ownership of cats in his/her possession to any retail pet establishment, or to any wholesaler of cats.*



Atlanta • Kanab • Los Angeles • New York City • Northwest Arkansas • Salt Lake City

27 February 2023

Vancouver, WA City Council
Sent via Email

Re: Support for a humane pet sales ordinance

Honorable Mayor McEnerny-Ogle, Mayor Pro Tem Stober and esteemed Council members:

On behalf of [Best Friends Animal Society](#) and our Washington members, supporters, partners and staff, I am pleased to offer support for an ordinance to prevent inhumanely bred companion animals from being sold in Vancouver pet stores. We urge you to join Bainbridge Island, Bremerton, Poulsbo, Gig Harbor, Kitsap County, Olympia, Lacey, Tumwater and [more than 450 other cities, counties and states](#) throughout North America that have enacted sensible and effective legislation to prevent pet stores from selling commercially bred pets, and instead allow for the adoption of pets sourced from shelters or rescue groups, while also allowing responsible breeders to continue selling directly to the public.

Pet mills, particularly puppy mills, are a serious problem in the U.S. These facilities, which supply nearly 100% of commercial puppy stores, are cruel and inhumane breeding factories in which profit takes priority over the health, comfort and welfare of the animals.

Although the USDA regulates most commercial breeders, the minimum federal standards do not ensure a safe or healthy life for pets. These types of kennels can legally have more than a thousand dogs in one facility, and these dogs are allowed to be confined to cages only six inches larger than their bodies for their entire lives, breeding continuously in order to produce as many puppies as possible for the pet trade. And USDA inspection reports show that many USDA-licensed breeders continue to sell animals to pet stores even after being cited for serious violations at their facilities. In other words, having a USDA license does **not** guarantee humane or ethical breeding.

Because the focus is solely on profit, commercial breeding operations typically cut all possible corners to keep their overhead low, at the expense of the health and well-being of their animals. For the unsuspecting consumer, this frequently results in the purchase of a pet facing an array of immediate [veterinary problems](#) or harboring genetic diseases that surface down the line. This creates a financial burden on the consumer and can result in pets being surrendered to overcrowded, taxpayer-subsidized shelters. Thus, this is not just an animal welfare issue but a consumer protection concern that has a direct impact on local taxpayers.

It makes little sense to continue manufacturing dogs and cats while so many are being killed for lack of space. Public education has been effective, but until communities take the initiative to halt the supply of pets imported from substandard commercial facilities, there can be no hope of preventing these unnecessary deaths.

Pet stores rely on commercial pet mills and their distributors to supply their pets because ethical breeders won't sell to pet stores for two simple reasons: it's not financially viable and they don't sell to third parties. They want to know where those pets are going. They want to meet the people who are going to care for that animal. And that's why the pledge never to sell a pet to a pet store can be found verbatim in every reputable breeder's code of ethics, including virtually all of the parent breed clubs promoted by the American Kennel Club, as well as the national cat fancier associations (see attached document).

[Ethical breeders](#) encourage potential buyers to visit the home where the animals were bred, they conduct an interview to be sure the match is the best one for both the buyer and the animal, and they require a contract that requires the buyer to provide good care, to spay and neuter the animal, and to return the pet to the breeder if things don't work out at any point over the pet's lifetime. These sensible provisions cannot apply when animals are sold through pet stores.

Also concerning is the fact 21 states have been hit by an outbreak of a strain of bacteria ([Campylobacter](#)) that is linked to puppies sold through puppy stores. Campylobacter is resistant to antibiotics and contagious to humans. Vancouver residents should not be exposed to this serious public health threat — particularly now, when public health is so vulnerable.

Those who benefit most from companion animal sales in pet stores are the retailers themselves. While they may profit from the practice of buying these pets at a low price from commercial brokers and then selling them at a high price (typically without first spaying or neutering them), it is the taxpaying public who pays for animal control to house and kill unwanted animals in the community.

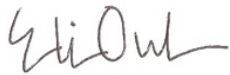
Further, many pet stores are frequently accused of [predatory lending](#) by offering financing upwards of 160%, creating a serious and unexpected financial strain on the consumer, sometimes resulting in an obligation for ongoing payments for [a pet that is deceased](#).

Pet stores that sell commercially bred pets can choose to be part of the solution rather than the problem by phasing out the sale of animals in favor of other common revenue streams such as pet product sales, grooming and day care, and by offering space for animal rescue organizations to adopt out animals from those stores, as hundreds of pet stores across the country already do with great success.

Pet stores that have transitioned from selling companion animals to offering rescued pets for adoption have found this animal-friendly model to be both viable and embraced by the communities in which the stores are located. Therefore, a humane pet sales ordinance would not prevent any current or future pet stores from doing business, and would alleviate a significant burden on local shelters and rescue groups by increasing pet adoptions. Further, ***it would not prevent anyone from purchasing a pet directly from a private breeder.***

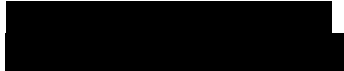
Best Friends and our Washington members thank you in advance for taking a reasonable and effective measure to protect consumers, pets and taxpayers in Vancouver. We have been proud to work with local and state governments throughout Washington and across the country to enact humane pet sales legislation, and I hope you will not hesitate to contact me if there is anything we can do to help realize this important effort.

Respectfully,



Elizabeth Oreck

National Manager, Puppy Mill Initiatives
Best Friends Animal Society



From: [Small, Rebecca](#)
To: [Dollar, Sarah](#)
Subject: FW: [External] FW: Animal welfare in Vancouver
Date: Monday, March 6, 2023 9:59:10 AM
Attachments: [image001.png](#)

From: Sarah Hanneken [REDACTED]
Sent: Wednesday, February 1, 2023 2:09 PM
To: Small, Rebecca <Rebecca.Small@cityofvancouver.us>
Subject: Re: [External] FW: Animal welfare in Vancouver

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

Hi Rebecca,

Thank you so much for all you are doing to help coordinate this workshop on the particular animal welfare issues at issue. I plan to attend the workshop as well as the main City Council meeting, and I will submit materials to you for the workshop on or before Feb. 13.

Question for you: If we want to testify on any of the animal issues during the main Council meeting, will there be a specific agenda item number for us to reference when we sign up online? If not, will we still be able to sign up to testify by simply filling out the "Topic I wish to speak about" line with a brief description, without citing an item number?

Finally, to answer your follow-up question with respect to the topic of force-fed poultry products ("foie gras"), our concern is not related to any particular restaurant but rather seeks to prevent the sale of this unnecessarily cruel product, now and in the future. I hope this helps.

Kind regards,

Sarah

--

Sarah Hanneken
Legal Advocacy Counsel
[REDACTED]

[REDACTED]
[Facebook](#) | [Twitter](#) | [YouTube](#) | [Instagram](#)

[Animal Equality](#) is an international farmed animal advocacy organization that is dedicated to defending all animals through legal advocacy, public education, campaigns, and investigations.

On Fri, Jan 27, 2023 at 3:59 PM Small, Rebecca <Rebecca.Small@cityofvancouver.us> wrote:

Following up on yesterday's email – I was also wondering if there were specific businesses or enterprises in Vancouver that may have prompted your concern, or if your concern stems from more of a high-level/ preventative effort for animal welfare. Thank you, and have a good weekend –

Rebecca Small | Senior Policy Analyst



P.O. Box 1995 • Vancouver, WA 98668-1995

Cell: 360.839.6128

www.cityofvancouver.us

From: Small, Rebecca

Sent: Thursday, January 26, 2023 4:45 PM

Subject: Animal welfare in Vancouver

Good afternoon,

I am writing to follow up with you on the upcoming Vancouver City Council workshop regarding the humane treatment of animals on 3/6. Thank you all so much for your patience these last few weeks, and my apologies for the delay in responding to your earlier emails (I have been out of the office recovering from a medical procedure).

Staff have been directed to prepare a workshop for Council on the following three topics pertaining to the humane treatment of animals: foie gras, fur, and pet store animal sourcing. I'll be researching these issues as they relate to local businesses and practices, so if your group members have links to news articles or written accounts of issues or incidents in Vancouver that prompted your outreach to Council on this issue or specific concerns that you would like to share, please feel free to email me at this address. We have to submit materials for Council somewhat far in advance and it takes some time to prepare them, so any materials or info you might want to share would be most useful if you could send it before February 13th.

Public testimony on this subject can be presented to Council during the main City Council meeting, which starts at 6:30 PM, either in-person or remotely. Guidelines for public testimony can be found [here](#). You may also email Council at any time on this subject (although emails submitted the week prior to the workshop are included in the public record).

Thank you for your active interest in City affairs, and I look forward to hearing from you.

Rebecca Small | Senior Policy Analyst



P.O. Box 1995 • Vancouver, WA 98668-1995

Cell: 360.839.6128

www.cityofvancouver.us

From: [Small, Rebecca](#)
To: [Dollar, Sarah](#)
Subject: FW: [External] Fwd: Animal welfare in Vancouver
Date: Monday, March 6, 2023 9:59:19 AM
Attachments: [image001.png](#)
[Vancouver WA Foie Gras Sales Ban - Model Ordinance.docx](#)
[Vancouver Foie Gras Factsheet.pdf](#)
[23.02.10 Foodservice Industry Statement of Support.pdf](#)
[Legal Memorandum.pdf](#)
[23.02.10 Veterinary Professional Statement of Support.pdf](#)

From: Sarah Hanneken [REDACTED]
Sent: Sunday, February 12, 2023 8:11 PM
To: Small, Rebecca <Rebecca.Small@cityofvancouver.us>
Subject: Fwd: [External] Fwd: Animal welfare in Vancouver

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

Hi Rebecca,

Thank you so much for all you're doing to prepare for the March 6 workshop on animal welfare issues – in particular, on the issue of force-fed poultry products (foie gras). I'm happy to present the attached materials for the Council Members' consideration during the workshop. Enclosed, you will find:

1. Proposed Vancouver ordinance
2. Foie gras fact sheet
3. Vancouver foodservice industry statement of support
4. Legal memorandum
5. Veterinary professional statement of support

Please let me know if there is anything else I can prepare, or if there are any follow-up questions I can answer ahead of the workshop. We are hopeful this workshop is followed by the formal introduction of our proposed ordinance.

Thank you so much,

Sarah Hanneken

--

Sarah Hanneken
Legal Advocacy Counsel



[Facebook](#) | [Twitter](#) | [YouTube](#) | [Instagram](#)

Animal Equality is an international farmed animal advocacy organization that is dedicated to defending all animals through legal advocacy, public education, campaigns, and investigations.

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

From: **Small, Rebecca** <Rebecca.Small@cityofvancouver.us>

Date: Thu, Jan 26, 2023 at 4:45 PM

Subject: Animal welfare in Vancouver

To:

Good afternoon,

I am writing to follow up with you on the upcoming Vancouver City Council workshop regarding the humane treatment of animals on 3/6. Thank you all so much for your patience these last few weeks, and my apologies for the delay in responding to your earlier emails (I have been out of the office recovering from a medical procedure).

Staff have been directed to prepare a workshop for Council on the following three topics pertaining to the humane treatment of animals: foie gras, fur, and pet store animal sourcing. I'll be researching these issues as they relate to local businesses and practices, so if your group members have links to news articles or written accounts of issues or incidents in Vancouver that prompted your outreach to Council on this issue or specific concerns that you would like to share, please feel free to email me at this address. We have to submit materials for Council somewhat far in advance and it takes some time to prepare them, so any materials or info you might want to share would be most useful if you could send it before February 13th.

Public testimony on this subject can be presented to Council during the main City Council meeting, which starts at 6:30 PM, either in-person or remotely. Guidelines for public testimony can be found [here](#). You may also email Council at any time on this subject (although emails submitted the week prior to the workshop are included in the public record).

Thank you for your active interest in City affairs, and I look forward to hearing from you.

Rebecca Small | Senior Policy Analyst



P.O. Box 1995 • Vancouver, WA 98668-1995

Cell: 360.839.6128

www.cityofvancouver.us

Veterinary Professional Support for Vancouver, WA to Prohibit Sale of Foie Gras Products from Force-Fed Birds

On behalf of the Humane Society Veterinary Medical Association (HSVMA), a national organization of more than 9,000 veterinary professional members with a focus on animal health and welfare, we convey our strong support for a Vancouver ordinance prohibiting the sale of foie gras from force-fed ducks and geese. Joining with HSVMA, several individual licensed Washington veterinary professionals have also signed this letter of support.

Foie gras is a luxury food produced by inserting a pipe down the esophagus and inhumanely force-feeding ducks or geese up to several times daily, in order to intentionally induce hepatic lipidosis, a diseased state of liver enlargement. The fatty livers, which can be enlarged 10 times past their normal size, are then sold as a delicacy. Serious health ramifications to the birds can include esophageal trauma, difficulty breathing, mobility problems, aspiration, liver hemorrhage, and even cardiac or renal failure.

There is significant scientific evidence to support ending force-feeding in the foie gras industry: The Scientific Committee on Animal Health and Animal Welfare of the European Commission declared that “there is good evidence that liver structure and function...is severely altered and compromised in force-fed ducks and geese. [The Committee] concludes that force-feeding, as currently practiced, is detrimental to the welfare of the birds.”

Additionally, several well-respected veterinarians and animal welfare experts have attested to the harm caused by force-feeding ducks and geese:

- "Due to the enormous size of the livers ... the birds have no room for their air sacs to fill with oxygen ... analogous to feeling as if one is [being smothered]."
– Dr. Holly Cheever, DVM, of the Humane Society Veterinary Medical Association
- “The practice of force-feeding amounts of food far beyond the limits of the duck’s need to eat causes pain and suffering. Ducks are highly capable of feeling pain, especially in the throat area. They have a gag reflex that would be overcome by the tube insertion, and this would cause distress in the bird.”
– Dr. Debra Teachout, DVM, MVS
- “Force-feeding in the foie gras industry is inherently cruel. ... This feeding beyond what the ducks would eat normally causes hepatic lipidosis, or fatty liver, which impairs liver function. Severe liver impairment can lead to conditions like enlargement of the liver, fluid in the abdomen and eventually death.”
– Dr. Lorelei Wakefield, VMD
- “In my opinion, [force-feeding] is cruel and inhumane, as it involves rough, invasive handling and can result in trauma and injuries to the esophagus. The process overrides the natural system of hunger and satiety and the birds in the video appear to be frightened

and distressed - they move immediately away from the handler as soon as they are released.”

– Dr. Sara Shields, PhD, an animal welfare expert with an emphasis in poultry

- “[T]he process of force-feeding birds in order to deliberately induce a disease state is patently inhumane, causing severe physical pain and psychological distress.”

– Dr. Lee Schrader, DVM

Establishing a prohibition on the sale of foie gras from force-fed ducks and geese is a common-sense reform that advances the welfare of animals and upholds the principles of good animal husbandry.

We strongly encourage members of the Vancouver City Council to introduce and pass an ordinance banning the sale of force-fed foie gras.

Submitted by:

Erin Zamzow, DVM

Veterinarian & Washington State Representative, Humane Society Veterinary Medical Association (HSVMA)

Holly Cheever, DVM

Veterinarian

Leadership Council, HSVMA

Barbara Hodges, DVM, MBA

Veterinarian

Last updated: 02/10/2023

Feb. 8, 2023

Legal Memorandum: A Ban on Sale of Force-Fed Poultry Products in the City of Vancouver Is Lawful

The product of force-feeding poultry is known as “foie gras.” Foie gras is French for “fatty liver,” and producers create the product by forcing a rigid tube down the esophagus of ducks and geese and administering large volumes of food multiple times each day, until their livers develop fatty liver disease.¹ Foie gras is the fatty spread made from these diseased duck and goose livers.² Due to animal welfare and public health concerns related to force-feeding process, numerous localities across the country have enacted bans on the commercial sale of foie gras within city limits.

In preparation for the Vancouver City Council workshop on this topic scheduled for March 6, 2023, we conducted the legal research to confirm that the proposed sales ban in Vancouver would be legally permissible. We conclude that it is. Our analysis of potentially relevant Washington state laws found no pre-emption concerns, and an analysis of Vancouver’s home-rule authority confirms that the proposed sales ban is squarely within the City’s police powers to enact. **Therefore, the City of Vancouver possesses clear legal authority to enact an ordinance banning the sale of force-fed poultry products within its borders.**

Vancouver Has “Home Rule” Authority to Ban the Sale of Force-fed Poultry Products

Washington is a home rule state. “Home rule” refers to the right of municipalities to locally govern on issues of local concern, or “the authority of a local government to control its local affairs without interference from the state.”³ Vancouver is a first-class, “home rule” city.⁴ As a home rule city, Vancouver has authority to ban the sale of specific products within its borders, so long as there is no state or federal law preempting it from doing so.

Vancouver City Council has passed other local retail bans, including a ban on fireworks in 2015.⁵ The City Council even enacted a permanent ban on the establishment of fossil fuel facilities in October 2022.⁶ These examples illustrate how Vancouver may legally exercise its home-rule authority to legislate on issues of local concern. These commercial bans result in a local marketplace that more accurately reflects the social and economic priorities of its residents, as home-rule authority is designed to do.

¹ Animal Equality, *Ban Foie Gras in the U.S. Now*, <https://animalequality.org/action/foie-gras>.

² *Id.*

³ Steve Lundin, *The Closest Governments to the People: A Complete Reference Guide to Local Government in Washington State* at 883 (2015).

⁴ *Heinsma v. City of Vancouver*, 144 Wash. 2d 556, 560 (2001).

⁵ City of Vancouver Washington, *Are Fireworks Legal in Vancouver, Washington?*, <https://www.cityofvancouver.us/fire/page/are-fireworks-legal-vancouver-washington>.

⁶ Lauren Ellenbecker, *Vancouver council enacts permanent ban on fossil fuel facilities*, THE COLUMBIAN (2022), <https://www.columbian.com/news/2022/oct/04/vancouver-council-enacts-permanent-ban-of-fossil-fuel-facilities/>.

Similarly, Vancouver's home-rule authority gives it the power to pass a ban on the sale of force-fed poultry products.

The Proposed Sales Ban Is Not Preempted by Any State or Federal Law

Given that Vancouver has home-rule authority, it may enact a local ban on the sale of force-fed poultry products unless a state or federal law preempts it from doing so. After thoroughly analyzing all potential Washington state laws that could present a preemption challenge to such a ban, we found none. Additionally, the Ninth Circuit Court's decision in *Association des Eleveurs de Canards et d'Oies du Quebec v. Harris*⁷ confirms there is likewise no federal preemption.

Although Washington has legislation to preserve agricultural lands and to protect Washington's agricultural industry and its dependent rural communities,⁸ none of this legislation would preempt a local sales ban on force-fed poultry products. These agricultural-land preservation laws still allow home-rule cities to restrict the types of agricultural products which may be sold within their borders.

Therefore, there are no preemption concerns arising out of the proposed sales ban on force-fed foie gras in Vancouver.

Conclusion

The Vancouver City Council may lawfully enact a local ban on the sale of products from force-fed poultry.

Kind regards,

Sarah Hanneken, Esq.
Legal Counsel, Animal Equality
sarahh@animalequality.org

⁷ 729 F.3d 937 (9th Cir. 2013).

⁸ RCW 15.04.400 and RCW 15.04.402. These laws are easily contrasted with the State of New York's Agriculture and Markets Law § 305, which prevents non-agricultural areas from dictating what farmers in agricultural areas can produce. The New York State Senate, LEGISLATION (2021), <https://www.nysenate.gov/legislation/laws/AGM/305-A>. New York foie gras producers' attempt to overturn New York City's retail ban on force-fed poultry products on the basis of that NY law is already highly tenuous, but in any case, the State of Washington has no such law (and no in-state foie gras producers), eliminating any concern over a similar challenge here.



Vancouver Restaurant/Retailer Statement of Support for an Ordinance Prohibiting the Sale of Foie Gras from Force-Fed Birds

We, the undersigned Vancouver-based restaurants, retailers, and food manufacturers, strongly support the passage of a city ordinance prohibiting the sale of “force-fed” foie gras.

Foie gras is a black mark on our industry. This fatty liver delicacy is produced by forcing a long rigid tube down a duck’s or goose’s esophagus, and rapidly delivering huge amounts of concentrated grain, fat, and compressed air into the bird via a pneumatic or hydraulic pump. The process is repeated up to three times a day for several weeks until the animal’s liver becomes diseased – often growing up to 10 times its normal size – inflicting significant pain and suffering as a result.

We support a ban on the sale of force-fed foie gras not only because it is the right thing to do, but also because protecting the reputation of Vancouver dining and retail is in our economic interest. Allowing a tiny percentage of restaurants and grocers to serve a product that derives from tortured animals gives our culinary reputation a black eye.

Consumer goodwill is everything in our industry, and we know the vast majority of people do not want to see foie gras on Vancouver menus. By coming together as a community and putting our collective foot down against force-fed foie gras, we can make a positive name for Vancouver’s food and dining scene. Other esteemed culinary hubs around the world have already embraced a foie-gras-free identity, and we want Vancouver to be among them.

A ban on the sale of force-fed foie gras directly affects our industry – in a positive way. By passing an ordinance banning the sale of force-fed foie gras, the City Council would be supporting the Vancouver food sector. We stand to benefit from the reputational gains associated with a local policy against cruel force-fed ingredients. What’s more, this ordinance will send a clear message to the world about Vancouver’s humane values and help end the horrific treatment of sensitive ducks and geese.

For all these reasons, we strongly urge the City Council to adopt an ordinance banning the sale of force-fed foie gras.

Sincerely,

Casa Colima

[Redacted], Vancouver, WA
[Redacted]

Chandelier Bakery

[Redacted] Vancouver, WA
[Redacted]

(List continues on next page)

Chutneys Indian Cuisine

[REDACTED], Vancouver, WA
[REDACTED]

Dandelion Tea House

[REDACTED], WA
[REDACTED]

Funky Fresh Juice Co.

[REDACTED] Vancouver, WA
[REDACTED]

Madhouse Coffee Co.

[REDACTED], Vancouver, WA
[REDACTED]

Slow Fox Chili

[REDACTED] Vancouver, WA
[REDACTED]

Thai Little Home

[REDACTED], Vancouver, WA
[REDACTED]

Vegan Dude Foods

Vancouver, WA
[REDACTED]

4 Caminos Mexican Restaurant

[REDACTED] Vancouver, WA
[REDACTED]



Ban Force-Fed "Foie Gras" in Vancouver

The City of Vancouver has a vested interest in promoting responsible and sustainable business practices and protecting animal welfare. By prohibiting the sale of force-fed foie gras, the City will uphold its commitment to these values and help end the suffering of countless animals on foie gras factory farms.

What is foie gras?

Foie gras ('fwä-'grä)—French for "fatty liver"—refers to a luxury food made from the diseased liver of a duck or goose. Foie gras is typically produced by force-feeding ducks and geese until their livers fatten to as much as 10 times their normal, healthy size. After enduring weeks of force-feeding, the birds are slaughtered, and their livers are processed to be sold as foie gras.

Foie gras production poses a significant risk to public health. Because of the constant abuse they suffer, ducks and geese on factory foie gras farms have weakened immune systems, making them especially susceptible to avian influenza (bird flu). This is alarming, in part because bird flu can spread to humans, and as COVID-19 has shown us, a zoonotic disease outbreak can quickly turn into a global pandemic.

Policy Proposal

Our proposed legislation would prohibit the sale of foie gras from force-fed ducks and geese in the City of Vancouver. Numerous other cities across the country, from California to New York, have already banned the sale of this cruel product. The Ninth Circuit Court of Appeals has ruled that local laws banning the sale of foie gras are lawful.

What is the impact of a prohibition on the sale of foie gras?

Supporting a prohibition on the sale of cruelly produced foie gras aligns with Vancouver's values and would prevent needless and significant animal cruelty. There is no evidence that such a ban would have any negative impact on jobs or businesses. In fact, the ordinance's passage would further bolster Vancouver's reputation as an ethical and forward-thinking city.



Who supports a prohibition on the sale of foie gras?

Numerous Vancouver-based restaurants support a ban on the sale of foie gras with the city. In addition, many major retailers—such as Costco, Safeway, Target, Giant Eagle, Whole Foods Market, and Wolfgang Puck—already refuse to sell foie gras because of the animal cruelty involved and the associated consumer dissatisfaction.

THANK YOU FOR YOUR CONSIDERATION

Questions? Please contact Sarah Hanneken, Esq. at sarahh@animalequality.org

ORDINANCE NO. _____

AN ORDINANCE regarding certain poultry products; prohibiting the sale of poultry products from force-fed birds; providing for civil penalties; and providing for a delayed effective date.

WHEREAS, a luxury poultry product often marketed as "foie gras" is produced from the diseased and enlarged liver of a duck or goose. The production of foie gras usually involves systematically force-feeding the animal until their liver becomes diseased and has enlarged up to ten times its normal size; and

WHEREAS, the practice of force-feeding birds for foie gras production is widely considered inhumane by veterinary professionals, because it involves inserting a foot-long metal or plastic tube down a bird's throat and injecting large and unhealthy quantities of feed into the stomach. Force-feeding induces liver disease in the birds, which is both painful and often fatal. The process also causes the animals significant injury and illness, including bacterial and fungal infections, malnourishment, and/or lameness; and

WHEREAS, because of the constant stress they endure, birds force-fed for foie gras production have weakened immune systems, making them especially susceptible to avian influenza (bird flu) infections, which can spread to humans and lead to disease outbreaks, thereby creating a risk of another coronavirus pandemic; and

WHEREAS, it is in the public interest to avoid supporting animal cruelty and zoonotic disease risks by removing force-fed poultry products from the marketplace; and

WHEREAS, there is no evidence that any business in the City of Vancouver will be financially harmed by a prohibition on the sale of force-fed poultry products; and

WHEREAS, the City Council of the City of Vancouver desires to protect public health and codify values related to the humane treatment by removing force-fed poultry products from the marketplace.

NOW, THEREFORE,
BE IT ORDAINED BY THE CITY OF VANCOUVER:

SECTION 1. Title 5 of the Vancouver Municipal Code is amended by adding a new Chapter 5.101 to read as follows:

Chapter 5.101 – Trade in Force-Fed Poultry Products

Section 5.101.010. Purpose.

The purpose of this chapter is to provide for the prohibition of trade in certain products from force-fed animals in order to avoid supporting animal cruelty, to protect the public health, to

bolster the reputation of the City's food service and retail community, to position the City as a humane tourist destination, and to protect public morals related to animal welfare.

Section 5.101.020. Definitions.

In this chapter:

"Food service establishment" means an establishment, located within the City of Vancouver, offering prepared food to be eaten by customers, whether such food is provided free of charge or sold, and whether consumption occurs on or off the premises.

"Force-fed product" means any product that is the result of force-feeding a bird, including but not limited to a duck or a goose, with the intent to fatten or enlarge the bird's liver.

"Force-feeding" means the practice of forcing, by any means, food or supplements into the throat, esophagus, crop, or stomach of a bird.

"Retail establishment" means any vendor, store, shop, sales outlet, e-commerce site, or other establishment, including but not limited to a grocery store or a delicatessen, which provides, offers for sale, or sells food within the City of Vancouver.

"Sell or sale" means any act of selling, trading, or bartering for monetary or nonmonetary consideration, and includes any transfer of ownership that occurs in the course of a commercial transaction.

Section 5.101.030. Prohibited acts.

No retail establishment or food service establishment, or its owners or managers, shall store, keep, maintain, provide, offer for sale, or sell any force-fed product or food containing a force-fed product. For purposes of this section, a sale or provision shall be deemed to occur at the location where the recipient takes physical possession of the item.

For purposes of this chapter, it shall be a rebuttable presumption that an item advertised or represented as "foie gras" is a force-fed product. A party seeking to rebut such presumption shall provide documentary evidence proving that the product they are storing, keeping, maintaining, providing, offering for sale, selling, shipping, or transporting is not a force-fed product as defined in this chapter. Products not represented as "foie gras" but which meet the force-fed definition are covered by this chapter.

Section 5.101.040. Penalties for violations.

- A. Any person who violates any of the provisions of this chapter shall have committed a civil infraction and shall be subject to a monetary penalty not to exceed \$1,000. Each act of violation and every day upon which any such violation shall occur shall constitute a separate offense.

- B. In the event that any provision of this chapter is violated by a corporate entity, the owner(s), officers, or the person or persons responsible for the violation, shall be subject to the penalty herein provided.

Section 5.101.050. Severability.

Each section or subdivision of this chapter is declared to be independent of every other section or subdivision of this chapter, and the invalidity of any section or subdivision shall not invalidate any other section or subdivision of a section thereof.

Section 5.101.060. Effective Date.

This Ordinance shall take effect six months after passage.

From: [Small, Rebecca](#)
To: [Dollar, Sarah](#)
Subject: FW: request for support from HSSW
Date: Monday, March 6, 2023 10:07:17 AM
Attachments: [HSSW Bill 1424.pdf](#)

In case you didn't get this one, I assume HSSW wants this in the public record, too.

From: Megan Dennis [REDACTED] >
Sent: Monday, March 6, 2023 10:02 AM
To: City Council <council@cityofvancouver.us>
Cc: Small, Rebecca <Rebecca.Small@cityofvancouver.us>
Subject: request for support from HSSW

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

Please see attached letter for your consideration during tonight's discussion regarding retail sales of puppies and kittens in the City of Vancouver.

Megan Dennis (She/Her)
Vice President of Shelter Operations
[REDACTED]
Humane Society for Southwest Washington
[REDACTED] | Vancouver, WA 98684
rescue · return · restore · rehome · reconnect
one animal at a time



March 3rd, 2023

Vancouver City Council
Sent via Email

Re: HB 1424

Honorable Mayor McEnerny-Ogle, Mayor Pro Tem Stober and esteemed Council members:

On behalf of [Humane Society for Southwest Washington](http://southwesthumane.org), I am seeking your support for the incorporation of the below proposed language into the WA HB 1424, sponsored by Representative Berg:

-This section does not preempt a local government from enacting an ordinance, rule or resolution, or from taking other legislative action, that imposes requirements or prohibitions that are more stringent than the requirements and prohibitions set forth in this section.

This language can be found in the pending Oregon pet sales bill ([HB 2915](#)) and would allow the City of Vancouver to consider an ordinance that would close the loophole that allows inhumanely bred companion animals to be sold in Vancouver pet stores. We urge you to weigh in at the state level before this is considered by the Senate, so the bill can be amended to allow localities to pass stricter ordinances.

We thank you in advance for taking a stance to protect consumers, pets and taxpayers in Vancouver. Please contact me if there is anything I can do to help encourage the incorporation of this important amendment or answer any of your questions.

Respectfully,



Megan Dennis
Vice President, Shelter Operations



From: [Kathryn](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Friday, March 3, 2023 3:48:13 PM
Attachments: [statement_to_city_council_3.2.23.docx](#)

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



City Council Contact Form

Submitted date: Friday, March 3, 2023 - 3:48pm

Contact Information

First name:

Kathryn

Last name:

Neary

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98662

Inquiry Information

Subject:

Comment on an upcoming Council agenda item

Recipient:

All of Council

Message:

I am writing in support of the City of Vancouver passing an ordinance to ban the sale of dogs and cats from retail pet stores in our city.

In 2021 the Washington state legislature passed a law banning the sale of dogs and cats from retail pet stores. The reason for this ban is that puppies sold from retail pet stores are mostly sourced from puppy mills. This 2021 law allowed existing pet stores to continue to sell puppies but banned the sale of kittens from all stores. Today there are two existing retail pet stores in Washington that continue to sell puppies: one is Puppyland in Puyallup, Washington and the other is Alley Cat Pet Center located in the Vancouver mall. Alley Cat Pet Center sold 770 puppies in 2022, which generated one half of their profits for the year.

In the current year a bill has been introduced in the state legislature to close the loophole for existing retail pet stores to sell dogs and cats. Unfortunately this bill was amended to place certain restrictions on the sale of dogs, and to again allow the sale of cats at retail pet stores. This bill has passed the House and will likely pass into law this year.

The restrictions on the sale of puppies in this bill are focused on limiting pet stores to sourcing the puppies from breeders and brokers who meet Washington state standards for those businesses. However, Washington state does not have an agency or department with the mandate to enforce those standards on the breeders or brokers. The enforcement of standards is the responsibility of County and city Animal Control departments. Even if the Clark County Animal Control Board had the resources and time to monitor our Clark County dog breeders, we have no means to evaluate the dog breeding businesses in other counties. The owners of Alley Cat Pet Center testified to the Washington state legislature that they indeed do buy puppies from breeders in other counties. Also, retail pet stores are still allowed to source puppies from out of state breeders not subject to Washington laws. Therefore the new legislation falls short of the goal of ending the sale of puppies sourced from puppy mills.

The owners of the Alley Cat Pet Center will tell you that all the breeders they use to source their puppies are very good people who hold to the highest standards of animal husbandry. We have no way to verify this statement, since information on these specific breeders is not public. We do not even know if these breeders are licensed by the USDA, which has a minimal level of standards anyway, and does not inspect dog breeding facilities unless complaints against the facilities are made.

I firmly believe the only way to stop retail pet stores from sourcing puppies from inadequately monitored breeders and from puppy mills is to ban the sale of all puppies from retail pet stores.

Upload a file:

[statement_to_city_council_3.2.23.docx](#)

To: City of Vancouver City Council

I am writing in support of the City of Vancouver passing an ordinance to ban the sale of dogs and cats from retail pet stores in our city.

In 2021 the Washington state legislature passed a law banning the sale of dogs and cats from retail pet stores. The reason for this ban is that puppies sold from retail pet stores are mostly sourced from puppy mills. This 2021 law allowed existing pet stores to continue to sell puppies but banned the sale of kittens from all stores. Today there are two existing retail pet stores in Washington that continue to sell puppies: one is Puppyland in Puyallup, Washington and the other is Alley Cat Pet Center located in the Vancouver mall. Alley Cat Pet Center sold 770 puppies in 2022, which generated one half of their profits for the year.

In the current year a bill has been introduced in the state legislature to close the loophole for existing retail pet stores to sell dogs and cats. Unfortunately this bill was amended to place certain restrictions on the sale of dogs, and to again allow the sale of cats at retail pet stores. This bill has passed the House and will likely pass into law this year.

The restrictions on the sale of puppies in this bill are focused on limiting pet stores to sourcing the puppies from breeders and brokers who meet Washington state standards for those businesses. However, Washington state does not have an agency or department with the mandate to enforce those standards on the breeders or brokers. The enforcement of standards is the responsibility of County and city Animal Control departments. Even if the Clark County Animal Control Board had the resources and time to monitor our Clark County dog breeders, we have no means to evaluate the dog breeding businesses in other counties. The owners of Alley Cat Pet Center testified to the Washington state legislature that they indeed do buy puppies from breeders in other counties. Also, retail pet stores are still allowed to source puppies from out of state breeders not subject to Washington laws. Therefore the new legislation falls short of the goal of ending the sale of puppies sourced from puppy mills.

The owners of the Alley Cat Pet Center will tell you that all the breeders they use to source their puppies are very good people who hold to the highest standards of animal husbandry. We have no way to verify this statement, since information on these specific breeders is not public. We do not even know if these breeders are licensed by the USDA, which has a minimal level of standards anyway, and does not inspect dog breeding facilities unless complaints against the facilities are made.

I firmly believe the only way to stop retail pet stores from sourcing puppies from inadequately monitored breeders and from puppy mills is to ban the sale of all puppies from retail pet stores.

From: [Lawrence](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Friday, March 3, 2023 5:46:06 PM

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



City Council Contact Form

Submitted date: Friday, March 3, 2023 - 5:46pm

Contact Information

First name:

Lawrence

Last name:

Zimmer

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

97211

Inquiry Information

Subject:

Comment on an upcoming Council agenda item

Recipient:

All of Council

Message:

Larry Zimmer, President/Owner/Operator March 3, 2023 Alley Cat Pet Center in Vancouver Mall

This Store has been in the Mall since it opened in 1978 and I am the second Owner having purchased it in 1995...28 years ago. I have actually been in business for 40 years, having purchased my first Alley Cat store in Jantzen Beach Mall, and also the Salem location. Vancouver Mall is my only store now.

We have never purchased puppies from Commercial Breeders and Only get our puppies from Local, private family breeders from in & around the NW ie Castle Rock, Kelso, Zillah, Yakima, Union Gap, Cedro Wooly to name a few. Many of these hobby breeders have been selling me puppies for 15 -20 years! We offer a full written 1-year health guarantee for every puppy sold at our store. In 2022 we

found homes for 777 puppies! Being in Business for as long as we have, we have had many customers who have bought multiple puppies from us over the years!

Unfortunately I am unable to be at the workshop as I will be out of the Country on vacation... But my store Manager Angela Clifton will be attending and giving testimony and be available for any questions you may have. In the meantime I would invite any and all City Council members to stop by my store, Especially on any weekend and just observe the popularity of Alley Cat Pet Center.

I would also be happy to show you my records for you to see the Many different local people/families where our puppies come from. Thankyou for taking the time to read my letter and I would be happy to answer Any questions you may have in the future! Sincerely, Larry Zimmer

Upload a file:

From: [Megan Dennis](#)
To: [City Council](#)
Cc: [Small, Rebecca](#)
Subject: request for support from HSSW
Date: Monday, March 6, 2023 10:03:15 AM
Attachments: [HSSW Bill 1424.pdf](#)

You don't often get email from mdennis@southwesthumane.org. [Learn why this is important](#)

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

Please see attached letter for your consideration during tonight's discussion regarding retail sales of puppies and kittens in the City of Vancouver.

Megan Dennis (She/Her)
Vice President of Shelter Operations
[REDACTED]
mdennis@southwesthumane.org
Humane Society for Southwest Washington
[REDACTED] | Vancouver, WA 98684
rescue · return · restore · rehome · reconnect
one animal at a time



March 3rd, 2023

Vancouver City Council
Sent via Email

Re: HB 1424

Honorable Mayor McEnerny-Ogle, Mayor Pro Tem Stober and esteemed Council members:

On behalf of [Humane Society for Southwest Washington](https://southwesthumane.org), I am seeking your support for the incorporation of the below proposed language into the WA HB 1424, sponsored by Representative Berg:

-This section does not preempt a local government from enacting an ordinance, rule or resolution, or from taking other legislative action, that imposes requirements or prohibitions that are more stringent than the requirements and prohibitions set forth in this section.

This language can be found in the pending Oregon pet sales bill ([HB 2915](#)) and would allow the City of Vancouver to consider an ordinance that would close the loophole that allows inhumanely bred companion animals to be sold in Vancouver pet stores. We urge you to weigh in at the state level before this is considered by the Senate, so the bill can be amended to allow localities to pass stricter ordinances.

We thank you in advance for taking a stance to protect consumers, pets and taxpayers in Vancouver. Please contact me if there is anything I can do to help encourage the incorporation of this important amendment or answer any of your questions.

Respectfully,



Megan Dennis
Vice President, Shelter Operations



From: [Nikki](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Monday, March 6, 2023 10:59:29 AM

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



City Council Contact Form

Submitted date: Monday, March 6, 2023 - 10:59am

Contact Information

First name:

Nikki

Last name:

Dennis

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

97201

Inquiry Information

Subject:

Comment on an upcoming Council agenda item

Recipient:

All of Council

Message:

Hello,

I understand the City of Vancouver is considering a ban on foie gras which I was very pleased to hear. To date, Portland has disappointingly not had the compassion or moxie needed to stand up against this cruel and depraved treatment against ducks and geese. While this may not appear to be the highest of priorities to some, I can assure you that this is of the highest priority to the ducks and geese who are subjected to these horrors. Vancouver has the opportunity to be a kind and compassionate example nationwide if this ban is adopted as well as to its city right across the river. Additionally, it would send a strong statement if Vancouver also adopted a fur ban in conjunction,

sending a strong message that animals who are enslaved and murdered for their fur will not be tolerated

Animal rights need to be on the list of what is being taken seriously when it comes to public policy. For some governmental bodies, it is ironic and sad how animal oppression is still viewed as something to figure out after we figure out all the human issues first. Oppression is exerting power over a group identified as an "other" that then does not receive the same rights and protections. These issues are certainly oppression, but, unfortunately for non-companion animals, their lives are not viewed on the same level as humans - a concept also known as speciesism. Until we begin to accept that humans are but one animal on this planet we are supposed to share, we will never be at peace with ourselves, within our communities, or on this planet.

"Injustice anywhere is a threat to justice everywhere," said the civil rights legend Martin L. King, a quote that is engraved on the Portland Justice Center. I would agree and my interpretation of that quote applies to this issue as well as other examples of animal injustice. In this circumstance, there is a chance to help level those scales of justice in the favor of beautiful, sentient beings who are in need of people and communities to say, "Enough!".

Thank you for your time and consideration.

Kind regards,

Nikki Dennis
Portland, OR
Upload a file:

From: [Peter L. Fels](#)
To: [City Council](#)
Cc: alliance-for-community-engagement@googlegroups.com
Subject: Vote yes for Warehouse moratorium
Date: Saturday, March 4, 2023 10:52:32 AM

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

Councilors,

I encourage you to support the warehouse moratorium on your agenda for March 6.

Despite passing the Climate Action Framework, there are already at least 7 large warehouse projects vested for permits. Staff was correct to bring this to your attention. Large warehouses have the potential to put Vancouver's GHG emissions in worse shape rather than reducing them according to the CAF goals.

We need time to put appropriate ordinances in place to assure compliance with CAF and other City goals.

The business community is crying that a moratorium will send the message that Vancouver is closed for business. We heard the same arguments about stopping the oil terminal. Instead, both the Port and the City have experienced record growth.

Don't let short-sighted people stop you from making the correct decision to pause while you consider the best way forward. The environment and the community's health and safety are at stake.

Vote yes for the warehouse moratorium.

Thank you,

Peter Fels
Vancouver

Sent from my iPad

From: [Denis Markian Wichar](#)
To: [City Council](#)
Subject: Warehouse Moratorium
Date: Saturday, March 4, 2023 1:07:46 PM

You don't often get email from [REDACTED]. [Learn why this is important](#)

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

I fully support the proposed warehouse moratorium. Warehouses are poor uses of valuable commercial/industrial space. They provide almost no permanent jobs, very few construction jobs, have nothing but rain-repellent surfaces, and cause endless truck traffic to and from. Plus, they are ugly, and usually have zero trees and landscaping.

Den Mark Wichar

[REDACTED]

Vancouver WA 98660

[REDACTED]

From: [Susan Saul](#)
To: [City Council](#)
Subject: Agenda Item 11
Date: Saturday, March 4, 2023 7:43:27 PM
Attachments: [Agenda Item-11-Large Warehouse Moratorium City Council 3-6-23.pdf](#)

You don't often get email from [REDACTED]. [Learn why this is important](#)

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

My testimony for the public hearing is attached.
Susan Saul

[REDACTED]
Vancouver, WA 98664
March 4, 2023

Vancouver City Council
P.O. Box 1995
Vancouver, WA 98668-1995
submitted by email to council@cityofvancouver.us

Re: Agenda Item 11 – Revisions to Temporary 6-Month Moratorium Ordinance on Large Warehouses greater than 100,000 square feet in the IL Light Industrial and IH Heavy Industrial Districts

Dear Council Members:

I urge you to support the large warehouses moratorium adopted on December 12, 2022 with the revisions adopted on February 6, 2023.

The seven proposed large warehouse projects already vested for permits have the potential to undermine the greenhouse gas emission goals recently adopted as part of the Climate Action Framework. As identified in the Staff Report, besides the land-intensive nature of these large warehouses and low job creation, other issues include air pollution, implications on the City's climate action goals, and increased in truck traffic to vulnerable neighborhoods.

The city needs to take time to analyze these potential impacts and determine what ordinances and building codes are needed to align large warehouse development with the Climate Action Framework and the city's Strategic Plan.

Our air quality, livability, mobility, community health, climate change impact reductions and environment are at stake.

Sincerely,



Susan M. Saul

From: [Heidi Cody](#)
To: [City Council](#)
Cc: [Eiken, Chad](#); [Cathryn Chudy](#)
Subject: ACE Comments re: Warehouse Moratorium Ordinance
Date: Sunday, March 5, 2023 4:06:31 PM
Attachments: [ACEComments toCOV WarehouseMoratorium.pdf](#)

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

Hello,

Attached please find comments from Alliance for Community Engagement (ACE), supporting the City's Warehouse Moratorium Ordinance.

Thank you,
Heidi Cody and Cathryn Chudy

--

Co-Director | Alliance for Community Engagement SWWA
Strategic Coordinator for SWWA | Stand Up to Oil Coalition
Sparkle with #climatetoothpaste. I do. climatetoothpaste.com #greennewdeal

March 6, 2023

Alliance for Community Engagement (ACE)

Vancouver City Council and City staff

Dear Vancouver City Council and City staff,

Our Alliance for Community Engagement (ACE) supports continuing the Moratorium Ordinance on Large Warehouses to study concerns related to the growing number of applications for large-scale warehouses in Vancouver. These warehouses will affect land use, climate, and public health, safety and livability in all parts of our city, especially in neighborhoods already overburdened by air pollution, traffic congestion and noise.

Seven out of eight warehouses that exceed the 250,000 sq. ft. threshold set by this Moratorium are already vested and moving forward. At the Feb. 6th public hearing, development and economic interest groups were prominent voices objecting to the Moratorium. They claimed short and long term “benefits” of large warehouses and warned of “unintended consequences” from the Moratorium that could cause Vancouver’s economic well-being to suffer.

Our ACE coalition believes the Moratorium is necessary to consider all aspects of further permitting of large warehouses. More than just business and economic factors are at stake. The City needs to consider the health, safety and well-being of all residents in our community, especially those most likely to be adversely affected.

The cumulative effects of multiple warehouses on the neighborhoods where they will be located must be understood and addressed. The permitting pause allowed by this Moratorium provides City staff the time to do the research and community outreach necessary to understand potential impacts and concerns, and make recommendations to City Council for protective code changes going forward.

Thank you for your work on the Moratorium Ordinance.

Sincerely,

Alliance for Community Engagement (ACE)

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Item # 11 on Council Agenda: Public Hearing on Moratorium on Large Warehouses
Date: Monday, March 6, 2023 12:02:03 PM
Attachments: [image001.png](#)

Thanks!

Shannon Ripp | Support Specialist III



CITY OF VANCOUVER, WASHINGTON

City Manager's Office

P: (360) 487-8607

www.cityofvancouver.us

From: Cathryn Chudy [REDACTED]
Sent: Monday, March 6, 2023 11:59 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Cc: Eiken, Chad <Chad.Eiken@cityofvancouver.us>
Subject: Item # 11 on Council Agenda: Public Hearing on Moratorium on Large Warehouses

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

Mayor and Council Members, and City staff,

I won't be able to attend this evening's public hearing on the Moratorium Ordinance on Large Warehouses but I am emailing in support of the Moratorium to be continued with enough time and resources to carefully consider impacts on all "stakeholders".

I am concerned that development and economic interest groups dominated the Feb. 6th public hearing, pressing for the Moratorium not to continue, even though other community "stakeholders" were represented at the hearing and have been consistently supporting the process already underway.

I appreciate the values that our Council has identified to guide decision making (climate, safety and equity). It is important to me that the term "stakeholders" reaches beyond business, development and economic interests, to include interests of residents in all areas of Vancouver. Especially important outreach is needed in those neighborhoods that are already living with adverse health, safety and livability impacts and who can least afford to be faced with additional impacts unless these are identified, understood, and addressed. Hopefully, recommendations for protective

code changes to guide future permitting of these large warehouses will be an outcome of this Moratorium.

Sincerely,

Cathryn Chudy

Vancouver, WA

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); Sara.Lamnini@hayward-ca.gov; [Dollar, Sarah](#); [Harris, Rep. Paul](#)
Subject: Watch "Levin: This is a massive coverup" on YouTube
Date: Monday, March 6, 2023 10:39:08 AM

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

<https://youtu.be/ejCrr9L69k>.

Please send to council members and MELNECK. Put on public record and confirm that you did. Thanks Wynn

From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#); [Harris, Rep. Paul](#)
Subject: Organ damage from jabs
Date: Sunday, March 5, 2023 11:35:46 PM

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

<https://www.naturalnews.com/2023-03-03-autopsies-on-vaxxed-confirm-covid-vaccine-damage.html>.

melneck. Put on public record and confirm that you did.

Please send to council members and
Thanks from Wynn

From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#); [Harris, Rep. Paul](#)
Subject: Watch "Expert Testimony: FDA Forced Boosters On HEALTHY, YOUNG PEOPLE Without The Data To Back It Up" on YouTube
Date: Friday, March 3, 2023 9:37:11 PM

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

<https://youtu.be/b9H0PrXjPbM>.

Please sent to council members and
MELNECK. Put on public record and confirm that you did. Thanks from Wynn



This is a formal complaint made by Kimberlee Goheen Elbon, a Clark County Citizen.

I am enclosing copies of The Vancouver City Council 'CITY COUNCIL MEETINGS' explanation as to how Council meetings are to take place. The Citizens had no say in your Charter articles or policies. This is tyranny in action.

*****First note: This Council is actively following the ICLEI United Nations entity for over 15 years now. By doing so, this Council has 'effectively' taken WE THE PEOPLE'S First Amendment Rights away by limiting We Citizens to one three minute Community Forum per every three months. You WILL NOT take these Rights away from The Citizens. It might take a lawsuit and some time; but this is not going to continue !!! The lame excuse given is that We Citizens can write to the Council at any time. And then what ? Do The Citizens get to see what Other Citizens wrote to you ? Probably not !!!**

The EFFORTS that this Vancouver City Council 'elected' Officials have put into taking Our First Amendment Rights away; as well as effectively taking over The Peoples' AUTHORITY over this Council IS in My opinion CRIMINAL and definitely NOT following The Constitution !!! You show great EFFORT in shutting US out and continuing the UN agenda. NOT ON MY WATCH and I continue to Pray for deliverance AMEN. (pages 1-2)

*****Second note: The City Council Meeting Agenda for February 13, 2023 was a total slap to the face of The Citizens !!! The enclosed copies (pages 3-4) are NOT TRANSPARENT to The Public and was MISLEADING also !!! I tried to attend the meeting in Person and was told the Birch Room was full !!! Why not a larger room for The Citizens to attend as was implied !!! You all ate dinner also in the same room. Why did I have to go to the Aspen Room just to listen !!! I could have done that from Home !!! Who was in attendance in the Birch Room ??? Email Me the answer. Were there any Citizens other than your group ??? The PUBLIC NOTICE you put out is also misleading !!!**

So I intend on waking The Citizens up to this obvious government takeover !!!

You have shown your TRUE COLORS and I consider this Vancouver City Council DOMESTIC ENEMIES of The People of Vancouver Washington USA and all of Clark County Washington USA ~ God Is Always Good AMEN.

Kimberlee Goheen Elbon
we4the4people@aol.com

*march 6, 2023 a Monday
Scanned, copied & submitted to
Public Record*

TABLE OF CONTENTS

PAGE

- 1-2** **Explaining the councils meaning of regular session, Community Forum and workshops.**
- 3-4** **TRUE COLORS as the City appeases The Public !!!**
- 5-8** **An example of what is coming to Clark County and Wa State !!!**
- 9-10** **Time will show voter fraud.**
- 11-17** **A glimpse into Democrat Citizens and what they think of biden.**
- 18-38** **A Story of Truth and a Call to Action.**

*ammendment - 3-6-23 mon. VCC meeting 7:45pm NOTE: Again- My 1ST
~~ammendment~~ Amendment Rights were taken as I and other
Citizens Spoke 3 minutes on "The Workshop - Animal etc."
There were No notices that the Public could speak on this
unagendized workshop Public Comments. I Spoke and
also AS the Agenda DID give 3 minutes for 1-10 agenda on
record per paper copy of 3-6-23 VCC agenda.*



Search

THIS COUNCIL MUST HAVE MONTHLY
Community Forums Now!!!

Home » City Council Home

I want to...

City Council Home

Meet Your Mayor & City
Council

Agendas & Minutes

Council Meetings

Guidelines for Community
Testimony

Proclamations and Special
Presentations

About the City Council

Boards and Commissions

City Charter

Public Notices

City Liaison

City Fact Sheets

Contact Information

City Council Meetings

View current Council meeting agenda

View the City Council meeting calendar

Watch City Council at CVTV.org

Please refer to the published agenda for each specific Council meeting for information about the structure and protocol, including opportunities for public comment, of that meeting.

All City Council workshops and meetings are broadcast (live closed captioning available) on www.cvtv.org, CVTV cable channels 23 / HD 323, and on the City's Facebook page, www.facebook.com/VancouverUS.

Council meets the first through fourth Mondays of every month, except for Monday holidays, or if there is a fifth Monday in the month.

Please see the published meeting calendar for exceptions to the schedule.

Per Vancouver City Charter (Article 1, Section 2.10) City Council must convene a Regular Meeting at least twice per month. Council meetings are open to the public and provide various opportunities for public testimony (see below).

Council meets in the second floor Council Chambers at City Hall,



[Home](#) [Site Map](#) [Employee portal](#)[Legal notices](#) [Accessibility](#) [Wi-Fi](#) [Login](#)[Select Language](#) ▼

Council Chambers

415 West 6th Street (2nd Floor)

Mayor & Council Office

415 West 6th Street (2nd Floor)

Monday through Friday,
8 am-5 pm, by appointment
only
(360) 487-8629

City Manager's Office

415 West 6th Street (2nd Floor)
(360) 487-8600

P.O. Box 1995
Vancouver, WA 98668-1995

[View Full Contact Details](#)

Upcoming Events

- City Council Meeting
03/06/2023 - 6:30pm
- Vancouver Transportation
Benefit District Meeting -
March 6, 2023
03/06/2023 - 7:00pm
- City Council Meeting
03/13/2023 - 6:30pm
- City Council Meeting
03/20/2023 - 6:30pm
- State of The City 2023
03/27/2023 - 6:00pm

Latest News

415 W. 6th St., Vancouver. Workshop will usually be held in Council Chambers at City Hall, unless otherwise noted on the agenda of a specific meeting.

Regular Session

****City Council meetings are held on the first, second, third, and fourth Mondays of a month at 6:30 p.m.**

Public testimony regarding any item on the agenda is accepted during the Regular Session. Public hearings on individual items may appear on an agenda for a Regular Session and will be advertised in advance.

Community Forum

Community Forums will be held four times per year, approximately coinciding with the last Consent Agenda meeting in each quarter of the year and at additional meetings as noticed and announced. The format of these Community Forums may vary from quarter to quarter and will be conducted in accordance with Ground Rules announced in advance of the meeting notice and/or by the Presiding Officer at the beginning of the meeting.

Workshops

Every Monday, from 4 - 6 p.m., unless otherwise noted on the agenda.

Council may choose to hold an executive session during the workshop period. Executive sessions are closed to the public.

[Go to Guidelines for Community Testimony.](#)

Location

Map data ©2023 Google





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

Absolutely Not
Transparent and
in fact mis-leading.

City Council Meeting Agenda February 13, 2023

Dinner was also served.

Not Transparent
to Citizens

VANCOUVER CITY COUNCIL PROFESSIONAL DEVELOPMENT

Public Notice | Training Materials

Time: 4:00 p.m. to 8:30 p.m.

Break: 6:00 p.m. to 6:30 p.m.

Location: Birch Room, City Hall (415 W 6th Street, Vancouver, WA)

Remote Telephonic Access: Dial 1-877-309-2073 / Access Code: 528-856-661

Remote Listening Location: Aspen Room, City Hall (415, W 6th Street, Vancouver, WA)

This remote listening option is available to anyone that would like to listen in person.

± Prove 25 miles to
Attend and was denied
the Birch Room 'party' !!!

This IS A UN agenda!

AGENDA

True Colors© Professional Development

True Colors© professional development supports public sector staff, leaders, and elected officials to gain deeper skills in commonplace misunderstandings around how people may act and/or react. The professional development goals are to increase self-awareness, improve communication skills, and elevate empathy for others.

The professional development is guided by the principles outlined in the True Colors© Program.

3

PUBLIC NOTICE

**Amended Vancouver City Council Meeting for
City Council True Colors© Professional Development**

Monday, February 13, 2022

**City Hall
Birch Room
415 W 6th Street
Vancouver, WA**

City Council Professional Development: 4:00 p.m. – 8:30 p.m.

City Council Break: 6:00 p.m. to 6:30 p.m.

Remote Telephonic Access: Dial 1-877-309-2073 / Access Code: 528-856-661

Remote Listening Location: Aspen Room, City Hall (415, W 6th Street, Vancouver, WA)

*→ This remote listening option is available to anyone that would like to listen in person. **

WAS NOT IN-PERSON - WAS in another room,

The City Council Meeting has been amended and will now be a True Colors© Professional Development. The location of the Vancouver City Council Professional Development is the Birch Room in City Hall. CVTV will not be recording or broadcasting the professional development. The full agenda for this meeting can be viewed at:

<https://vancouvercity.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=372&MinutesMeetingID=-1&doctype=Agenda>

*the Birch Room, where Citizens were told could not go to "actually" Listen in Person. **



23 protesters charged with domestic terrorism after clash with Atlanta police over 'Cop City'



JULIANNE MCSHANE AND DENNIS ROMERO

March 6, 2023, 11:46 AM

Note: I Believe this is the beginning of
Citizens Pushing back against a Tyrannical
US Government-regime as it is taking
our Police and will use them against
WE THE PEOPLE.

Clark County Police & Sheriffs must be protected
from the ~~UN-ELECTED~~ county
manager Kathleen Otto !!!

Nearly two dozen people were charged with domestic terrorism after clashing with police Sunday at a police training center under development outside of Atlanta, the Atlanta Police Department said Monday.

(5)

3/6/2023, 2:47 PM

NEWS



"They changed into black clothing, entered the construction area, and began to throw large rocks, bricks, Molotov cocktails, and fireworks at police officers," the Atlanta Police Department said of some of the protesters.

Police said the protesters of the planned 85-acre, \$90 million training facility could have caused "bodily harm." They said officers "exercised restraint and used non-lethal enforcement to conduct arrests."

Organizers and supporters said the clashes took place amid a weekend concert, the South River Music Festival.

The Atlanta Solidarity Fund, which helps bail out people arrested at demonstrations and previously claimed that police appeared "to be lashing out at anyone present at the music festival," tweeted Monday that the group is "committed to providing bail assistance and access to legal representation for everyone arrested protesting."

"We are already coordinating a network of lawyers to respond," the group tweeted.

The proposed Atlanta Public Safety Training Center — in DeKalb County, south of Atlanta — has been a target of protesters, who say they are concerned about its environmental impact given its planned location in a forest and its symbolism as one of the nation's largest law enforcement training centers.

Opponents of the training facility have organized demonstrations against it under the slogan "Stop Cop City."

The arrest and charges came after police earlier said they detained 35 people





It was unclear Monday how many, if any, of the 23 people facing the charges were part of the 35 people detained Sunday, and how police determined whom to charge.

Protesters throw bricks at the site of police training center under construction in Atlanta on March 5, 2023.
(Atlanta Police Dept. via AFP - Getty Images)

Only two of those charged are from Georgia; the rest are from other states, including Massachusetts, New York, Maine, Arizona, Tennessee and Louisiana, among others. Another two are from outside the U.S.: one is from Canada, and another is from France.

Those charged appear to range in age from 18 to over 40, according to the information released by police.

The Georgia Bureau of Investigations, an independent statewide agency, handed down the charges, according to police.





The Atlanta Police Department did not immediately respond to questions from NBC News on Monday afternoon.

More to Explore



Virgo: The Earth Sign's Major Weaknesses



Buster Murdaugh's Reaction To Dad's Sentence Catches Attention



Murdaugh Makes Chilling Admission About Wife & Son He Murdered



Glen Rogers Said He



Trump blasts Rupert Murdoch in early morning social media post: How can he say 'no election fraud'

THE HILL

Julia Mueller

March 6, 2023, 5:08 AM



Former President Trump on Monday blasted Fox Corp. chairman Rupert Murdoch in an early morning post on his Truth Social account, asking how the conservative media mogul can deny Trump's continued false claims of election fraud.

"How does Rupert Murdoch say there was no election fraud when 2000 Mules shows, on government tape, that there were millions of 'stuffed ballots,' & Elon Musk released the FBI/Twitter Files, where pollsters say that the silencing of information made a 17% difference in the Vote," Trump [asked](#).

"2000 Mules" is a film produced by conservative commentator Dinesh D'Souza that examines claims that drop boxes were stuffed with fraudulent ballots. Fact-checkers have said that the film does not show evidence of ~~fraud~~

Watch

9

widespread voter fraud and former Attorney General William Barr, who served under Trump, told the House select committee investigating the Capitol riot that he was “unimpressed” with the movie.

Trump continued in the post with attacks on the FBI and Facebook.

“Then there was, of course, FBI/Facebook, another big election integrity fraud costing millions of Votes-& this doesn’t even count all of the many other ways they cheated, or the fact that they avoided State Legislatures?”

Trump’s swing at Murdoch comes as Fox weathers a \$1.6 billion lawsuit brought by Dominion Voting Systems, which is arguing that the network defamed its voting tech by sharing Trump’s claims that the machines were used to fraudulently elect President Biden.

Murdoch admitted in a deposition that some Fox News commentators touted Trump’s false claims of a stolen election. Another court filing shows top Fox figures privately dismissed the claims even as the network aired them.

Complaints were filed last week with the Federal Election Commission over a revelation from the Dominion suit indicating that Murdoch shared unaired campaign advertisements and debate strategy from Biden’s 2020 campaign with Jared Kushner, Trump’s son-in-law and then-senior adviser.

Biden reelection bid faces resistance from some Democrats

AP

STEVE PEOPLES

March 6, 2023, 5:56 AM

Biden Will Be
Proven A
Criminal
and enemy of
The U. S. A,



1 / 5

Election 2024 Biden

Republican New Hampshire Gov. Chris Sununu smiles while sipping a cup of coffee during an interview with the Associated Press, Thursday, March 2, 2023, in Laconia, N.H. Sununu, called the primary calendar shift “a



3/6/2023, 2:59 PM



LACONIA, N.H. (AP) — Steve Shurtleff was at Joe Biden's side in 2019 when he filed papers in the New Hampshire State House to run for president.

He repeatedly trekked across the state with Biden to court primary voters. And when Biden ultimately won the presidency, it was Shurtleff, then the Democratic state House speaker, who proudly sealed the envelope that carried New Hampshire's four electoral votes — including his own name — to the U.S. Senate.

But on the eve of a new election season, Shurtleff, like a majority of Democrats across the country, feels that one term is enough.

"In my heart of hearts, no," Shurtleff said when asked if he wants Biden to run again. "I think a lot of people just don't want to say it."

Democrats across New Hampshire are upset with the Democratic president for trying to end the state's status as home to the first-in-the-nation presidential primary. But their concerns about Biden run much deeper, in line with a majority of Democratic voters nationwide, who question the 80-year-old president's plans to soon launch his reelection campaign.

Just 37% of Democrats nationwide want the president to seek a second term, according to a poll released last month by The Associated Press-NORC Center for Public Affairs Research. That was down from 52% in the weeks before last year's midterm elections.

Many worry about Biden's age. Others, like Shurtleff, are upset about the administration's messy withdrawal from Afghanistan. And the party's progressive wing has never been enthusiastic about Biden, who is perceived as a moderate,



exaggerated narrative that he has repeatedly proven wrong.

"We're aware pundits' attitude toward President Biden is unchanged from before he earned the nomination faster than anyone since 2004, won the most votes in American history, built the strongest legislative record in generations and led the best midterm outcome for a new Democratic president in 60 years," Biden spokesman Andrew Bates said. "Based on comparing the accuracy of our predictions versus theirs, we are happy for this dynamic to continue."

Still, there's a risk of a disconnect between rank-and-file Democrats and the party's establishment. While voters are signaling unease about the prospect of another Biden campaign, Democratic governors, senators and congressional representatives are virtually unanimous in supporting Biden's reelection.

One exception may be New Hampshire, a small swing state whose electoral votes could be critical in a tight general election. The state has challenged Biden before.

Voters here served Biden an embarrassing fifth-place finish in the 2020 Democratic primary. New Hampshire polls were still open when he decamped to South Carolina, where his presidential ambitions were revived by a decisive win. That state is now Biden's pick to lead the 2024 presidential primary calendar.

Interviews with angry New Hampshire Democrats across state government and local Democratic committees suggest there is some appetite for a serious primary challenger in 2024. But top-tier prospects don't seem to be interested.

So far, only Democratic activist and author Marianne Williamson has entered the 2024 primary field. Robert F. Kennedy Jr., the son of the late New York senator and



But the likes of Vermont Sen. Bernie Sanders, Biden's fiercest primary challenger in 2020, has vowed to back the president in 2024. So has Illinois Gov. J.B. Pritzker, whose appearance at last year's New Hampshire's Democratic convention still comes up in conversation. California Rep. Ro Khanna, a progressive favorite, has also said he would not challenge Biden, although he has been a vocal advocate for New Hampshire's place atop the primary calendar.

In an interview, Khanna said it was "political malpractice" for the Democratic National Committee, under Biden's direction, to threaten New Hampshire's status.

"New Hampshire is a state where retail politics still matter and where voters have an independence that can't be controlled by the party establishment in DC," Khanna said. The primary shakeup "could cost us four electoral votes and hurt our chances to win in the 2024 election."

Meanwhile, Biden's allies privately believe the primary dispute will be long forgotten by the time voters cast ballots in November 2024, especially with former President Donald Trump or one of his Republican acolytes on the ballot.

Biden supporters also note that some of the nation's most popular two-term presidents confronted opposition from within their own parties ahead of their reelection.

President Ronald Reagan faced grumbling from dissatisfied Republicans leading up to the 1984 contest, which turned out to be the most lopsided general election victory in U.S. history. Democrats openly encouraged a primary challenge against President Bill Clinton after the disastrous 1994 midterms. He went on to a commanding reelection win in 1996. And President Barack Obama's campaign



"We had a lot of work to do, but the fundamentals were there," said Stephanie Cutter, who helped managed Obama's 2012 reelection.

Obama's outlook changed as his team worked to remind voters what they liked best about him compared to a Republican opponent.

"Elections are about two people," Cutter said. "Once Republicans start hitting the campaign trail and that craziness begins, the contrast between that crazy train and Joe Biden's steady leadership and even hand fixing some of the nation's biggest problems become clear as day."

Biden has presided over significant accomplishments that could boost a reelection campaign.

He signed into law a sweeping pandemic relief bill, a massive infrastructure package, the first new federal gun safety law in decades and a comprehensive health and environmental plan that allowed Medicare to lower prescription drug prices and dedicated billions of dollars to combating climate change. Job growth and unemployment have also improved during his administration.

But he is grappling with acute challenges related to inflation, illegal immigration, crime and foreign affairs.

North Carolina Gov. Roy Cooper, a Democrat, attributed Biden's political challenges to Democratic leaders who haven't done enough to promote his accomplishments.

"The real disconnect right now is communication," Cooper said in an interview.

"President Biden has accomplished in two years what many presidents would only



"Democrats came together once before in 2020 to ask him to do a job, and he accomplished it — he beat President Trump," Cooper added. "And now he's gonna do it again."

Despite such optimism, Democrats across New Hampshire believe it will be difficult for Biden to match his 2020 victory of 7 percentage points in the state in 2024. Former Gov. John Lynch, a Democrat, declined to say whether he wanted Biden to seek reelection when asked directly.

Biden's push to change the primary calendar, Lynch said, has created such anti-Biden furor that it puts New Hampshire's four electoral votes at risk in the 2024 general election. He was quick to note that four electoral votes would have tipped the 2000 presidential election in Al Gore's favor.

"It could cost Democrats the presidency," Lynch said. "Republicans won't let voters forget. They'll hammer the Democrats on this."

Indeed, New Hampshire's current governor, Republican Chris Sununu, called the primary calendar shift "a horrible miscalculation" for Biden that exposes him to a legitimate primary challenge.

"He's made it harder to win in November '24 — if he's the nominee," Sununu said in an interview. "But because of what he did here, he very well may not be the nominee."

The Democratic concerns were easy to see inside the monthly meeting of Laconia Democrats on the shores of Lake Winnepesaukee late last week, where just a half-



Lois Kessin, a 73-year-old Laconia resident, has been volunteering for Biden in New Hampshire since Obama first tapped him as his running mate. She has a picture of herself and Biden hanging in her hallway.

"I am very happy with Joe Biden," she said, acknowledging that some Democrats are worried about his age — a concern she said was offensive. "Perhaps there's somebody as brilliant as he and as compassionate and as knowledgeable out there. But until that person shows up, I'm happy with Joe Biden."

The Laconia committee chairman, 43-year-old Eric Hoffman, was less enthusiastic.

"The party kind of lined up because he was the nominee, but he obviously wasn't our first four choices," Hoffman said, referring to Biden's finish in the 2020 primary. "People would prefer to see a change."

But like many Democrats, he said he would vote for Biden in the 2024 general election to ensure Republicans don't retake the White House.

Just don't expect him to be excited about it.

"I wasn't a big fan of his, but I've been pretty impressed with his abilities and the things he's gotten accomplished," Hoffman said. "So, it's not the worst thing in the world."

From: raj@defendourunion.org,

To: we4the4people@aol.com,

Subject: One of our volunteer leaders was discouraged and dismayed (DOJ, Ex0sions, Derailment, Biden hands over to WHO and worse)

Date: Mon, Mar 6, 2023 2:51 pm

Can't read or see images? [View this email in a browser](#)

I will call her Daisy (to protect the innocent)... Daisy is one of our most capable and resilient volunteers, a leader in her own right and manages one of Defend's volunteer projects. And I heard the dismay in her voice - her discovery of an almost unending depth of corruption in our leaders + the covert weaponization of government against Americans and now - !!!

What to do? Can we even win?
What came up next will surprise you... Daisy and I reflected on what must it have been like for Shadrach, Meshach, and Abednego -Three men stuck in a culture hostile to their beliefs. (If this is new to you, [click here for the backstory](#)).



These three men were also, like Daisy and many of you, committed to doing the right thing. They weren't willing to give up. They felt that their cause was a righteous cause and for trying to do the right thing - literally standing up and refusing to comply - these three men were sentenced to be executed by being thrown alive into a fiery furnace!! I was not there, but if I was, I would have been hoping that God would have delivered me from a guilty verdict during the sentencing. But that did not happen for these three! I would have then prayed and hoped that God would somehow prevent me from being tied up in ropes and save me from being thrown into the fire. After all, I was standing up for Godly values! Would not God be faithful on my behalf? But that also did not happen! I would have been dismayed, disappointed, dejected and would be second guessing if I had done the right thing. Now, it seemed like all is lost, and that evil was winning. Would I have given up and

18

crumbled? I don't know. I might have been thinking that all my work, trying to do the right thing seemed to have been for nothing! So there they were, three men tied up and dragged to the furnace. As they were being thrown into the fire, they may have cried in defeat.

BUT, it was at that moment, when by all counts, by all reckoning, by all the facts that it was certain that was all was lost that something completely unexpected happened... Instead of some kind of rescue mission, God himself joined the three men in the fire and against all odds, these four overcame the fire!



The very thing designed to crush them was, at the last minute, rendered ineffective.

So, my friends, I know that you may be in all kinds of emotional and mental states as you see the unending ramping up of bullying and manipulation by our own government against its very own citizens.

And I am encouraging you to draw strength from the story of these three men who have walked in our path many years ago. And I encourage you to, like them, perseverance and to not give up, do not take your hand off the plow (click for what Jesus said about persisting 😊). Or in our modern age - don't take your foot off the gas pedal! Keep driving forward!

And I am encouraging you to draw strength from the story of these three men who have walked in our path many years ago. And I encourage you to, like them, persevere and to not give up, do not take your hand off the

It may not be in the time of our choosing, but if we persist, we also, like those before us, shall prevail (click for what God said about prevailing 😊).



So I am asking you to look at the following ways of persisting:

1. National
2. Local
3. Discipleship

1. National needs your efforts in your location with your national leader (member of the US Congress)

As an ordinarily individual, 3 steps to effectively persuade your elected officials by Former Green Beret, Constitutional Attorney Ivan Raiklin

Forensic way to Detect Ballot Stuffing: Training by Election Integrity Strategist Jovan Pullitzer

Use your phone and your own voice to inform and persuade your elected officials: Call One Day Program - Debbie Faris



[Click here for access to these resources](#)

2. Local needs your efforts with your local supervisor of elections, county clerks, hospital administrators, school board members, sheriff, state legislators from your district.

DOU Implementation Link: [and DMS](#)

Tired of being ignored by your officials? If you are working hard and still being ignored or dismissed, you need to re-organize your group into 5 teams.

20

These 5 teams help you convey, persuade, inform
and if needed, apply massive pressure

How to work with your local officials, sheriffs,
legislators, school administrators and pastors. And
use that work to get results.

[Click here for access to these resources](#)

3. Discipleship - if you resonate with the above 📖 , your mission is to be a
doer of what you are hearing and teach others what you are being taught.

[Click here for access to these resources](#)

If you have any questions, please contact us at
support@defendourunion.org

The Defend Team

This email was sent by raj@defendourunion.org to we4the4people@aol.com
Not interested? [Take me off your mailing list.](#) | [Manage Preference](#) | [Update profile](#)
Defend Florida | 8130 Lakewood Main St, Suite 103-310 Lakewood Ranch, FL 34202

21

Joshua 1

21st Century King James Version

1 Now after the death of Moses the servant of the Lord, it came to pass that the Lord spoke unto Joshua the son of Nun, Moses' minister, saying,

² "Moses My servant is dead. Now therefore arise, go over this Jordan, thou and all this people, unto the land which I give to them, even to the children of Israel.

³ Every place that the sole of your foot shall tread upon, that have I given unto you, as I said unto Moses.

⁴ From the wilderness and this Lebanon even unto the great river, the River Euphrates, all the land of the Hittites, and unto the great sea toward the going down of the sun, shall be your border.

⁵ There shall not any man be able to stand before thee all the days of thy life. As I was with Moses, so I will be with thee: I will not fail thee nor forsake thee.

⁶ Be strong and of a good courage, for unto this people shalt thou divide for an inheritance the land which I swore unto their fathers to give them.

⁷ Only be thou strong and very courageous, that thou mayest observe to do according to all the law, which Moses My servant commanded thee. Turn not from it to the right hand or to the left, that thou mayest prosper whithersoever thou goest.

⁸ This Book of the Law shall not depart out of thy mouth, but thou shalt meditate therein day and night, that thou mayest observe to do according to all that is written therein. For then thou shalt make thy way prosperous, and then thou shalt have good success.

⁹ Have not I commanded thee? Be strong and of a good courage; be not afraid, neither be thou dismayed, for the Lord thy God is with thee whithersoever thou goest."

¹⁰ Then Joshua commanded the officers of the people, saying,

¹¹ "Pass through the host and command the people, saying, 'Prepare you victuals, for within three days ye shall pass over this Jordan to go in to possess the land which the Lord your God giveth you to possess it.'"

¹² And to the Reubenites and to the Gadites and to half the tribe of Manasseh spoke Joshua, saying,

¹³ "Remember the word which Moses the servant of the Lord commanded you, saying, 'The Lord your God hath given you rest and hath given you this land.'

¹⁴ Your wives, your little ones, and your cattle shall remain in the land which Moses gave you on this side of the Jordan. But ye shall pass before your brethren armed, all the mighty men of valor, and help them

¹⁵ until the Lord shall have given your brethren rest, as He hath given you, and they also have possessed the land which the Lord your God giveth them. Then ye shall return unto the land of your possession and enjoy it, which Moses the Lord'S servant gave you on this side of the Jordan toward the sunrising."

¹⁶ And they answered Joshua, saying, "All that thou commandest us we will do, and whithersoever thou sendest us we will go.

¹⁷ According as we hearkened unto Moses in all things, so will we hearken unto thee; only the Lord thy God be with thee, as He was with Moses.

¹⁸ Whosoever he be that doth rebel against thy commandment and will not hearken unto thy words in all that thou commandest him, he shall be put to death. Only be strong and of a good courage."

21st Century King James Version (KJ21)

Copyright © 1994 by Deuel Enterprises, Inc.



Shadrach, Meshach, and Abednego

Shadrach, Meshach, and Abednego (Hebrew names **Hananiah, Mishael, and Azariah**) are figures from the biblical *Book of Daniel*, primarily chapter 3. In the narrative, the three Hebrew men are thrown into a fiery furnace by *Nebuchadnezzar II*, King of *Babylon* for refusing to bow to the king's image. The three are preserved from harm and the king sees four men walking in the flames, "the fourth ... like the Son of God".^[1] They are first mentioned in *Daniel 1*, where alongside *Daniel* they are brought to Babylon to study *Chaldean* language and literature with a view to them serving at the King's court, and their *Hebrew* names are replaced with *Chaldean* or *Babylonian* names.^[2]

The first six chapters of *Daniel* are stories dating from the late *Persian/early Hellenistic period*, and *Daniel's* absence from the story of the Hebrew children in the fiery furnace suggests that it may originally have been independent.^[3] It forms a pair with the story of *Daniel in the lions' den*, both making the point that the God of the Jews will deliver those who are faithful to him.^[4]

Summary

King *Nebuchadnezzar* set up a golden image in the plain of *Dura* (meaning *dwelling*) and commanded that all his officials bow before it. All who failed to do so would be thrown into a blazing furnace. Certain officials informed the king that the three Jewish youths *Hananiah, Mishael, and Azariah*, who bore the *Babylonian* names *Shadrach, Meshach, and Abednego*, and whom the king had appointed to high office in *Babylon*, were refusing to worship the golden statue. The three were brought before *Nebuchadnezzar*, where they informed the king that God would be with them. *Nebuchadnezzar* commanded that they be thrown into the fiery furnace, heated seven times hotter than normal, but when the king looked, he saw four figures walking unharmed in the flames, the fourth "like a son of God." Seeing this, *Nebuchadnezzar* brought the youths out of the flames, and the fire had not had any effect on their bodies. The hair of their heads was not singed, their cloaks were not harmed, and no smell of fire was on them. The king then promoted them to high office, decreeing that anyone, who spoke against God, should be torn limb from limb.^[5]

Shadrach, Meshach, and Abednego
Hananiah, Mishael, and Azariah



Fiery furnace (1266) by *Toros Roslin*.

Three Holy Children

Venerated in	Judaism
	Christianity
	Islam
Major shrine	Tomb of Daniel, <i>Susa</i>
Feast	16 December – Roman Catholicism
	17 December – Eastern Orthodoxy
	Tuesday after fourth Sunday of Pentecost – Armenian Apostolic Church
Attributes	Three men in the fiery furnace

Composition and structure

Book of Daniel

It is generally accepted that the Book of Daniel originated as a collection of stories among the Jewish community in Babylon and Mesopotamia in the Persian and early Hellenistic periods (5th to 3rd centuries BCE), expanded by the visions of chapters 7–12 in the Maccabean era (mid-2nd century).^[6] Modern scholarship agrees that Daniel is a legendary figure.^[7] It is possible that the name was chosen for the hero of the book because of his reputation as a wise seer in Hebrew tradition.^[8] The tales are in the voice of an anonymous narrator, except for chapter 4, which is in the form of a letter from king Nebuchadnezzar.^[9] Chapter 3 is unique in that Daniel does not appear in it.



Franz Joseph Hermann, "The Fiery Furnace; from the Book of Daniel, 3"; St. Pankratius, Wiggensbach, Germany. King Nebuchadnezzar (left) watches the three youths and the angelic figure in the furnace (right), while the king's gigantic statue towers behind them (centre).

Daniel 3

Daniel 3 forms part of a chiasmus (a poetic structure in which the main point or message of a passage is placed in the centre and framed by further repetitions on either side) within Daniel 2–7, paired with Daniel 6, the story of Daniel in the lions' den.^[10]

- A. (2:4b-49) – A dream of four kingdoms replaced by a fifth
- B. (3:1–30) – Daniel's three friends in the fiery furnace
 - C. (4:1–37) – Daniel interprets a dream for Nebuchadnezzar
 - C'. (5:1–31) – Daniel interprets the handwriting on the wall for Belshazzar
- B'. (6:1–28) – Daniel in the lions' den
- A'. (7:1–28) – A vision of four world kingdoms replaced by a fifth



Catacomb of Priscilla, Rome, late 3rd century/early 4th century.



Depicted on Moone High Cross, Ireland, 10th century

Chapters 3 and 6 contain significant differences. The story of the fiery furnace does not include Daniel, while the story of the lions' den does not include Daniel's friends; the first story takes place under Nebuchadnezzar and the second under Darius; and in the first story the disobedience to the earthly ruler takes place in public, while in the second Daniel petitions God in private. The stories thus supplement each other to make the point that the god of the Jews will deliver those who are faithful to him.^[4]

Genre and themes

The legendary nature of the story is revealed by the liberal use of hyperbole – the size of the statue, the use of every kind of music, the destruction of the executioners, and the king's rage followed by his confession of the superiority of the God of Israel. The plot is a type known in folklore as "the disgrace and rehabilitation of a minister," the plot of which involves a man in a state of prosperity who is sentenced to death or prison by the plots of his enemies but vindicated and restored to honour.^[11]

When Nebuchadnezzar confronts the defiant Jewish youths who refuse to submit to his will he asks them what god will deliver them from his hands. Their reply is the theological high point of the story: without addressing the king by his title, they tell him that the question is not whether they are willing to bow before the king's image, but whether God is present and willing to save.^[12] When the three are thrown into the furnace the king sees four men walking in the flames, the fourth like "a son of god," a divine being.



The Three Young Men in the Fiery Furnace (15th century icon of the Novgorod school).

Interpretation

Daniel's absence from the tale of Shadrach, Meshach and Abednego suggests that it may originally have been an independent story. (According to the Talmud (Sanhedrin 93a), Daniel was out of the country at the time of the incident.)

The Hebrew names of the three youths were Hananiah (חַנְיָיָה *Hānanyāh*), "Yah is gracious", Mishael (מִישָׁאֵל *Mišā'ēl*), "Who is what El is?" and Azariah (אֶזְרִיָּה *Āzaryāh*), "Yah has helped", but by the king's decree they were assigned Chaldean names, so that Hananiah became Shadrach (שְׁדַרְךָ *Šaḏraḱ*), Mishael became Meshach (מֶשַׁךְ *Mêšak*) and Azariah became Abednego (אֲבֵד־נֶגֹד *Ābêd-Nəḡō*).^[13]

The Chaldean names are related to the Hebrew ones, with the names El and Yah replaced by Babylonian theonyms: *Šaḏraḱ* may reflect *Šudur Aku* "Command of Aku (the moon god)",^[14] *Mêšak* is probably a variation of *Mi-ša-aku*, meaning "Who is as Aku is?", and *Abednego* is either "Slave of the god Nebo/Nabu" or a variation of *Abednergal*, "Slave of the god Nergal."

The word "Dura" (where the statue is erected) means simply "plain" or "fortress" and is not any specific place; the Greek historian Herodotus mentions a golden image of the god Bel in Babylon, but the gigantic size of this statue might suggest that its origins lie in folklore.^[15] The statue's dimensions (6×60 cubits) are linked intertextually with those of Ezra–Nehemiah's Second Temple (60×60 cubits), suggesting that the king's image is contrasted with the post-exilic place of worship for faithful Jews like Daniel.^[16]

Christian liturgy

The Greek Septuagint version of Daniel 3 includes the deuterocanonical Prayer of Azariah and Song of the Three Holy Children.^[17] The song is alluded to in odes seven and eight of the canon, a hymn

sung in the matins service and on other occasions in the Eastern Orthodox Church. The reading of the story of the fiery furnace, including the song, is prescribed for the vesperal Divine Liturgy celebrated by the Orthodox on Holy Saturday. The Latin canticle *Benedicite Dominum* is based on the "song of the three youths". It is used at Lauds for Sundays and feast days.

In the Eastern Orthodox Church, the feast day of the three youths, along with Daniel, is 17 December. The Orthodox also commemorate them on the two Sundays before the Nativity of Christ.

In the Armenian Apostolic Church, one of the Oriental Orthodox or ancient non-Chalcedonian churches, the feast day of the three youths, along with Daniel, is commemorated on the Tuesday after the fourth Sunday of Pentecost.^[18]

The Lutheran Church–Missouri Synod also includes Daniel and the three youths in the Calendar of Saints on 17 December.

In culture

Literature

- 1865: In Anthony Trollope's novel Miss Mackenzie, the protagonist John Ball is a director of two ironically named insurance companies, the Shadrach Fire Assurance Office and the Abednego Life Office.^[19] Literary scholar A. O. J. Cockshut called this "Another example of Trollope's fondness for jokes about names."^[20] *The Spectator* in its original unsigned review of the novel in 1865 noted "how happy is Mr. Trollope's humor in inventing names!"^[21]
- 1963: Martin Luther King Jr. references them in his "Letter from Birmingham Jail"
- 1915-1974: Bertie Wooster, a central character in many novels and short stories by British comic author P. G. Wodehouse, makes occasional reference to the three figures, having learned about them in school in the course of winning a prize for scripture knowledge.
- 1961: R. F. Delderfield wrote a novel called *Stop at a Winner* about Abednego Pascoe who survives the furnace of World War II, his two older brothers were named Shadrach and Meshach.
- 1976: Robert Silverberg wrote a novel based on this story, called *Shadrach in the Furnace*.
- 1989: *Scintillant Orange*, a story in William Vollmann's collection *The Rainbow Stories*, is an elaboration of the S, M, & A tale.

Music

- 1734, revised 1774: *Il Cantico de' tre fanciulli*, cantata by Johann Adolph Hasse (1699–1783)^[22]
- 1885: *The Three Holy Children* (<https://ehms.lib.umn.edu/the-three-holy-children/>), oratorio by C.V. Stanford
- 1930s: "Shadrack", popular song by Robert MacGimsey, performed by several singers including Louis Armstrong
- 1955–1956: *Gesang der Jünglinge*, electronic music by Karlheinz Stockhausen
- 1966: *The Burning Fiery Furnace* music drama by Benjamin Britten
- 1968: "The Fourth Man in the Fire" by Arthur "Guitar Boogie" Smith, recorded by The Statler Brothers and by Johnny Cash (1969)

- 1972: *It's Cool in the Furnace*, an album of songs written by Buryl Red and Grace Hawthorne^[23] followed by a 1973 musical still performed by churches and religious schools^[24]
- 1974: "Loose Booty", recorded by Sly and the Family Stone
- 1976: "Abendigo", recorded by The Abyssinians
- 1979: "Survival", recorded by Bob Marley and the Wailers, "...like Shadrach, Mishrach and Abednego, thrown in the fire but they never get burn..."
- 1980: "Never Get Burn", recorded by The Twinkle Brothers
- 1989: "Shadrach" by Beastie Boys
- 1999: "Never Bow Down", recorded by Third Day
- 2005: "Abendigo", cover by Sinéad O'Connor of original by The Abyssinians
- 2007: "Burn Us Up", recorded by Shane and Shane
- 2010: "A Good Name" by Shad
- 2011: *Meshach Dreams Back* by Jane Siberry
- 2012: "Into the Fire" by Foy Vance
- 2019: "Another in the Fire", recorded by Hillsong United
- 2021: "Fye Fye", recorded by Tobe Nwigwe

Film and television

- 1995: "Rack, Shack & Benny", an animated video in the *VeggieTales* franchise

See also

- The Prayer of Azariah and Song of the Three Holy Children

References

Citations

1. Seow 2003, p. 55-58.
2. Daniel 1:7 (<https://www.biblegateway.com/passage/?search=Daniel+1:7&version=nkjv>)
3. Levine 2010, p. 1233, 1239 footnote 3.1–7.
4. Seow 2003, p. 87.
5. Levine 2010, p. 1239-1241.
6. Collins 1984, p. 29, 34–35.
7. Collins 1984, p. 28.
8. Redditt 2008, p. 176–177, 180.
9. Wesselius 2002, p. 295.
10. Redditt 2008, p. 177.
11. Collins 1984, p. 55.
12. Seow 2003, p. 55-57.
13. while Daniel became Beltheshazzar (בֶּלְטֶשְׁצַר *Belteshazzar*, Daniel 1:7. "1611 King James Bible. Book of Daniel, chapter 1" (https://www.kingjamesbibleonline.org/Daniel_1_1611/). Archived (https://web.archive.org/web/20130209125218/https://www.kingjamesbibleonline.org/Daniel_1_1611/) from the original on February 9, 2013.
14. Orr, James, M.A., D.D. General Editor. "Entry for 'ERI-AKU'". "International Standard Bible Encyclopedia". 1915
15. Levine 2010, p. 1239, footnote 3.1–7.
16. Wesselius 2002, p. 303.
17. Collins 1984, p. 56.

18. "Commemoration of the Prophet Daniel, and his Companions STS. Shadrach, Meshach and Abednego" (<https://web.archive.org/web/20210624203926/https://armenianchurch.ge/en/kalendar-prazdnikov/description-2/june/commemoration-of-the-prophet-daniel-and-his-companions-sts-shadrach-meshach-and-abednego/>). Archived from the original (<https://armenianchurch.ge/en/kalendar-prazdnikov/description-2/june/commemoration-of-the-prophet-daniel-and-his-companions-sts-shadrach-meshach-and-abednego/>) on 2021-06-24. Retrieved 2021-06-21.
19. Henry, Nancy (2018). *Women, Literature and Finance in Victorian Britain: Cultures of Investment*. Cham, Switzerland: Palgrave Macmillan. p. 71. ISBN 9783319943312.
20. Trollope, Anthony (1988). Cockshut, A. O. J (ed.). *Miss Mackenzie* (<https://archive.org/details/missmackenzie00trol/page/n431/mode/2up?q=abednego>). Oxford University Press. p. 404. ISBN 978-0-19-281846-1. Retrieved 30 December 2022.
21. "Miss Mackenzie" (https://www.google.com/books/edition/The_Spectator/yqTAXCr4bIkC). *The Spectator*. 4 March 1865. p. 244. Retrieved 30 December 2022.
22. Levine, Robert. "Hasse's Il Cantico... Bongiovanni C" (<https://www.classicstoday.com/review/review-6215/>). *Classics Today*.
23. *Buryl Red And Grace Hawthorne – It's Cool In The Furnace (1972, Vinyl)* (<https://www.discogs.com/Buryl-Red-And-Grace-Hawthorne-Its-Cool-In-The-Furnace/release/1436522>), retrieved 2021-07-22
24. "It" (<https://wordchoralclub.com/shop/choral/non-seasonal/its-cool-in-the-furnace>). *Word Choral Club - EN*. Retrieved 2021-07-22.

Bibliography

- Aune, David E. (2010). "The World of Roman Hellenism" (<https://books.google.com/books?id=ygcn8h-jo4C&q=%22Early+Judaism+and+early+Christianity+were+profoundly+but+unevenly+influenced+by+Hellenistic+culture%22&pg=PA15>). In Aune, David E. (ed.). *The Blackwell Companion to The New Testament*. John Wiley & Sons. ISBN 9781444318944.
- Bandstra, Barry L. (2008). *Reading the Old Testament: An Introduction to the Hebrew Bible* (<https://books.google.com/books?id=vRY9mTUZKJcC&q=Bandstra>). Wadsworth Publishing Company. ISBN 978-0495391050.
- Boyer, Paul S. (1992). *When Time Shall Be No More: Prophecy Belief in Modern American Culture* (<https://books.google.com/books?id=FyTeW7vQ8K4C&q=When+Time+Shall+be+No+More+By+Paul+S.+Boyer>). Harvard University Press. ISBN 0-674-95129-8.
- Brettler, Mark Zvi (2005). *How To Read the Bible* (https://books.google.com/books?id=39nQafdJ_ssC&q=Brettler). Jewish Publication Society. ISBN 9780827610019.
- Cohn, Shaye J.D. (2006). *From the Maccabees to the Mishnah* (<https://books.google.com/books?id=H5hLLlrh6n8C&q=From+the+Maccabees+to+the+Mishnah>). Westminster John Knox Press. ISBN 9780664227432.
- Collins, John J. (1984). *Daniel: With an Introduction to Apocalyptic Literature* (https://books.google.com/books?id=9r_Zs7T1nCMC&q=Daniel:+with+an+introduction+to+apocalyptic+literature). Eerdmans. ISBN 9780802800206.
- Collins, John J. (1998). *The Apocalyptic Imagination: An Introduction to Jewish Apocalyptic Literature* (https://archive.org/details/apocalypticimagi0000coll_f4q8). Eerdmans. p. 103 (https://archive.org/details/apocalypticimagi0000coll_f4q8/page/103). ISBN 9780802843715. "Son of Man: The interpretation and influence of Daniel 7."
- Collins, John J. (2001). "Current Issues in the Study of Daniel" (https://books.google.com/books?id=oAVPfTe_wkYC&pg=PA2). In Collins, John J.; Flint, Peter W.; VanEpps, Cameron (eds.).

The Book of Daniel: Composition and Reception. Vol. I. BRILL. ISBN 9004116753.

- Collins, John J. (2003). "From Prophecy to Apocalypticism: The Expectation of the End" (<https://books.google.com/books?id=7UlbWioOV7sC&q=From+Prophecy+to+Apocalypticism&pg=PA64>). In McGinn, Bernard; Collins, John J.; Stein, Stephen J. (eds.). *The Continuum History of Apocalypticism*. Continuum. ISBN 9780826415202.
- Crawford, Sidnie White (2000). "Apocalyptic" (<https://books.google.com/books?id=qRtUqxB7wkC&q=Eerdmans+Dictionary+of+the+Bible+apocalyptic&pg=PA73>). In Freedman, David Noel; Myers, Allen C. (eds.). *Eerdmans Dictionary of the Bible*. Eerdmans. ISBN 9789053565032.
- Davidson, Robert (1993). "Jeremiah, Book of". In Metzger, Bruce M.; Coogan, Michael D. (eds.). *The Oxford Companion to the Bible* (https://archive.org/details/isbn_9780195046458). Oxford University Press. ISBN 9780199743919. "Jeremiah Book Of"
- Davies, Philip (2006). "Apocalyptic". In Rogerson, J. W.; Lieu, Judith M. (eds.). *The Oxford Handbook of Biblical Studies* (<https://books.google.com/books?id=eKZYMifS1fAC&q=Daniel>). Oxford Handbooks Online. ISBN 9780199254255.
- DeChant, Dell (2009). "Apocalyptic Communities" (https://books.google.com/books?id=34vGv_HDGG8C&q=influence+book+daniel+adventist&pg=PA237). In Neusner, Jacob (ed.). *World Religions in America: An Introduction*. Westminster John Knox Press. ISBN 9781611640472.
- Dunn, James D.G. (2002). "The Danilic Son of Man in the New Testament" (<https://books.google.com/books?id=kvtbNQtmQeUC&q=The+Danielic+Son+of+Man+in+the+New+Testament&pg=PA545>). In Collins, John J.; Flint, Peter W.; VanEpps, Cameron (eds.). *The Book of Daniel: Composition and Reception*. BRILL. ISBN 0391041282.
- Froom, Le Roy Edwin (1950). *Early Church Exposition, Subsequent Deflections, and Medieval Revival* (https://web.archive.org/web/20120614100021/http://www.adventistarchives.org/doc_info.asp?DocID=42770). The Prophetic Faith of our Fathers: The Historical Development of Prophetic Interpretation. Vol. 1. The Review and Herald Publishing Association. p. 1006. Archived from the original (http://www.adventistarchives.org/doc_info.asp?DocID=42770) on 2012-06-14. Retrieved 2015-06-13.
- Froom, Le Roy Edwin (1948). *Pre-Reformation and Reformation Restoration, and Second Departure* (https://web.archive.org/web/20120614095959/http://www.adventistarchives.org/doc_info.asp?DocID=43134). The Prophetic Faith of our Fathers: The Historical Development of Prophetic Interpretation. Vol. 2. The Review and Herald Publishing Association. p. 863. Archived from the original (http://www.adventistarchives.org/doc_info.asp?DocID=43134) on 2012-06-14. Retrieved 2015-06-13.
- Froom, Le Roy Edwin (1946). *PART I, Colonial and Early National American Exposition. PART II, Old World Nineteenth Century Advent Awakening* (https://web.archive.org/web/20120614095944/http://www.adventistarchives.org/doc_info.asp?DocID=42257). The Prophetic Faith of our Fathers: The Historical Development of Prophetic Interpretation. Vol. 3. The Review and Herald Publishing Association. p. 802. Archived from the original (http://www.adventistarchives.org/doc_info.asp?DocID=42257) on 2012-06-14. Retrieved 2015-06-13.
- Gallagher, Eugene V. (2011). "Millennialism, Scripture, and Tradition" (<https://books.google.com/books?id=58bNBYPnGg0C&q=Millennialism%2C+scripture%2C+and+tradition&pg=PA133>). In Wessinger, Catherine (ed.). *The Oxford Handbook of Millennialism*. Oxford University Press. ISBN 9780195301052.
- Goldingay, John J. (2002). "Daniel in the Context of OT Theology" (<https://books.google.com/books?id=kvtbNQtmQeUC&q=%22chapters+2+and+7+form+a+pair%22&pg=PA642>). In Collins, John J.; Flint, Peter W.; VanEpps, Cameron (eds.). *The Book of Daniel: Composition and Reception*. Vol. II. BRILL. ISBN 0391041282.
- Grabbe, Lester L. (2010). *An Introduction to Second Temple Judaism: History and Religion of the Jews in the Time of Nehemiah, the Maccabees, Hillel, and Jesus* (<https://books.google.com/>)

books?id=i89-9fdNUcAC&q=Grabbe). Continuum. ISBN 9780567552488.

- Grabbe, Lester L. (2002). *Judaic Religion in the Second Temple Period: Belief and Practice from the Exile to Yavneh* (<https://books.google.com/books?id=ES2oy3IHBx0C&q=Daniel+1&pg=PA282>). Routledge. ISBN 9780203461013.
- Grabbe, Lester L. (2002). "A Dan(iel) For All Seasons" (https://books.google.com/books?id=oAVPfTe_wkYC&pg=PA2). In Collins, John J.; Flint, Peter W.; VanEpps, Cameron (eds.). *The Book of Daniel: Composition and Reception*. BRILL. ISBN 9004116753.
- Hammer, Raymond (1976). *The Book of Daniel* (<https://books.google.com/books?id=w0VmxEM472EC&q=Hammer,+The+Book+of+Daniel>). Cambridge University Press. ISBN 9780521097659.
- Harrington, Daniel J. (1999). *Invitation to the Apocrypha* (<https://books.google.com/books?id=L6zJG-9BZMQC&q=Harrington>). Eerdmans. ISBN 9780802846334.
- Hebbard, Aaron B. (2009). *Reading Daniel as a Text in Theological Hermeneutics* (<https://books.google.com/books?id=vk9MAwAAQBAJ&q=%22chapter+7+is+a+pivotal+point+in+the+entire+narrative%22&pg=PA23>). Wipf and Stock Publishers. ISBN 9781606089910.
- Hill, Andrew E. (2009). "Daniel-Malachi" (https://books.google.com/books?id=_VWQIEQGW-oC&q=%22literary+unity+of+this+chapter+has+for+several+reasons+been+disputed%22&pg=PT92). In Longman, Tremper; Garland, David E. (eds.). *The Expositor's Bible Commentary*. Vol. 8. Zondervan. ISBN 9780310590545.
- Hill, Charles E. (2000). "Antichrist" (<https://books.google.com/books?id=qRtUqxkB7wkC&q=Eerdmans+Dictionary+of+the+Bible+antichrist&pg=PA67>). In Freedman, David Noel; Myers, Allen C. (eds.). *Eerdmans Dictionary of the Bible*. Eerdmans. ISBN 9789053565032.
- Holbrook, Frank B. (1986). *The Seventy Weeks, Leviticus, and the Nature of Prophecy* (Volume 3 of Daniel and Revelation Committee Series ed.). Biblical Research Institute, General Conference of Seventh-day Adventists. ISBN 0925675024.
- Horsley, Richard A. (2007). *Scribes, Visionaries, and the Politics of Second Temple Judea* (<https://books.google.com/books?id=ukojCH-hlVYC&q=Scribes%2C+Visionaries%2C+and+the+Politics+of+Second+Temple+Judea>). Presbyterian Publishing Corp. ISBN 9780664229917.
- Knibb, Michael (2009). *Essays on the Book of Enoch and Other Early Jewish Texts and Traditions* (<https://books.google.com/books?id=NC6iAkcBe4lC&q=The+Exile+in+the+literature+of+the+intertestamental+period&pg=PA191>). BRILL. ISBN 978-9004167254.
- Knibb, Michael (2002). "The Book of Daniel in its Context" (https://books.google.com/books?id=oAVPfTe_wkYC&pg=PA2). In Collins, John J.; Flint, Peter W.; VanEpps, Cameron (eds.). *The Book of Daniel: Composition and Reception*. BRILL. ISBN 9004116753.
- Koch, Klaus (2002). "Stages in the Canonization of the Book of daniel" (<https://books.google.com/books?id=kvtbNQtmqEUC&q=Stages+in+the+canonization+of+the+book+of+daniel&pg=PA421>). In Collins, John J.; Flint, Peter W.; VanEpps, Cameron (eds.). *The Book of Daniel: Composition and Reception*. BRILL. ISBN 0391041282.
- Kratz, Reinhard (2002). "The Visions of Daniel" (https://books.google.com/books?id=oAVPfTe_wkYC&pg=PA2). In Collins, John J.; Flint, Peter W.; VanEpps, Cameron (eds.). *The Book of Daniel: Composition and Reception*. BRILL. ISBN 9004116753.
- Levine, Amy-Jill (2010). "Daniel" (<https://books.google.com/books?id=jTYdAgAAQBAJ&q=%22The+history+recorded+in+the+visions+suggests+that+they+were+composed+sometime+before+164+BCE%22&pg=PA1247>). In Coogan, Michael D.; Brettler, Marc Z.; Newsom, Carol A. (eds.). *The new Oxford annotated Bible with the Apocryphal/Deuterocanonical books : New Revised Standard Version*. Oxford University Press. ISBN 9780199370504.
- Lucas, Ernest C. (2005). "Daniel, Book of". In Vanhoozer, Kevin J.; Bartholomew, Craig G.; Treier, Daniel J. (eds.). *Dictionary for Theological Interpretation of the Bible* (<https://books.google.com/books?id=jTYdAgAAQBAJ&q=%22The+history+recorded+in+the+visions+suggests+that+they+were+composed+sometime+before+164+BCE%22&pg=PA1247>)

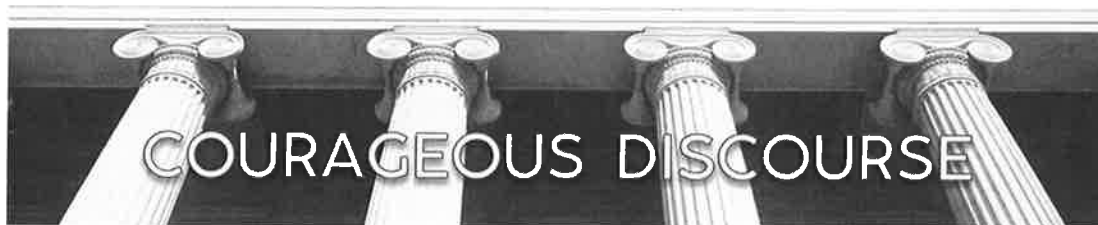
e.com/books?id=I8UWJohMGUIC&q=Dictionary+for+Theological+Interpretation+of+the+Bible). Baker Academic. ISBN 9780801026942.

- Mangano, Mark (2001). *Esther & Daniel* (<https://books.google.com/books?id=leWMKZs05uoC&q=Prinsloo+outline+chapter+2&pg=PA179>). College Press. ISBN 9780899008851.
- Matthews, Victor H.; Moyer, James C. (2012). *The Old Testament: Text and Context* (https://books.google.com/books?id=rU_dAldCk6gC&q=The+Old+Testament%3A+Text+and+Context). Baker Books. ISBN 9780801048357.
- Nelson, William B. (2000). "Daniel" (<https://books.google.com/books?id=qRtUqxB7wkC&q=%22The+book+was+written+to+encourage+Jews+who+were+being+persecuted%22&pg=PA311>). In Freedman, David Noel; Myers, Allen C. (eds.). *Eerdmans Dictionary of the Bible*. Eerdmans. ISBN 9789053565032.
- Nelson, William B. (2013). *Daniel* (<https://books.google.com/books?id=Ijx0x-h1ULsC&q=seventy+weeks>). Baker Books. ISBN 9781441240064.
- Newsom, Carol A.; Breed, Brennan W. (2014). *Daniel: A Commentary* (<https://books.google.com/books?id=XZK7BwAAQBAJ&q=%22the+rock%22%22evokes+the+imagery+of+Zion%22&pg=PA77>). Presbyterian Publishing Corp. ISBN 9780664220808.
- Nichol, F., ed. (1954). "chronology chart". *SDA Bible Commentary*. pp. 326–327.
- Niskanen, Paul (2004). *The Human and the Divine in History: Herodotus and the Book of Daniel* (<https://books.google.com/books?id=G0YFSrCIQOkC&q=Herodotus+and+the+Book+of+Daniel>). Continuum. ISBN 9780567082138.
- Pasachoff, Naomi E.; Littman, Robert J. (2005). *A Concise History of the Jewish People* (<https://books.google.com/books?id=z4eaj09hscAC&q=Babylonian+Exile+lasted+only+about+fifty+years&pg=PA45>). Rowman & Littlefield. ISBN 9780742543669.
- Portier-Young, Anthea E. (2013). *Apocalypse Against Empire: Theologies of Resistance in Early Judaism* (<https://books.google.com/books?id=4DQ0AgAAQBAJ&q=Apocalypse+Against+Empire%3A+Theologies+of+Resistance+in+Early+Judaism>). Eerdmans. ISBN 9780802837110.
- Provan, Iain (2003). "Daniel" (<https://books.google.com/books?id=2Vo-11umlZQC&q=Eerdmans+Commentary+on+the+Bible+Daniel&pg=PA665>). In Dunn, James D. G.; Rogerson, John William (eds.). *Eerdmans Commentary on the Bible*. Eerdmans. ISBN 9780802837110.
- Redditt, Paul L. (2008). *Introduction to the Prophets* (https://books.google.com/books?id=bKM_VJt9e3kC&q=Redditt+Daniel&pg=PA188). Eerdmans. ISBN 9780802828965.
- Reid, Stephen Breck (2000). "Daniel, Book of". In Freedman, David Noel; Myers, Allen C. (eds.). *Eerdmans Dictionary of the Bible* (<https://books.google.com/books?id=qRtUqxB7wkC&q=Eerdmans+Dictionary+of+the+Bible>). Eerdmans. ISBN 9789053565032.
- Rowland, Christopher (2007). "Apocalyptic Literature" (<https://books.google.com/books?id=bKG12u11z2AC&q=handbook+eschatology+Daniel&pg=PA344>). In Hass, Andrew; Jasper, David; Jay, Elisabeth (eds.). *The Oxford Handbook of English Literature and Theology*. Oxford University Press. ISBN 9780199271979.
- Ryken, Leland; Wilhoit, Jim; Longman, Tremper (1998). *Dictionary of Biblical Imagery* (<https://books.google.com/books?id=qjEYEjVVEosC&q=Dictionary+of+Biblical+Imagery+Daniel+book+of>). InterVarsity Press. ISBN 9780830867332.
- Sacchi, Paolo (2004). *The History of the Second Temple Period* (<https://books.google.com/books?id=yGNyKdnpMa0C&q=history+second+temple>). Continuum. ISBN 9780567044501.
- Schwartz, Daniel R. (1992). *Studies in the Jewish Background of Christianity* (<https://books.google.com/books?id=rd5OB4PtICUC&q=resurrection&pg=PA110>). Mohr Siebeck. ISBN 9783161457982.
- Seow, C.L. (2003). *Daniel* (<https://books.google.com/books?id=nuLapFR3AX4C&q=Seow+Daniel>

el). Westminster John Knox Press. ISBN 9780664256753.

- Schiffman, Lawrence H. (1991). *From Text to Tradition: A History of Second Temple and Rabbinic Judaism* (<https://books.google.com/books?id=3kWYHyBb4C8C&q=From+Text+to+Tradition%3A+A+History+of+Second+Temple+and+Rabbinic+Judaisms>). KTAV Publishing House. ISBN 9780881253726.
- Spencer, Richard A. (2002). "Additions to Daniel" (<https://books.google.com/books?id=doqYxT-1RzEC&pg=PA89>). In Mills, Watson E.; Wilson, Richard F. (eds.). *The Deuterocanonals/Apocrypha*. Mercer University Press. ISBN 9780865545106.
- Towner, W. Sibley (1993). "Daniel" (<https://books.google.com/books?id=Y2KGVuym5OUC&q=%22why+the+text+of+Daniel+switches+so+suddenly%22&pg=PA150>). In Coogan, Michael D.; Metzger, Bruce M. (eds.). *The Oxford Companion to the Bible*. Oxford University Press. ISBN 9780199743919.
- Towner, W. Sibley (1984). *Daniel* (<https://books.google.com/books?id=F8EEY610xeAC&q=Towner+Daniel>). Westminster John Knox Press. ISBN 9780664237561.
- VanderKam, James C. (2010). *The Dead Sea Scrolls Today* (<https://books.google.com/books?id=i2i5haDHAygC&q=Daniel>). Eerdmans. ISBN 9780802864352.
- VanderKam, James C.; Flint, Peter (2013). *The meaning of the Dead Sea scrolls: their significance for understanding the Bible, Judaism, Jesus, and Christianity* (<https://books.google.com/books?id=kT0PAAAAQBAJ&q=The+meaning+of+the+Dead+Sea+scrolls%3A+their+significance+for+understanding+the+Bible%2C+Judaism%2C+Jesus%2C+and+Christianity+Most+scholars+agree+that+the+book+of+Daniel&pg=PT146>). HarperCollins. ISBN 9780062243300.
- Weber, Timothy P. (2007). "Millennialism". In Walls, Jerry L. (ed.). *The Oxford Handbook of Eschatology* (<https://books.google.com/books?id=N1XYXMTe1jYC>). Oxford University Press. ISBN 9780199742486.
- Wesselius, Jan-Wim (2002). "The Writing of Daniel". In Collins, John J.; Flint, Peter W.; VanEpps, Cameron (eds.). *The Book of Daniel: Composition and Reception* (<https://books.google.com/books?id=kvbtNQtMqEUC&q=The+Book+of+Daniel:+Composition+and+Reception+2>). BRILL. ISBN 0391041282.
- White, Ellen (2014). *Yahweh's Council: Its Structure and Membership* (<https://books.google.com/books?id=vcDZgo2A9u4C&q=%22there+are+several+points+of+divergence+from+the+previous+material%22&pg=PA100>). Mohr Siebeck. ISBN 9783161532931.

Retrieved from "https://en.wikipedia.org/w/index.php?title=Shadrach,_Meshach,_and_Abednego&oldid=1142966327"

From: petermcculloughmd@substack.com,**To:** we4the4people@aol.com,**Subject:** COVID-19 Vaccines Remain Pregnancy Category X**Date:** Thu, Mar 2, 2023 6:06 am[Open in app or online](#)

COVID-19 Vaccines Remain Pregnancy Category X

Products Should Never Have Been Administered in Pregnant Women and Those of Childbearing Age

PETER A. MCCULLOUGH, MD, MPH™

MAR 2

[SAVE](#)[▶ LISTEN](#)

By Peter A. McCullough, MD, MPH

All drugs have a pregnancy category designation giving mothers and doctors guidance on what is known and how safe products are during pregnancy.

Also - STOP using HAIR
STRAIGHTENER - it causes
cancer!

34

Courageous Discourse™ with Dr. Peter McCullough & John Leake is a reader-supported publication. To receive new posts and support my work, consider becoming a free or paid subscriber.

Upgrade to paid

- **Category A:** The possibility of fetal harm appears remote. Extremely few drugs exist in this category (e.g., multiple vitamins).
- **Category B:** If there is a clinical need for a drug in this category, they are considered safe to use. Examples: acetaminophen, amoxicillin.
- **Category C:** **These drugs should be given only if the potential benefit justifies the potential risk to the fetus.** Examples: fluoroquinolones, gentamicin, saccharin, aspirin.
- **Category D:** **There is positive evidence of human fetal risk, but the benefits from use in pregnant women may be acceptable despite the risk.** They should only be used in pregnancy when the alternatives are worse. Examples: tetracyclines, ACE inhibitors, and most antineoplastics.
- **Category X:** **The risk of use of the drug in pregnant women clearly outweighs any possible benefit. The drug is contraindicated in women who are or may become pregnant.** Examples: thalidomide, oral contraceptives, statins, all COVID-19 vaccines.

I published an article in 2021 with Dr. Raphael Stricker, who advises one of the largest fetal loss centers in the country, warning women that the COVID-19 vaccine should be considered pregnancy category X. This designation should have been assigned by the vaccine manufacturers and agreed to by the FDA and properly placed on all vaccine program documents since pregnancy and childbearing age without contraception were exclusions from the EUA registration trials.

Shockingly, in the very first week of mass vaccination in December of 2020, news reels depicted well-intentioned pregnant mothers getting injected with synthetic lipid

35

nanoparticles laced with long-lasting mRNA coding for the Wuhan Institute of Virology Spike protein. How could this be happening with no mutagenicity or teratogenicity studies? How could good clinical practice by doctors be abandoned?

Pregnant mothers and vaccine center workers didn't seem to care. There were no assurances of gestational, peripartum, or long-term safety. Would the baby be affected by this brand-new technology? The regulatory agencies and medical colleges appeared to be in a tranced oblivion.

There are more than a dozen papers that extoll the virtues of mass vaccination and quickly conclude that COVID-19 vaccines are "safe" in pregnancy. Each paper has critical flaws including: 1) not randomized, 2) no comparator group, 3) limited time window and not entire term with continued follow-up, 4) incomplete capture of clinical events, 5) conflict of interest with American College of Obstetrics and Gynecology (ACOG) who received and undisclosed sum of money from the White House HHS COVID-19 Community Core Fund to promote vaccination.

In drug safety research, even if it is only one abstract, manuscript, or monograph that raises a serious safety concern, it should be pursued over those which failed to find the signal. Thorp and colleagues used CDC VAERS and compared COVID-19 vaccines to influenza vaccines and found in US cases, a 27-fold higher risk of miscarriage and more than a twofold increased risk across six categories of adverse fetal outcomes. Because the mRNA is now known to circulate for a 28 days or more and the Spike protein causes clotting, bleeding, and is known to damage tissues, my conservative conclusion is that COVID-19 vaccination remains pregnancy category X—contraindicated.

Preprints (www.preprints.org) | NOT PEER-REVIEWED | Posted: 20 September 2022

doi:10.20944/preprints202209.0430.v1

Article

COVID-19 Vaccines: The Impact on Pregnancy Outcomes and Menstrual Function

James A. Thorp^{1*}, Claire Rogers², Michael P. Deskevich³, Stewart Tankersley⁴, Albert Benavides⁵, Megan D. Redshaw⁶ and Peter A. McCullough⁷

¹ Maternal Fetal Medicine, Independent Researcher, Gulf Breeze, FL

² Truth for Health Foundation, Rome, GA

³ Independent Researcher, Boulder, CO

⁴ Concerned Doctors, Montgomery, AL

⁵ Verity Medical Foundation, San Jose, CA

⁶ Independent Researcher, Palmyra, MO
⁷ Truth for Health Foundation, Dallas, TX
^{*}Corresponding author: jathorq@bellsouth.net

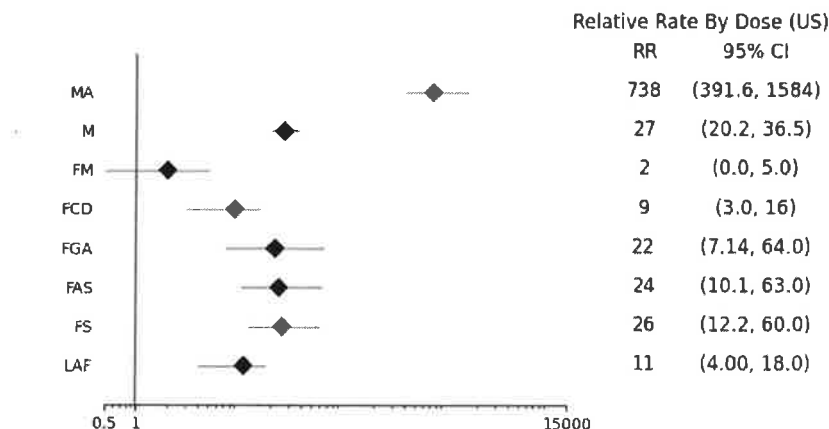


Figure 2. US relative rates of AE reports after COVID-19 vaccination versus those after Influenza vaccination by dose given. A value greater than 1 implies that the AE is reported more frequently after the COVID-19 vaccines than after the Influenza vaccines. Note the log scale spanning multiple orders of magnitude, indicating a large effect across many different AE - all substantially greater than 1. MA=menstrual abnormality; M=miscarriage (spontaneous abortion); FM=fetal malformation; FCD=fetal cardiac disease; FGA=fetal growth abnormality; FAS=fetal abnormal surveillance; LAF=low amniotic fluid volume; FD=fetal death.

Thorp, J.A.; Rogers, C.; Deskevich, M.P.; Tankersley, S.; Benavides, A.; Redshaw, M.D.; McCullough, P.A. COVID-19 Vaccines: The Impact on Pregnancy Outcomes and Menstrual Function. Preprints 2022, 2022090430. <https://doi.org/10.20944/preprints202209.0430.v1>.

If you find “Courageous Discourse” enjoyable and useful to your endeavors, please subscribe as a paying or founder member to support our efforts in helping you engage in these discussions with family, friends, and your extended circles.

Why COVID-19 Vaccines are Pregnancy Category X by Dr. Peter McCullough | Nov 28, 2022 | Health, Politics

Drugs in Pregnancy and Lactation, 8th Ed. Briggs GG, Freeman RK, Yaffe SJ Editors. Wolters Kluwer Health. Philadelphia, 2008.

McCullough PA. Lack of Compelling Safety data for mRNA COVID Vaccines in Pregnant Women

McCullough PA. mRNA Circulates at Least 28 Days after Injection Finding Cohesive

37

with Serious Adverse Effects in First Month after COVID-19 Vaccination

Thorp, J.A.; Rogers, C.; Deskevich, M.P.; Tankersley, S.; Benavides, A.; Redshaw, M.D.; McCullough, P.A. COVID-19 Vaccines: The Impact on Pregnancy Outcomes and Menstrual Function. Preprints 2022, 2022090430. <https://doi.org/10.20944/preprints202209.0430.v1>.

Courageous Discourse™ with Dr. Peter McCullough & John Leake is a reader-supported publication. To receive new posts and support my work, consider becoming a free or paid subscriber.

Upgrade to paid

You're currently a free subscriber to **Courageous Discourse™ with Dr. Peter McCullough & John Leake**. For the full experience, upgrade your subscription.

Upgrade to paid



LIKE



COMMENT



SHARE

Read Courageous Discourse™ with Dr. Peter McCullough & John Leake in the app

Listen to posts, join subscriber chats, and never miss an update from Peter A. McCullough, MD, MPH™.



Download on the
App Store



GET IT ON
Google Play



Fourth Plain for All

Shannon Williams, Senior Planner, City of Vancouver

Monica Santos-Pinacho, PointNorth

Vancouver City Council Workshop

April 10, 2023



Fourth
Plain
For All

Investing in Our Future

Agenda

Fourth
Plain
For All
Investing in Our Future

- Project Background
- Project Goals
- Community Engagement Approach
- Investment Strategy Committee
- Project Timeline
- Next Steps

Project Background

Fourth
Plain
For All
Investing in Our Future

- The City of Vancouver received American Rescue Plan Act (ARPA) funding in 2021
- City Council dedicated 75% of this funding to the Fourth Plain area, approximately \$25M
- Long-term investment strategy to include ARPA-funded projects and projects for the next 10 years
- Investments may include **affordable housing, anti-displacement programs, transportation, parks, economic development, and social support services**



Funding & Limitations

Fourth
Plain
For All
Investing in Our Future

- Total amount: ~\$25 million
- Must be obligated by end of 2024 & spent by end of 2026
- Funds can be spent on a wide variety of investments.

Key considerations:

- There must be a negative public health or economic impact resulting from or made worse by COVID; and
- The use of funds must be reasonably used to address the impact



Investment Area

Fourth Plain For All

Investing in Our Future



Investment Area

Fourth
Plain
For All

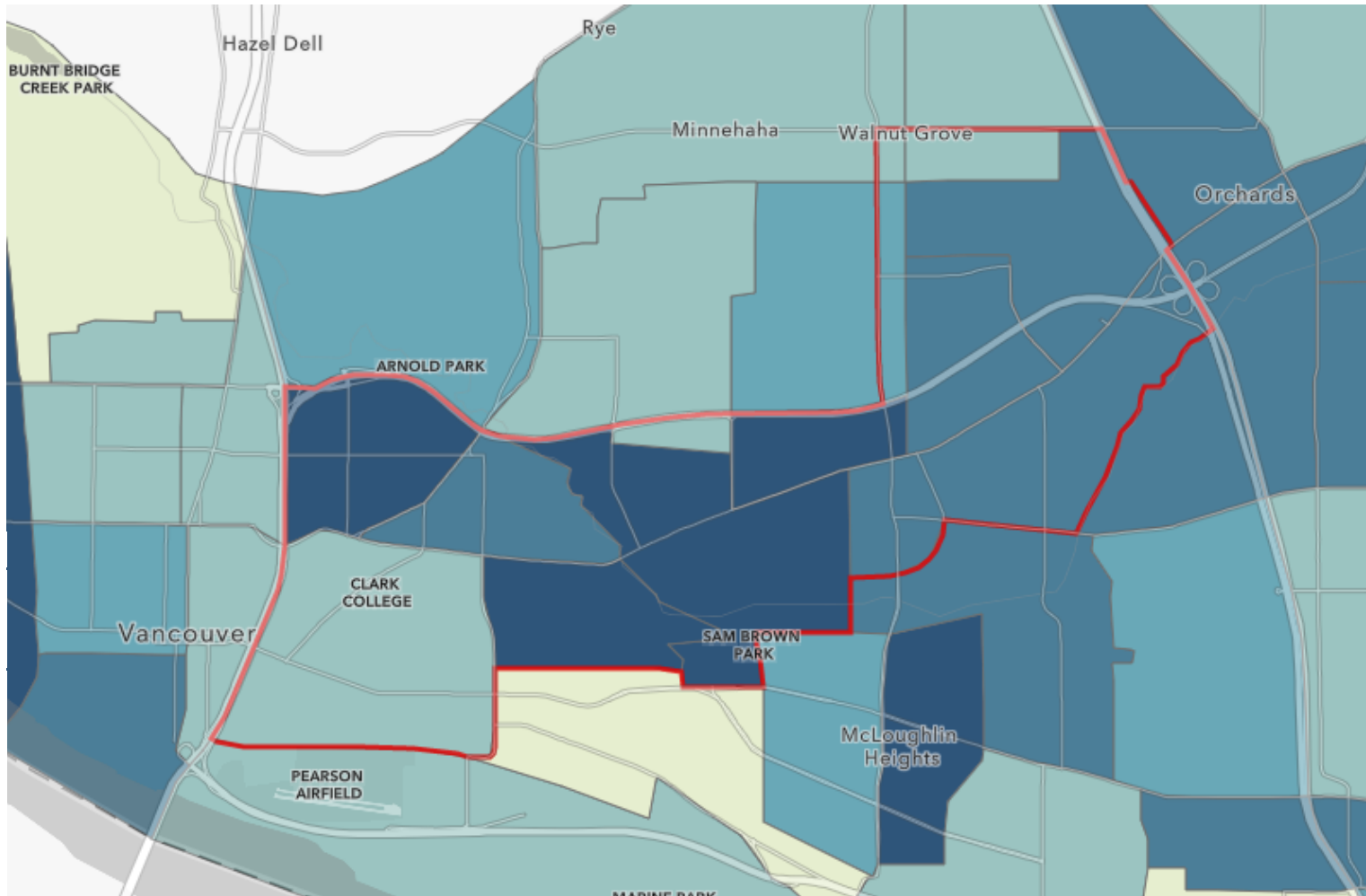
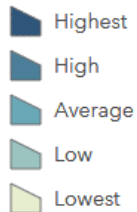
Investing in Our Future

Legend



Project Boundary

Equity Index 2020 Census



Project Goals

Vision and Investment Strategy Goals are being co-developed with community

Fourth
Plain
For All
Investing in Our Future

Process goals include:

- Address community needs and challenges and strengthen neighborhoods, businesses, and individuals
- Co-develop a plan with the community that supports an equitable economic recovery post pandemic
- Select projects and programs that:
 - Build wealth
 - Increase community amenities and safety without leading to displacement

Community Engagement Approach

Provide meaningful, equitable, and accessible engagement opportunities to Fourth Plain community members that will guide and direct project processes and outcomes.

Fourth Plain for All – 8



Engagement Approach

Fourth
Plain
For All
Investing in Our Future

- **Phase 1 (February to April 2023):** Refine understanding of needs, challenges, opportunities to inform vision, goals, and potential investment options
- **Phase 2 (May to June 2023):** Confirm and prioritize the investments to move forward with, both now with ARPA funding and over the next 10 years



Engagement Approach

Fourth
Plain
For All
Investing in Our Future

Communications and Engagement Activities:

- Project websites, flyers, fact sheets, postcards & social media posts
- Two community surveys (for each phase of engagement)
- In-person open house
- Tabling at community events & locations along the project area
- In-person business canvassing
- Presentations to neighborhood associations & stakeholder groups
- Use existing outreach & community events as ongoing opportunities for engagement
- Compensated project ambassadors from the community



Engagement Approach

Fourth
Plain
For All
Investing in Our Future

Commitment to Inclusion:

- Spanish-speaking outreach staff & ambassadors who speak languages other than English
- Participation compensation, such as gift cards, transportation vouchers, childcare assistance
- Translation of engagement materials; interpretation also available
- Inclusionary practices for people experiencing disabilities including American Sign Language (ASL) interpretation upon request, accessible sites for meetings



Investment Strategy Committee

- 15 diverse community representatives who will guide development of the Investment Strategy
- Includes residents, business owners, youth, neighborhood association and community-based organization representatives
- Will meet four times this year



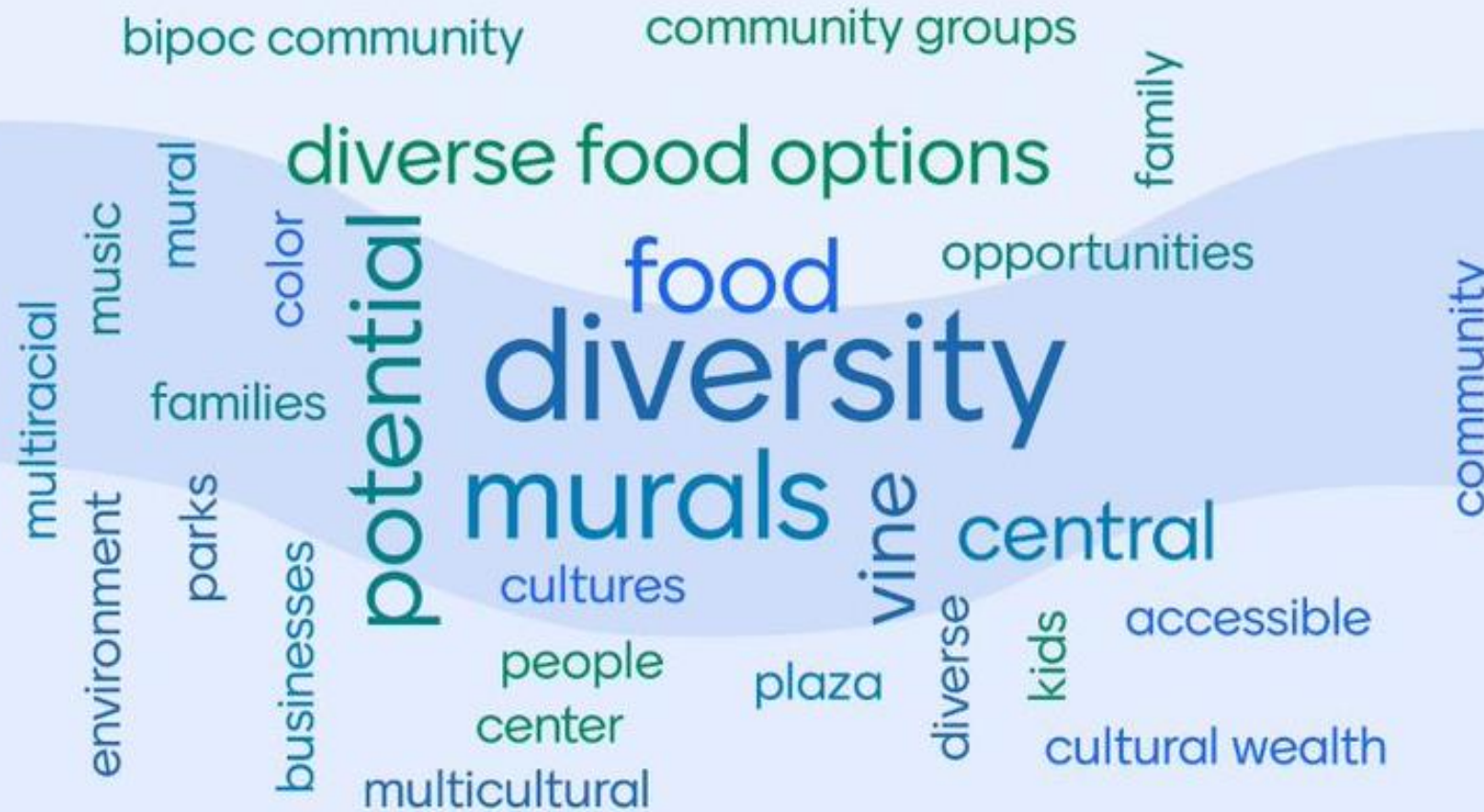
Investment Strategy Committee

Fourth
Plain
For All
Investing in Our Future

- **Meeting #1 (March 21):** Define vision & inform Investment Strategy goals
- **Meeting #2 (April):** Review public feedback heard during Phase 1 outreach; discuss investment options that address vision, goals, and needs
- **Meeting #3 (May):** Review refined investment options; participatory budgeting exercise to aid in setting priorities
- **Meeting #4 (June):** Review Draft Investment Strategy



Top 3 things that currently make Fourth Plain a vibrant community



ISC Meeting #1 – Themes & Needs

Fourth
Plain
For All
Investing in Our Future

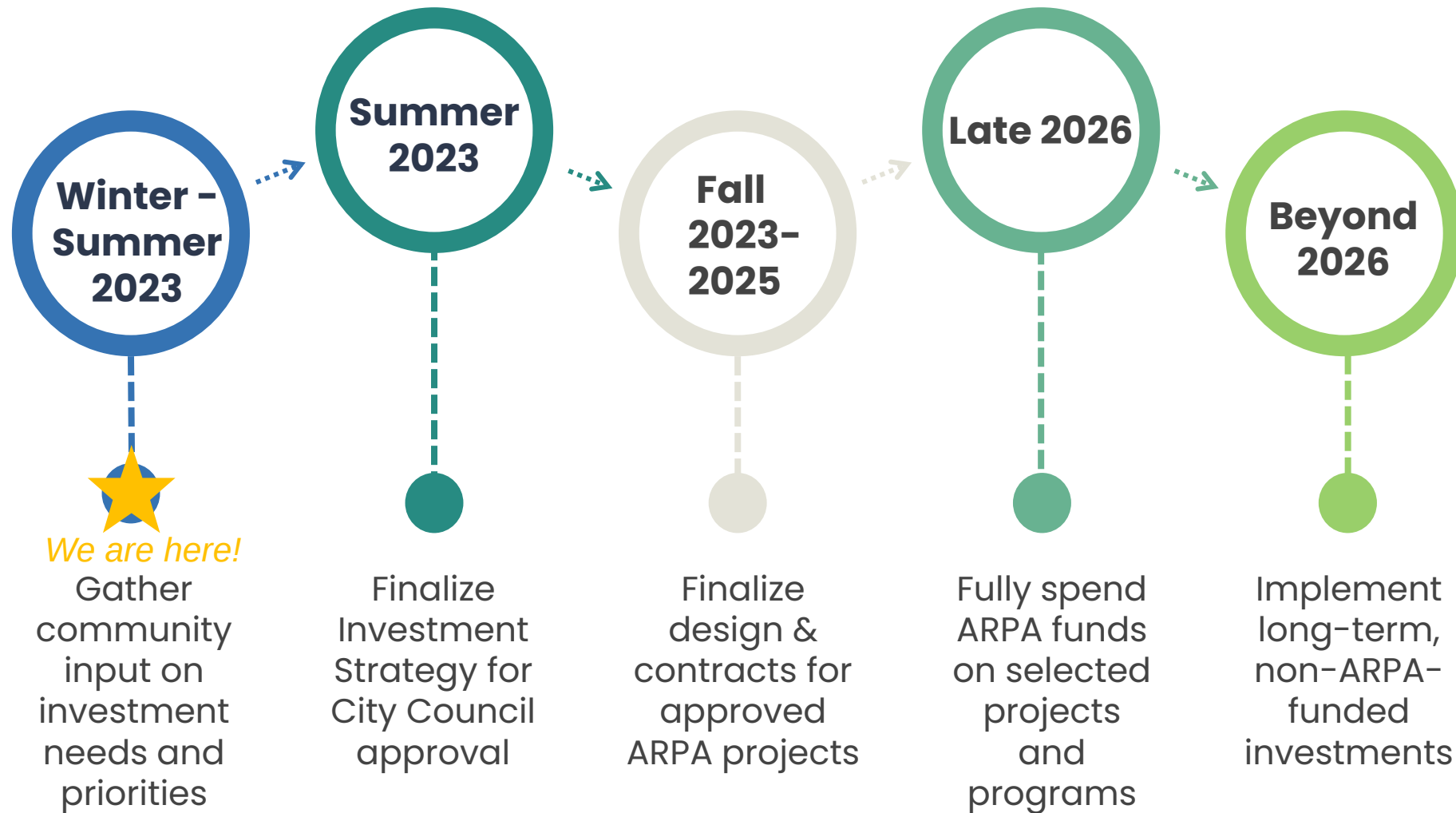
- Community gathering spaces
- Opportunities to celebrate culture
- Parks improvements
- Affordable housing & avoiding displacement
- Placemaking
- Community health
- Feel safe and secure & overcome negative stigma
- Development opportunities for youth

“Let this be the last time we need to re-vitalize Fourth Plain!”

– ISC Member



Project Timeline



Next Steps

Fourth
Plain
For All
Investing in Our Future

- Now – June 2023: Continue public & stakeholder collaboration
- April 2023: Define vision, goals & evaluation criteria to aid selection of investment options
- May 2023: Develop potential investments and work with the community to select and prioritize investment options
- June 2023: Develop draft & final investment strategy
 - **Review with Council on July 10th**
- August 2023–2026: Implement ARPA-funded investments





Questions?

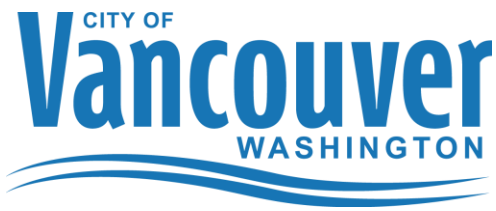
www.beheardvancouver.org/fpfa

www.cityofvancouver.us/cdd/page/fourth-plain-forward

Fourth
Plain
For All

Investing in Our Future





MEMORANDUM

DATE: March 27, 2023

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

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

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

This memo is intended to provide an overview of the planning process for the Fourth Plain for All Investment Strategy, with a focus on the engagement strategy and immediate next steps. A second City Council workshop is scheduled for July 10, 2023, which will focus on investment options proposed to be included in the final investment strategy.

Introduction

The American Rescue Plan Act (ARPA) was passed in 2021 to deliver immediate relief for American workers and families and build a bridge to an equitable economic recovery. On November 15, 2021, the Vancouver City Council endorsed an investment framework for the City's allotment of ARPA funds that allocates around 75% of the total funds to the Fourth Plain area in central Vancouver, or approximately \$25 million. This funding will focus on the largest, most socially and economically vulnerable areas in Vancouver that have experienced disproportionate health and economic impacts from the COVID-19 pandemic.

Building on the successes of implementing the 2008 Fourth Plain Corridor Subarea Plan and the 2015 Fourth Plain Forward Action Plan, the Fourth Plain for All project aims to co-create a 10-year investment strategy with the local community that incorporates the dedicated ARPA funding, as well as prepares the City to take advantage of other future funding sources and opportunities to continue advancing equity, safety, mobility, access to jobs and services, a thriving small business ecosystem, and improved parks and open spaces for the Fourth Plain community.

The investment strategy will be developed in coordination with the Fourth Plain community through a robust public engagement process, which is detailed below. Based on previous planning and policy development efforts and ongoing outreach, staff anticipate that the final investment strategy will include projects and programs that increase access to affordable housing and support anti-displacement efforts, transportation safety and mobility projects, parks and recreation improvements, and likely other programmatic investments in social supports like childcare, workforce training or other needs.

Community Engagement Process

The community engagement approach for the Fourth Plain for All project is to provide meaningful, equitable and accessible engagement opportunities for the Fourth Plain community. Community input will be instrumental to the creation of the investment strategy which aims to concentrate resources to make a lasting impact for the people

Fourth Plain for All Investment Strategy

March 27, 2023

Page 2 of 3

who live and work within nine (9) established central Vancouver neighborhoods: Bagley Downs, Van Mall, Meadow Homes, Central Park, Maplewood, Rose Village, Fourth Plain Village, Ogden, and Walnut Grove. The project includes two main phases of engagement, though opportunities for feedback are ongoing throughout the first half of this year.

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

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

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

The team will use multiple outreach tactics to ensure broad and deep reach into the community, including:

- Project websites, fact sheets, flyers, and postcards.
- Social media posts through City and partner organization accounts.
- Two community surveys (one for each phase of engagement).
- At least one in-person open house.
- Tabling at community events and gatherings, as well as presentations to neighborhood associations and other stakeholder groups.
- Use of project ambassadors, who will be recruited from the Fourth Plain community and compensated for their time. Ambassadors will participate in engagement activities, such as door-to-door canvassing or tabling at events, as well as serve as champions for the project in their respective communities. BIPOC and bilingual ambassadors will be given priority to better reach Fourth Plain's diverse communities.
- Formation of an Investment Strategy Committee (ISC), which allows the project team to have multiple detailed conversations with community members across both phases of engagement.

The Fourth Plain for All project team is using the following equity-centered engagement practices to help ensure engagement activities are meaningful and accessible for all community members:

- Use of Spanish-speaking outreach staff and ambassadors who speak languages other than English during in-person engagement activities.
- Use of participation incentives such as gift cards, transportation vouchers, childcare assistance, and/or other forms of special accommodations or compensation to mitigate economic barriers to participation for individuals and organizations in a way that is culturally acceptable.
- Translation of engagement materials. Project materials distributed to community members will be available in English, Spanish, Chuukese, Vietnamese, Ukrainian and Russian, reflecting the diversity of the area.
- Inclusionary practices for people experiencing disabilities including American Sign Language (ASL) interpretation upon request, accessibility remediation of digital materials, selection of accessible sites for outreach events, and collaboration with local disability advocate organizations.

Fourth Plain for All Investment Strategy

March 27, 2023

Page 3 of 3

Investment Strategy Committee

The Investment Strategy Committee (ISC) is comprised of a diverse set of community members, including residents, business owners, multiple youth members, neighborhood association members, and representatives from multiple culturally-specific and community-based organizations whose work focuses on supporting the Fourth Plain community.

The Investment Strategy Committee will participate in four meetings to guide the process and outcomes:

- Meeting #1 (March): Define vision and inform Investment Strategy goals.
- Meeting #2 (April): Review public feedback heard during Phase 1 outreach; discuss investment options that address vision, goals, and needs.
- Meeting #3 (May): Review initial feedback from Phase 2 outreach; review refined investment options; participatory budgeting exercise to aid in setting project priorities.
- Meeting #4 (June): Review Draft Investment Strategy.

The first ISC meeting was held March 21, 2023, where ISC members discussed the aspirations and needs of the Fourth Plain community. Key themes expressed include:

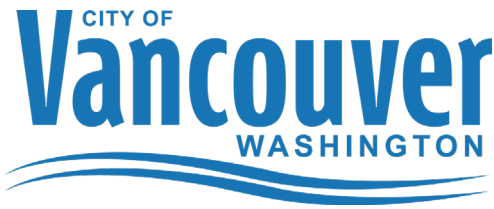
- Diversity of the Fourth Plain community is its greatest strength and asset.
- Desire for more community gathering places and opportunities to celebrate the diversity of Fourth Plain.
- Need for more parks and recreation opportunities, including improvements to existing parks.
- Desire to make investments that bring people to Fourth Plain.
- Need for affordable housing.
- Ensure that people are able to stay in the Fourth Plain community – avoid displacement.
- Need to focus on overall community health.

Timeline and Next Steps

Staff will collaborate with the ISC and the broader community to develop and vet potential investment options this spring. These are anticipated to be wide-ranging in scope and likely to include housing, economic development, transportation, parks, and other investments. Potential investment options will be evaluated and ranked in collaboration with the community to arrive at a prioritized set of actions. Critically, City staff will identify actions to utilize ARPA funds that meet the following specifications: were most highly prioritized by the community, meet ARPA rules and regulations, and can be implemented within ARPA timelines (ARPA funding must be obligated by the end of 2024 and spent by the end of 2026).

The overall timeline for this project is as follows:

- Winter 2022– Spring 2023: Phase 1 public engagement to gather input on community challenges, needs and desires.
- Spring-Summer 2023: Phase 2 public engagement to gather input on investment priorities.
- Summer 2023: Finalize list of investments for City Council review on July 10 that includes prioritized near-term actions that will utilize ARPA funding.
- Fall 2023–Late 2026: Implement approved ARPA-funded projects and programs.
- Beyond 2026: Explore opportunities to implement long-term, non-ARPA-funded investments.



MEMORANDUM

DATE: March 28, 2023

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

CC: Amy Zoltie, Real Estate Project Manager, and Patrick Quinton, Director, Economic Prosperity and Housing Department; Greg Turner, Land Use Planning Manager; Bryan Snodgrass, Principal Planner; and Rebecca Kennedy, Deputy Director, Community Development Department

RE: Heights Plan District (HX) Code Updates

Background

The Heights Mixed Use (HX) Plan District was adopted in 2021 following City Council's approval of the Heights District Subarea Plan in 2020 and after a lengthy community planning process that started with the acquisition of the Tower Mall property in 2017. The Heights District is envisioned as a vibrant 15-minute walkable neighborhood that is safe, accessible, equitable and sustainable, and includes a variety of amenities such as a civic plaza, neighborhood park, linear park spanning almost a mile looping around the Tower Mall site (Grand Loop), mixed-income housing, a variety of commercial space to offer entertainment and services to the community and multimodal travel opportunities throughout the district.

Since the adoption of the HX code, staff has been working to advance the next phases of plan implementation. The City entered into a contract with urban design firm, First Forty Feet (FFF) to refine the layout of the district and design the infrastructure. FFF reviewed the Plan recommendations for the Tower Mall Redevelopment Area (TMRA) and recommended a suite of refinements to ensure future development meets the Plan goals and intent, which require several updates to the HX code.

Proposed changes to the Vancouver zoning code text or map not involving Comprehensive Plan changes may be considered at any time, subject to public hearing review before the Planning Commission and City Council. This proposal was reviewed at a Planning Commission workshop on March 14th. Pending Council workshop review and feedback on April 10th, staff anticipate bringing this forward for future Planning Commission and City Council hearings in late spring.

Summary of Proposed Plan Refinements and Code Changes

Proposed refinements to the Tower Mall Redevelopment Area (TMRA) Plan include the following:

- Relocation of the Civic Plaza east to front Devine Road and be visible from the Mill Plain Boulevard, thus improving both access and visibility to this major public gathering area. As a major attractor, the Civic Plaza is an opportunity to promote ground-floor uses to create a retail, dining, and entertainment destination and a focus for activity in the district.
- Realignment and extension of the Grand Loop to promote its identity and increased use by connecting to the Greenbelt Park and planned walk and bike facilities along MacArthur Boulevard.
- Relocation of the Neighborhood Park to promote increased visibility, use and function and a clear and identifiable “entry gateway” to the Grand Loop. Future development provides active edge uses surrounding the park and increase the value of redevelopment properties.

The revised plan and notations of the changes is shown below.



The project team has engaged the community in reviewing and providing feedback on the proposed plan changes. These include an open house hosted on October 6, 2022; a workshop with City Council on November 28, 2022; presentations to the Culture, Arts and Heritage Commission on November 15, 2022, the Transportation and Mobility Commission on December 6, 2022, the Parks and Recreation Advisory Committee on January 18, 2023 and a workshop with the Planning Commission on March 14, 2023; as well as one-on-one conversations with community stakeholders and online surveys through the project's BeHeard page. Community feedback on the plan

refinements have been positive with a significant amount of enthusiasm for the extension of the Grand Loop. Walkability, radically accessible streetscape design, improved safety, safe spaces for children and families, a new community center and affordable housing are some of the desired outcomes heard from community members. The design is being refined to address these comments, such as the addition of different pavement textures to improve the accessibility of the streetscape and restricting vehicular access along the Grand Loop to promote walkability and create a pedestrian friendly environment. The code refinements being proposed here also address this feedback. Narrowing the retail uses surrounding the Civic Plaza to dining and entertainment focused encourages more activity after business hours and prevents the Plaza from becoming an unsafe dead zone after dark, thus improving the safety of the district.

The Planning Commission in particular appeared supportive of the plan refinements. Their comments centered more closely on the specifics of the proposed code changes, such as the success of limiting the retail uses around the Civic Plaza, requesting precedents of such, as well as clarifications on the scale of the block massing. Staff will provide Commissioners with the information requested but in general, Commissioners appeared satisfied that the answers provided by staff addressed their concerns.

Summary of Proposed Code Changes

The proposed code changes will amend VMC 20.670 to align with refinements to the Tower Mall Redevelopment Area (TMRA) Plan as detailed above.

These code modifications include:

- Update the *Ground Floor Use Map*, Figure 20.670-2 consistent with the Master Plan refinements for street layout and block formation.
- Modify the Ground-Floor Use Regulations by Frontage Type to promote active retail, entertainment, and dining oriented to the Civic Plaza.
- Adjust portions of text to maintain consistency and delete some unclear or non-essential narrative.
- Add new standards to regulate off-street parking access by limiting vehicle, pedestrian, and bicycle conflicts and better promote non-motorized access and use of the Grand Loop.

Attachment A is a tracked changes copy of VMC 20.670 to identify the proposed changes.

To clarify, the modifications to the ground floor uses type do not reduce the total amount of retail, nor limit the location to around the Civic Plaza, but rather narrow the required retail uses around the Plaza to entertainment and dining to create a vibrant neighborhood center that the District Plan articulates. Retail can still be placed anywhere in the district.

The proposed plan and code refinements reflect more detailed design and redevelopment work that has occurred since these were adopted.

Next Steps

Staff will return to the Planning Commission for a public hearing on May 9th and will return to Council for a public hearing late spring.

Staff Contact Information

- Amy Zoltie, Real Estate Project Manager, amy.stewart@cityofvancouver.us, 360-305-1909
- Bryan Snodgrass, Principal Planner, bryan.snodgrass@cityofvancouver.us, 360-487-7946
- Greg Turner, Land Use Manager, greg.turner@cityofvancouver.us, 360-487-7883

Attachments

- A. RECOMMENDED MODIFICATIONS to VMC 20.670, THE HEIGHTS PLAN DISTRICT

Attachment A: RECOMMENDED MODIFICATIONS to VMC 20.670, THE HEIGHTS PLAN DISTRICT

CHAPTER 20.670 THE HEIGHTS (HX) PLAN DISTRICT

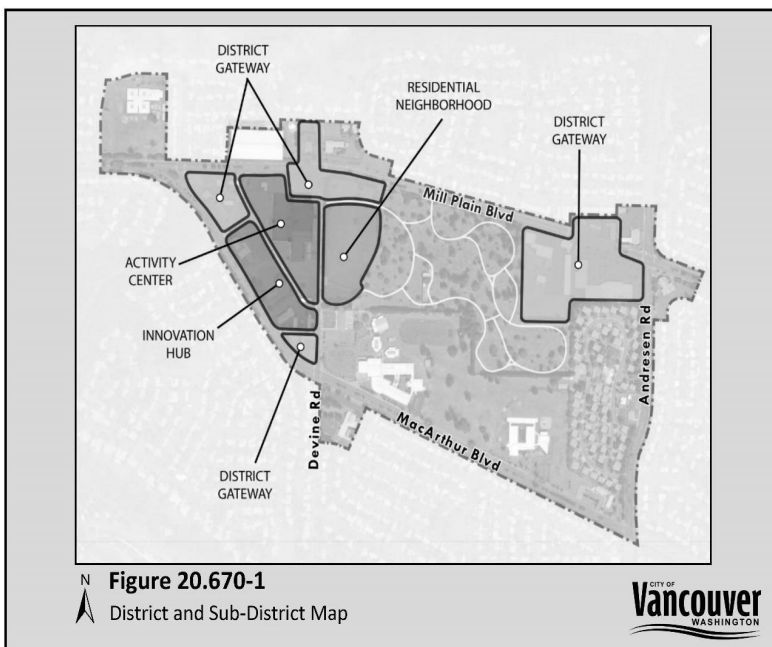
20.670.010 Purpose

The Heights District is envisioned as a vibrant neighborhood center that is sustainable, healthy, equitable, accessible and safe, and includes a mix of complementary uses, engaging public open space, diverse housing affordable to a wide range of community members and safe multimodal travel opportunities within the district and to transit and nearby neighborhoods. The purpose of the Heights Mixed Use (HX) Plan District is to implement the vision, goals, and policies of the Heights District Plan, and ensure future development is integrated, cohesive, context sensitive and contributes to the overall District Vision.

20.670.020 Applicability

These standards apply to the properties within the subdistrict areas shown on Figure 20.670-1. These standards shall be in addition to other applicable standards of Vancouver Municipal Code or state law, and shall supersede those standards where they conflict

Figure 20.670-1. District and Sub-District Map (No change)



20.670.030 Regulation of Uses

A. Uses are allowed as specified in Table 20.430.030-1 and as shown in Figure 20.670-2, subject to standards and guidelines for The Heights District established in this Chapter.

B. *Ground Floor Use Regulation by Frontage Type.* Ground floor uses shall be regulated by Frontage Type as shown in Figure 20.670-2.

1. Commercial frontage:

- a. ~~All commercial uses, except office uses allowed~~

RECOMMENDATION

a. Only the following commercial uses are allowed—sales-oriented retail; eating, drinking and entertainment establishments; fitness center and community center.

- b. ~~Residential~~ uses prohibited except residential lobbies and entrances associated with upper story ~~residential~~ uses are allowed but limited to 25% of the total length of the street frontage

RECOMMENDATION

b. Residential and office uses prohibited except lobbies and entrances associated with upper story—uses are allowed but limited to 25% of the total length of the street frontage

- c. Institutional uses prohibited (No change)

2. Residential frontage: (No Change)

- a. Residential uses allowed

- b. Commercial and institutional uses are prohibited

3. Mixed Residential/Commercial frontage: (No Change)

- a. Commercial uses allowed

- b. Residential uses allowed but limited to no more than 50% of the total length of street frontage

- c. Institutional uses prohibited

4. Limited Commercial frontage: (No Change)

- a. Residential uses allowed

- b. Commercial uses allowed but limited to no more than 25% of the total length of street frontage

- c. Institutional uses prohibited

Commented [WL1]: Limit commercial uses to those most applicable to an active Civic Plaza environment and that promote foot traffic while extending the amount of time gathering in public areas and at private businesses. Personal service uses such as banks, financial and tax consultation, mental and physical therapy, clinics etc have limited business hours and do not support an active street frontage as internal spaces need "privacy" while administering services.

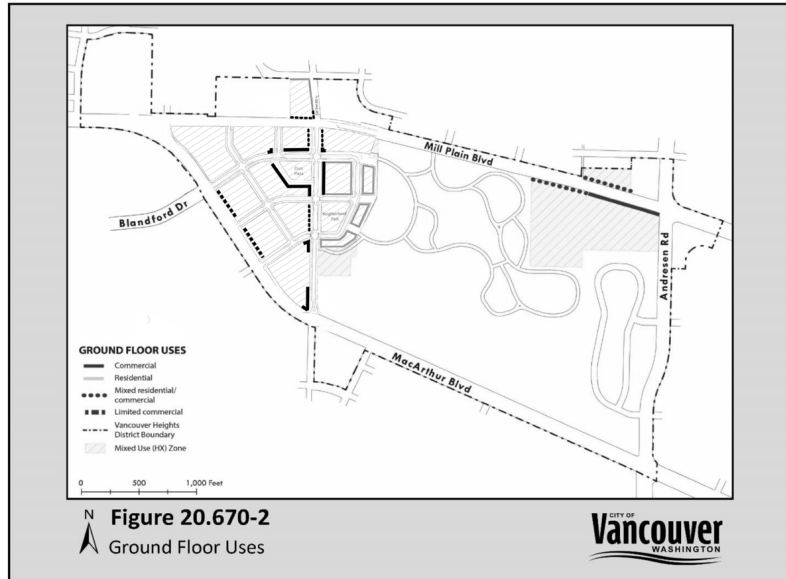
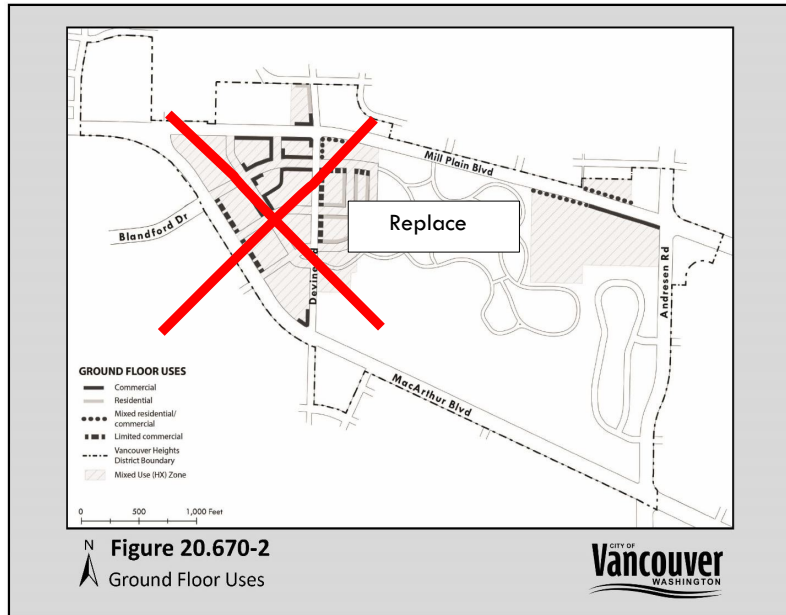


Figure 20.670-2. Ground Floor Use Map

Commented [WL2]: Modify Ground-Floor Uses consistent with recommended Master Plan Refinement for block pattern and location of Civic Plaza and Neighborhood Park

C. Live/work uses and standards.

Live/Work. A commercial space where residential and commercial uses are combined and where the dwelling unit is the principal residence of the business operator/proprietor.

1. Uses.

- a. Live/work uses are permitted where commercial uses are permitted in the District Gateway and Innovation Hub sub-districts of the HX District.
- b. The following commercial uses are prohibited in live/work units.
 - 1. Any use not permitted in the HX District, as specified in Table 20.430.030-1;
 - 2. The retail sale of food and/or beverages with customers arriving on-site. This does not include online (Internet) sales, mail order, or off-site catering preparation;
 - 3. Entertainment, drinking, and public eating establishments;
 - 4. Veterinary services, including grooming and boarding, and the breeding or care of animals for hire or for sale;
 - 5. Businesses that involves the use of prescription drugs.
- c. A live/work unit is allowed instead of, or in addition to, a home occupation.
- d. The residential and the commercial space must be occupied by the same tenant, and no portion of the live/work unit may be rented or sold separately.

2. Standards.

- a. The commercial use may occupy a maximum of 50 percent of the unit floor area.
- b. Residential uses are permitted above, to the side, or in back of the commercial use, provided that there is internal access between the residential and commercial uses;
- c. Signage intended to promote on-site commercial uses shall be restricted to two square foot signs permanently affixed to door or wall of the commercial use;
- d. No more than one employee (excluding residents of the dwelling unit) shall work or report to work on the premises, and the employment of any persons who do not reside in the live/work unit shall comply with all applicable building code requirements;
- e. Off-site impacts of the commercial use, such noise, glare, and vibration, shall be subject to City performance standards in VMC 20.935.030; and
- f. Explosive, toxic, combustible, or flammable materials in excess of what is allowed incidental to permitted residential uses shall not be stored or used on the premises.

20.670.040 Design and Development Standards

A. MASSING AND SCALE

- 1. *Minimum Density.* The minimum residential densities in Table 20.670.040-1 shall apply in the HX District.

Table 20.670.040-1. Minimum Residential Density

Sub-District	Minimum Density
Activity Center	75 dwelling units/acre
Residential Neighborhood	45 dwelling units/acre
Innovation Hub	30 dwelling units/acre
District Gateway	30 dwelling units/acre

2. *Building Heights.* The building height standards in Table 20.670.040-2 shall apply in the HX District.

Table 20.670.040-2 Maximum Building Heights

Sub-District	Maximum Height
Activity Center	Maximum of 85 feet
Residential Neighborhood	Maximum of 85 feet
Innovation Hub	Maximum of 50 feet
District Gateway	Maximum of 50 feet not abutting residentially zoned properties
Sub-District	Maximum Height
	Maximum of 40 feet abutting residentially zoned properties
	Maximum of 35 feet fronting Idaho Street

Note: For the Heights District, abutting is defined as sharing a property line with residentially zoned property

3. *Height exceptions.* In addition to the height exceptions allowed by VMC 20.910.030, maximum height limitations set forth in this Chapter and elsewhere in this Title shall apply to the following in the HX District:
- Parapets and railings. Parapets and rooftop railings may extend 4 feet above the maximum height limit;

b. Walls or fences located between individual rooftop decks may extend 6 feet above the maximum height limit if the wall or fence is set back at least 4 feet from the edges of the roof;

c. Rooftop mechanical equipment, any required screening for the mechanical equipment, and stairwell enclosures that provide rooftop access may extend above the maximum height limit as follows, with the requirement that the equipment and enclosures must be set back at least 15 feet from roof edges on street-facing facades:

1. Elevator mechanical equipment may extend up to 16 feet above the maximum height limit; and

2. Other mechanical equipment, required screening, and stairwell enclosures may extend up to 10 feet above the maximum height limit.

d. Roof-mounted solar energy production equipment may extend up to 3 feet above the maximum height limit; and

e. Wind energy production equipment may extend up to 30 feet above the maximum height limit.

4. *Building step downs and transitions.* In the District Gateway sub-district, building heights shall be reduced to a maximum of 40 feet within 60 feet of a shared property line with residential uses, and a maximum of 35 feet within 140 feet of Idaho Street.

5. *Building facades.* Building facades shall not exceed 165 feet in length without an intervening break.

6. *Build to Line.*

a. Building shall comply with the provisions of VMC 20.630.020 that describe building lines provisions for street frontages except no portion of the structure shall extend into the right of way except as specified in VMC 20.670.040.E.2. Residential uses may include setbacks per VMC 20.670.040.C.2.

b. Setbacks for pedestrian amenities. Setbacks up to 20 feet for up to 50% of the building frontage is allowed if the setback is used for a walkway, plaza, courtyard, or other pedestrian-oriented amenity or public space.

7. *Ground floor plane.* For buildings five stories and above, the maximum ground floor plate area shall not exceed 16,000 square feet. An option to this standard is to demonstrate significant massing breaks in the building façade to include recessed breaks (minimum of 20 feet in length and depth) and ground plane openings as pedestrian connections.

B. MODULATION AND FAÇADE ARTICULATION

1. *Ground floor transparency.* Buildings with ground floor commercial uses visible from the public way or public areas such parks and other publicly accessible space shall have a minimum 75% ground level façade transparency between 2 feet and 8 feet above sidewalk grade.

2. *Ground floor to floor height.* The ground floor of buildings shall have a minimum of 16 feet building floor to floor height.

Commented [WL3]: Breaks are addressed in HX Zone: A. Massing and Scale., 5. Building Facades; B. Modulation and Façade Articulation., 3. Modulation; and Urban Design Guidelines: 2.2 Blocks and Streets, G-02 Block Length pg. 74); 4.0 Architecture, 4.1 Massing and Scale, S-04 Building Facades; S-06 Ground Floor Plane. Recommend removing this language from the HX Zone and Urban Design Guidelines- (minimum of 20 feet in length and depth). Rationale: This standard and guideline is intended to accentuate openings and connections. A "recess" does not ensure through access. The 20' min length and depth recess does not allow access or connection to internal portions of the block.

3. *Modulation.* A minimum building modulation along the façade shall be one foot in depth and the minimum width shall be five feet.

4. *Building entry.* Main entrances shall be easily identifiable through the use of building articulation and modulation. ~~Avoid recessed doorways to provide high visibility from the public way.~~

Commented [WL4]: Recommend removing this statement as it is addressed in C. Entrances, 3. Recessed Ground Floor Level

C. ENTRANCES

1. *Ground floor level.* Ground floor residential uses shall be elevated above the sidewalk grade a minimum of 2 feet 6 inches to create privacy adjacent to the public realm. For these units, ensure an alternate access point that is accessible (as required by the Building Code)

2. *Entryways.* Ground floor residential entrances shall be setback from the property line a minimum of 6 feet and a maximum of 10 feet to ensure privacy from the public realm. Porches, patios, private spaces allowed within the setback.

3. *Recessed ground floor level.* Recessed ground floors shall be restricted to one level height, except at main entrances.

4. *Vehicle entries.* For mixed use residential and commercial buildings requiring vehicular garage entrances, the garage opening shall be setback from the building frontage a minimum of six feet. Adhere to all required visual sight setbacks.

5. *Townhome Garage Parking.* A minimum of 3-foot setback shall be applied for alleyway garage or tuck under parking.

D. ROOF FORMS

1. *Roof lines.* The length of any continuous flat roofline shall not exceed more than ~~165 feet~~ 100 feet without modulation. ~~The minimum modulation for roof lines is 3 feet.~~

Commented [WL5]: 1.Recommend 165 feet to be consistent with HX Zone: A. Massing and Scale., 5. Building Facades, Building facades shall not exceed 165 feet in length without an intervening break; B. Recommend removing 3 feet of modulation as Modulation is referenced in section B. Modulation and Façade Articulation., 3. Modulation; A minimum building modulation along the façade shall be one foot in depth and the minimum width shall be five feet.

2. *Roof Materials.* Roof materials shall meet the minimum SRI (solar reflectance index) standards to reduce urban heat gain. Inappropriate materials such as wood singles, cement tiles and plastic slate and shingles shall be discouraged.

3. *Roof Top Projections.* Elevator cores, stair projections, solar panels and mechanical equipment shall be incorporated into the architecture of the building with consistent building materials. See VMC 20.670.040(A)(3) for provisions regarding height, setbacks, and screening of roof top features.

4. *Roof Decks.* Accessible roof decks shall provide safety setback standards from the roof edge and mechanical equipment as required.

E. SECONDARY ARCHITECTURAL FEATURES

1. *Visual Interest.* Add visual depth to facades where appropriate by incorporating balconies, canopies, awnings, decks, or other secondary elements into the façade design.

2. *Encroachment.* A building's enclosed occupiable space shall not encroach into the right-of-way, with the exception of bay windows or balconies. Bay windows and balconies shall not extend more than 4 feet into the right-of-way and 30% of width of residential units or 50% of the width of hospitality units.

3. *Weather Protection.* Overhead weather protection shall be provided along all streets with a minimum clear height of 10 feet and maximum clear height of 15 feet

consistent with the provisions of VMC 20.630.030 except in instances where the pedestrian amenities articulated in section A.6.b of this chapter are utilized.

4. *Pedestrian oriented features.* At least 75% of the width of any new or reconstructed ground-level building wall facing a street shall be devoted to pedestrian-oriented features or material variation, pedestrian entrances and/or windows affording views into retail, storefront, office or lobby space.

5. *Blank walls.* Continuous blank walls shall not exceed 15 feet in length. Where blank walls are present, incorporate a range of design approaches such as green walls, façade articulation, art or other approved applications to create interest at the adjacent pedestrian area.

F. MATERIALS AND COLORS

1. *Prohibited materials.* The following are prohibited exterior building materials: plastic laminate, glossy or large expanses of acrylic or plexiglass, pegboard, mirror, highly polished or plated metals (except as a trim), mirrored glass, fabric or paper wall coverings, plywood or particle board, sheet or modular vinyl, shingles, shakes and horizontal lap siding.

2. *Mechanical equipment.* Mechanical equipment and above grade utilities shall be located or screened with quality materials to minimize visual impact on the public right-of-way.

RECOMMENDED LIMITED ACCESS STANDARD:

The following standard is recommended for restricting vehicular access to off-street parking and loading areas to promote safe and comfortable pedestrian access to the Heights District' Grand Loop, Civic Plaza and multimodal access along Mill Plain Boulevard.

Staff should determine the most appropriate location for this standard as part of the HX Zone or alternatively in the T-08 Series

Limited Access Frontages.

Vehicular access to development sites is prohibited along key frontages, where indicated, to reduce conflicts between automobiles and pedestrians and promote a safe and pleasant experience for walking. Vehicular access is restricted to one-curb-cut per block frontage where indicated.





Proposed Heights HX Plan District Changes



Amy Zoltie, Real Estate Project Manager, Economic Prosperity & Housing
Greg Turner, Land Use Manager, Community Development
Bryan Snodgrass, Principal Planner, Community Development

Agenda

- Heights District Plan Refinements
- Community Outreach & Feedback
- Review HX Code Changes
- Next Steps
- Questions & Discussion

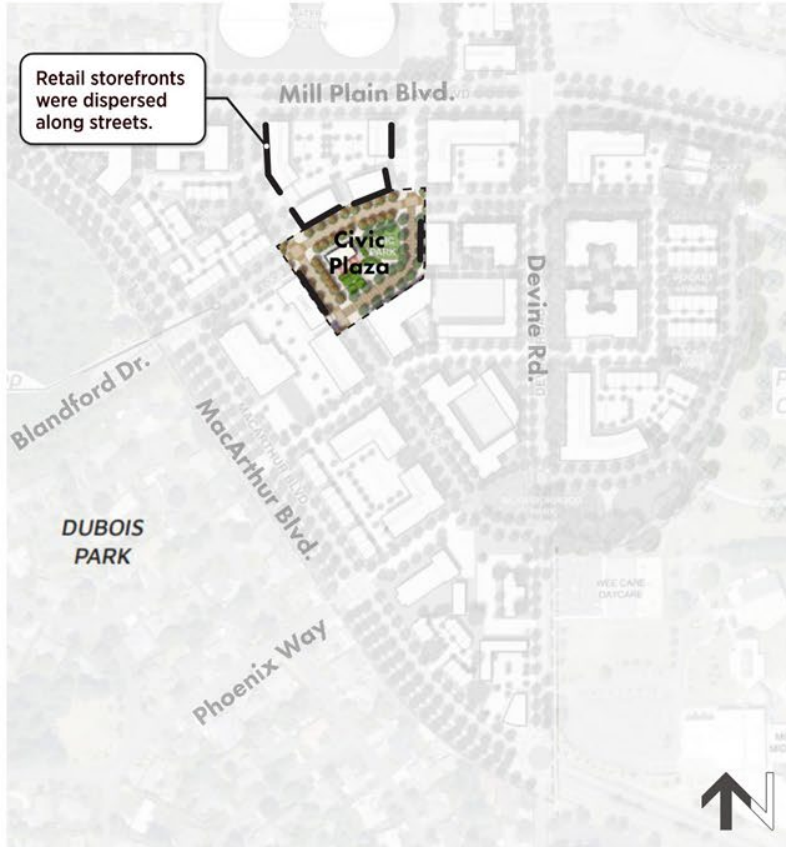




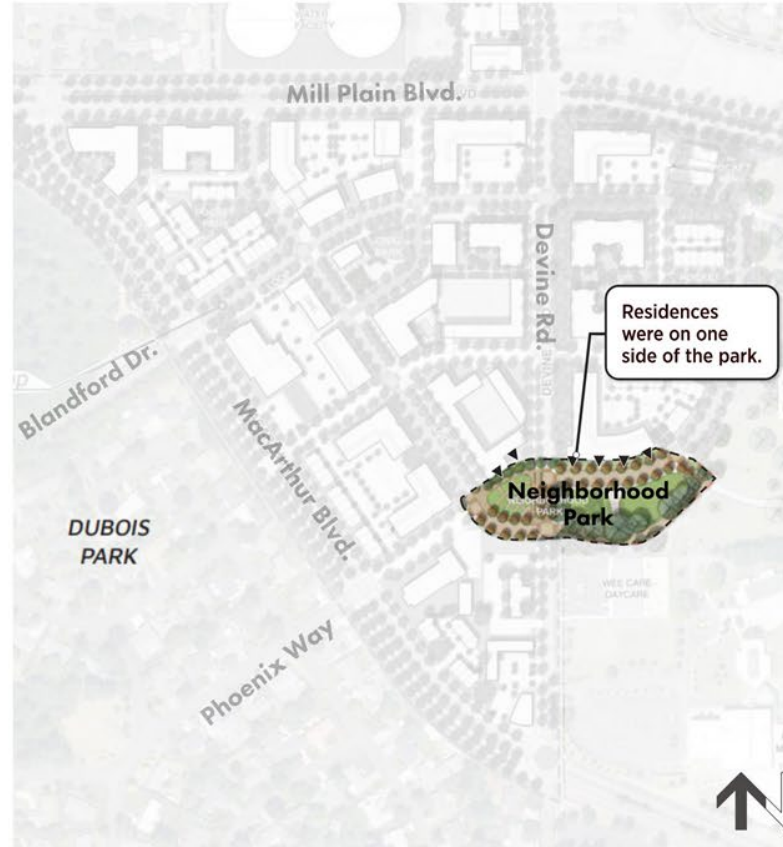
Objectives

- Review proposed HX code changes
- Receive feedback on the proposed code changes

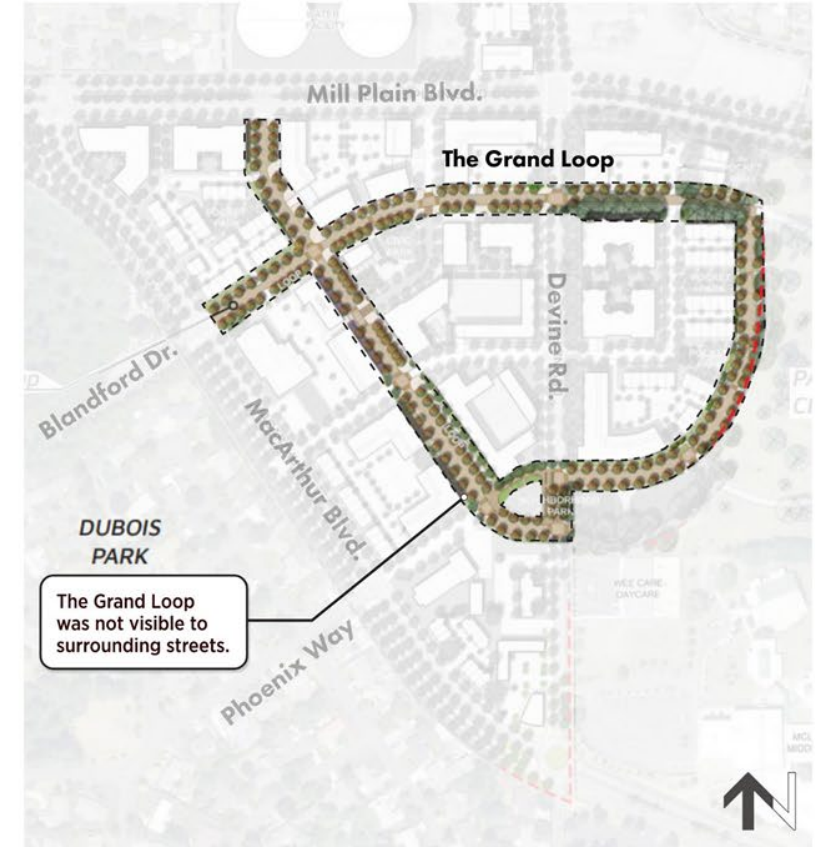
TMRA Refinements - Before



Civic Plaza (Before)

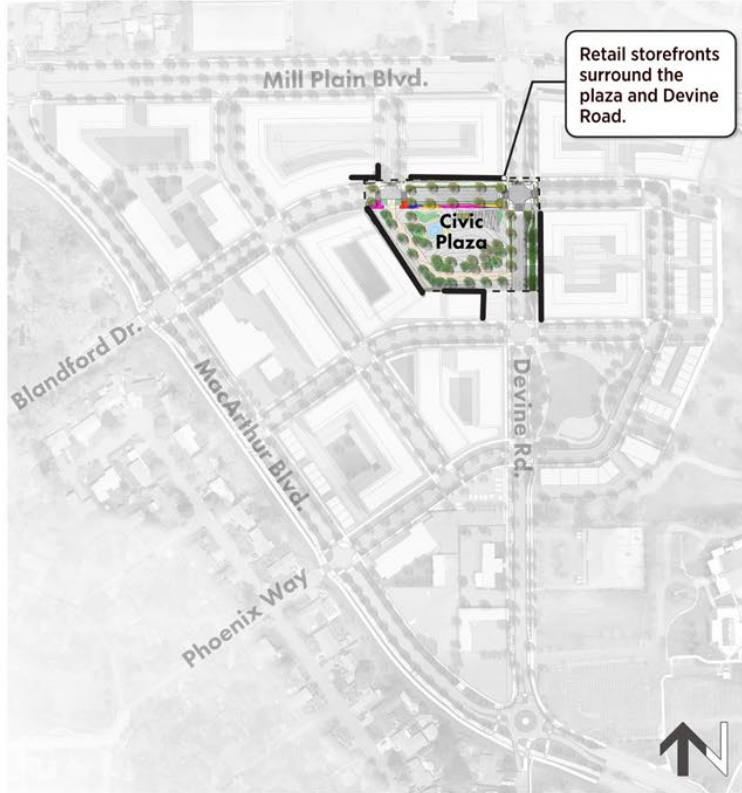


Neighborhood Park (Before)

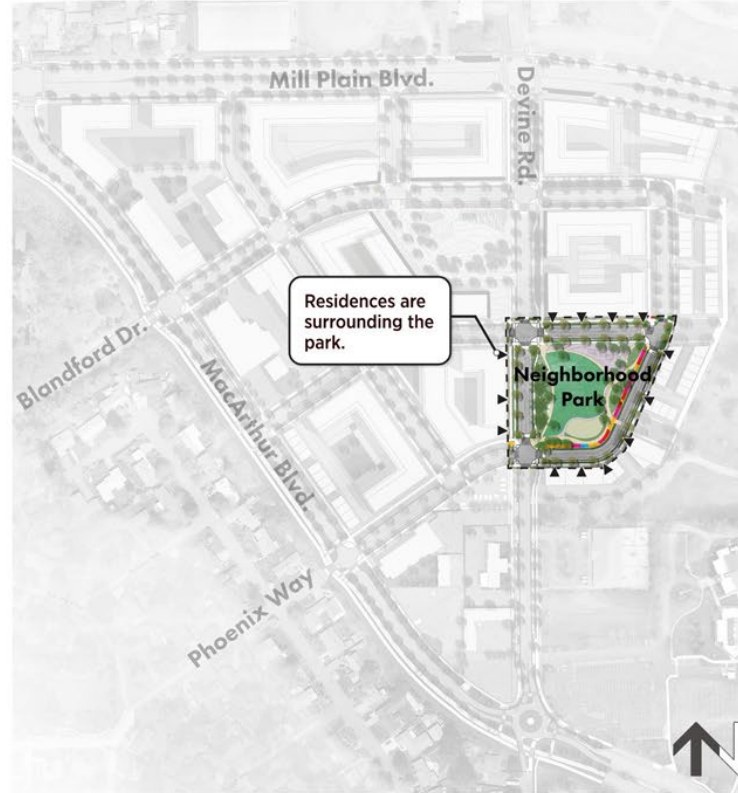


Grand Loop (Before)

TMRA Refinements - After



Civic Plaza (After)



Neighborhood Park (After)



Grand Loop (After)

Revised TMRA Plan



Community Outreach

- Open House
- City Council Workshop
- Commission Presentations
 - CAHC
 - TMC
 - PRAC
 - Planning Commission
- Community Stakeholders
- Online surveys



Summary of Proposed HX Code Changes

- Update the *Ground Floor Use Map*, Figure 20.670-2 consistent with the Master Plan refinements for street layout and block formation.
- Modify the Ground-Floor Use Regulations by Frontage Type to promote active retail, entertainment, and dining oriented to the Civic Plaza.
- Adjust portions of text to maintain consistency and delete some unclear or non-essential narrative.
- Add a new standard to regulate off-street parking access by limiting vehicle pedestrian, and bicycle conflicts and better promote non-motorized access and use of the Grand Loop.

VMC 20.670.030 Regulations of Uses

B. Ground Floor Use Regulation by Frontage Type

1. Commercial frontage:

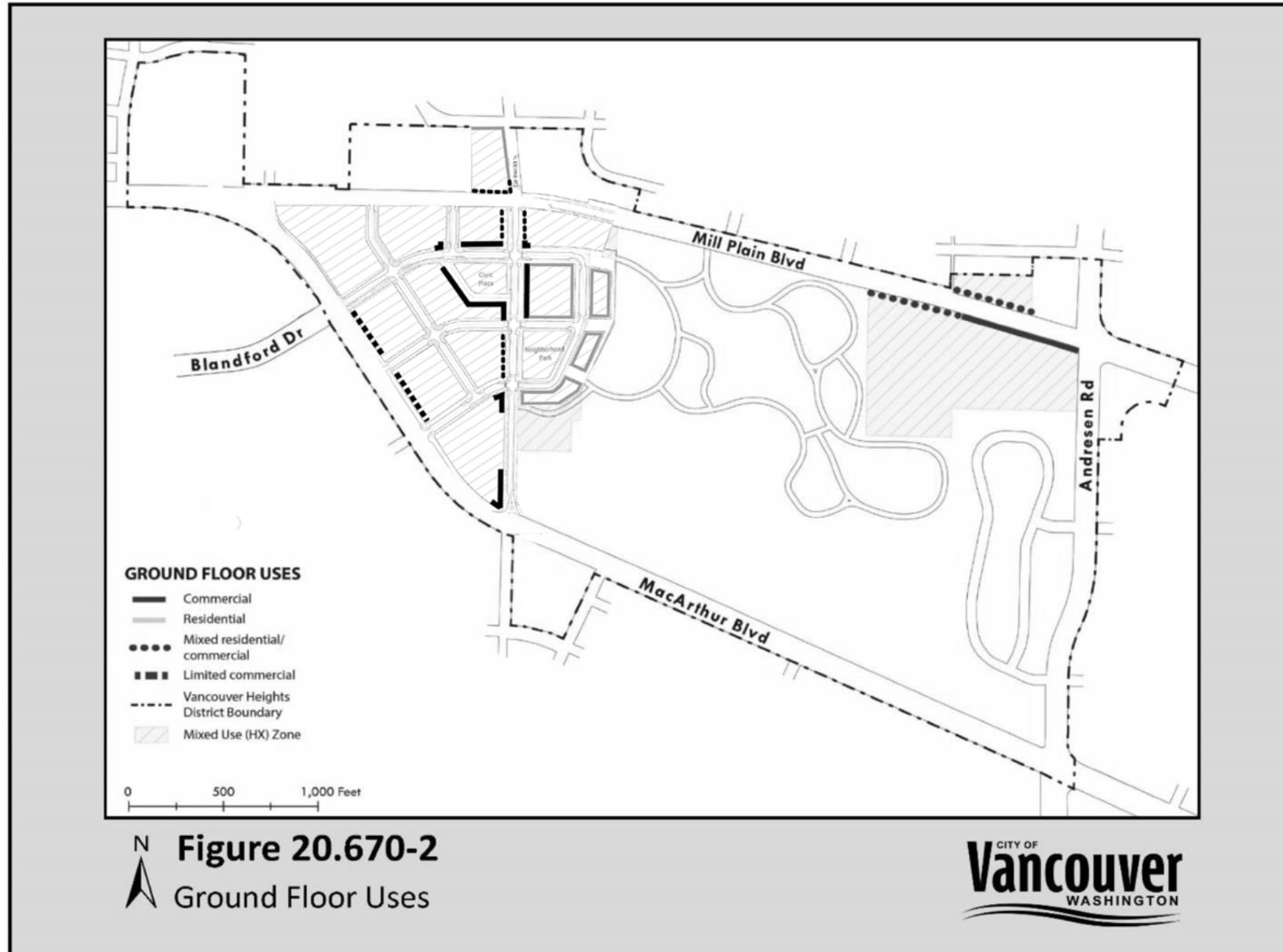
~~a. All commercial uses, except office uses allowed.~~

a. Only the following commercial uses are allowed—sales-oriented retail; eating, drinking and entertainment establishments; fitness center and community center.

~~a. Residential uses prohibited except residential lobbies and entrances associated with upper story residential uses are allowed but limited to 25% of the total length of the street frontage~~

b. Residential and office uses prohibited except lobbies and entrances associated with upper story-uses are allowed but limited to 25% of the total length of the street frontage

Revised Ground Floor Uses Map



VMC 20.670.040

A. MASSING AND SCALE

Ground floor plane. For buildings five stories and above, the maximum ground floor plate area shall not exceed 16,000 square feet. An option to this standard is to demonstrate significant massing breaks in the building façade to include **recessed** breaks **(minimum of 20 feet in length and depth)** and ground plane openings as pedestrian connections.

VMC 20.670.040

B. MODULATION AND FAÇADE ARTICULATION

4. Building entry. Main entrances shall be easily identifiable through the use of building articulation and modulation. ~~Avoid recessed doorways to provide high visibility from the public way.~~

VMC 20.670.040

D. ROOF FORMS

1. *Roof lines.* The length of any continuous flat roofline shall not exceed more than **165 feet** ~~100 feet~~ without modulation. ~~The minimum modulation for roof lines is 3 feet.~~

Limited Access Standard



Summary of Plan Refinements

Plan Refinements	How Code Changes Reflect Plan Refinements
Re-orientation of Plaza, Park & Grand Loop	Updating Ground Floor Uses Map
Changes to block structure	1. Updating Ground Floor Uses Map 2. Narrowing the types of retail centered around the Civic Plaza 3. New limited access standard



Next Steps

- Planning Commission public hearing on code changes May 9th
- Council public hearings on code changes late Spring

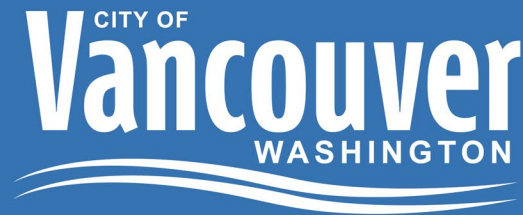
OVERVIEW



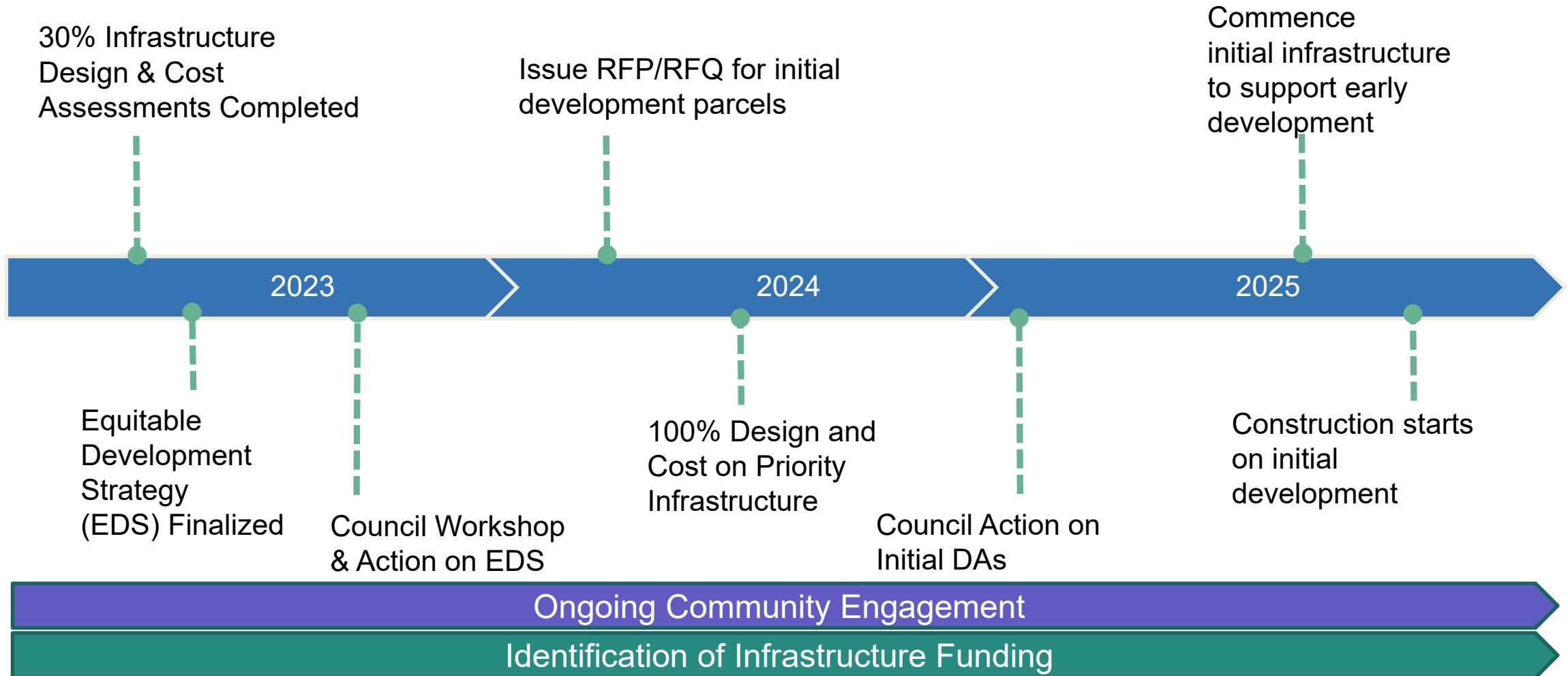
Questions & Discussion

Thank You

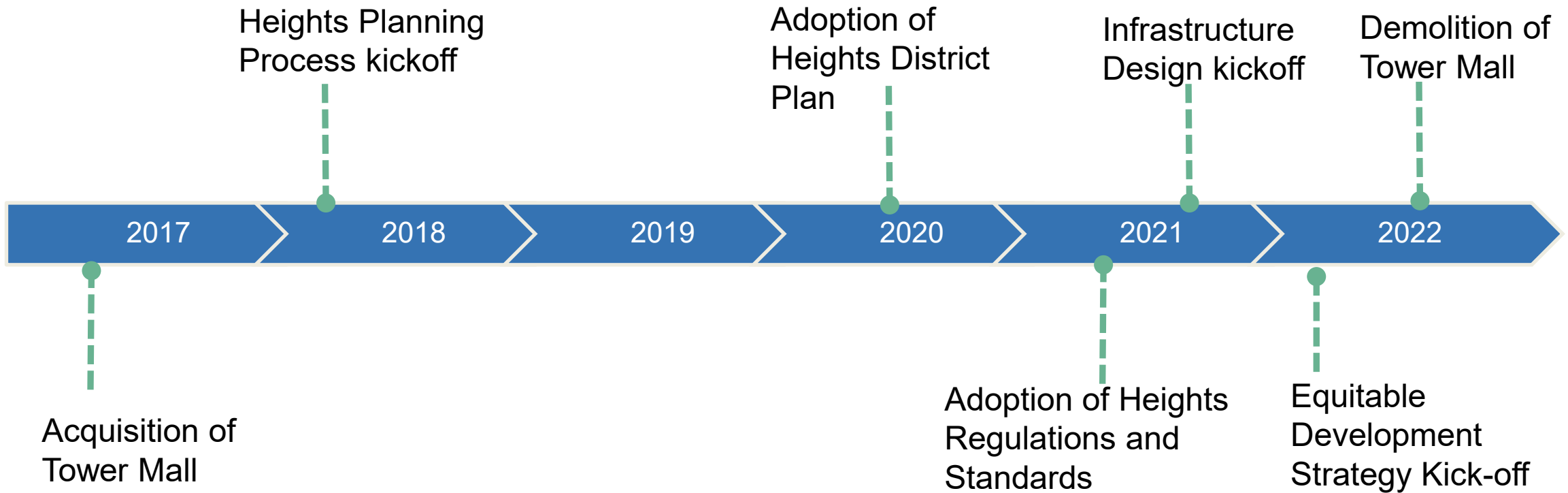
To learn more, visit www.beheardvancouver.org/heights-district-plan



Project Timeline



Project History





Staff Report: 052-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/10/2023

SUBJECT 2023 East Curb Ramps

Key Points

- Under the City's 2023 Street Preservation and Resurfacing contracts, the City is resurfacing streets with hot mix asphalt (HMA) overlay treatments and preserving streets with microsurfacing and cape seal treatments.
- Per the Federal Highway Administration (FHWA), streets receiving treatments that are considered an alteration are required to be upgraded so that existing curb ramps meet current ADA requirements. Alterations include HMA overlay treatments, cape seals and microsurfacing.
- Project includes construction of 38 curb ramps at 35 locations. Approximate curb ramp locations are shown on the attached vicinity map.
- City maintenance crews do not have the available labor or equipment to do the type of work being done as part of this project.

Strategic Plan Alignment

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

Present Situation

The City is issuing three separate curb ramp contracts this year as part of its 2023 pavement management program. These contracts include the "2023 East Curb Ramps", the "2023 West Curb Ramps" and the "2023 Fourth Plain Blvd 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 2023 East Curb Ramps contract only. Recommendation to award the 2023 West Curb Ramps project will follow at a later date. The 2023 Fourth Plain Blvd Curb Ramps project was awarded on April 3, 2023.

On March 21, 2023, the City received four bids for the subject project. The bids ranged between \$376,000.00 and \$455,154.00. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Advanced Excavating Specialists, LLC, Kelso, WA	\$376,000.00
Halme Excavating, Inc., Battle Ground, WA	\$398,525.00
Western United Civil Group, Yacolt, WA	\$416,630.00
Clark & Sons Excavating, Inc., Battle Ground, WA	\$455,154.00
Engineers' Estimate	\$450,000.00

The Engineers' Estimate was below the threshold to require an Apprenticeship Utilization Goal for this project.

Advantage(s)

1. Will construct curb ramps in advance of the annual paving contract, which will allow the paving to be done much faster and more efficiently.
2. Will ensure that cuts in the street from ramp construction will be completed before the final paving, which will prolong the life of the new pavement.
3. Will install ADA compliant curb ramps at intersections with sidewalks that currently lack ramps.

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 through construction zones, 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 within a few days at each location.

Budget Impact

The project is currently funded through the Pavement Management Program in the Street Fund (\$376,000.00). No additional budget appropriation is required.

Prior Council Review

None

Action Requested

On April 10, 2023, award a construction contract for the 2023 East Curb Ramps Project to the lowest responsive and responsible bidder, and authorize the City Manager or their designee to sign a contract with Advanced Excavating Specialists, LLC, Kelso, WA at their bid price of \$376,000.00, which includes Washington State sales tax.

Ryan Lopossa, Transportation Division Manager, 360-487-7706

ATTACHMENTS:

- ▣ Contract
- ▣ 2023 East Curb Ramps Vicinity Map



**CONSTRUCTION CONTRACT # C-101180
BID 23-12: 2023 EAST CURB RAMPS**

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 Advanced Excavating Specialists LLC, 1200 Hazel St, Kelso, WA 98626 (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

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

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 23-12 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 curbs, sidewalks, excavation, minor paving, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The Contract work shall be fully complete within 45 Working Days from the Notice to Proceed 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 includes 8.6% Washington State Sales Tax (if applicable) \$376,000 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	\$3,000,000
Annual Aggregate	\$6,000,000

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

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

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

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

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

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

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

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

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

13. **PAYMENT TO THE CONTRACTOR:** Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate pending all compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth

herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the City.

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

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

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

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

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

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

provide the services or project deliverables under this Contract shall remain property of the original City.

- 16. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.

- 23. 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 it’s sureties for said breach or default, including but not limited to termination of this Contract for convenience.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.

28. BINDING EFFECT: The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.

29. RATIFICATION: Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

30. 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. Addenda to the Solicitation,
4. The Solicitation,
5. Contractor's Bid,
6. Special Provisions,
7. Contract Plan Set,
8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
9. City of Vancouver Standard Plans.

31. 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:
Chad Rorabaugh
Advanced Excavating Specialists
1200 Hazel St
Kelso, WA 98626
chad@advexc.us

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:

Advanced Excavating Specialists LLC

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

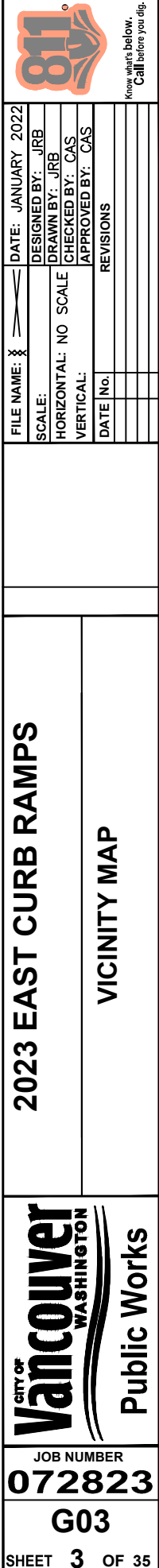
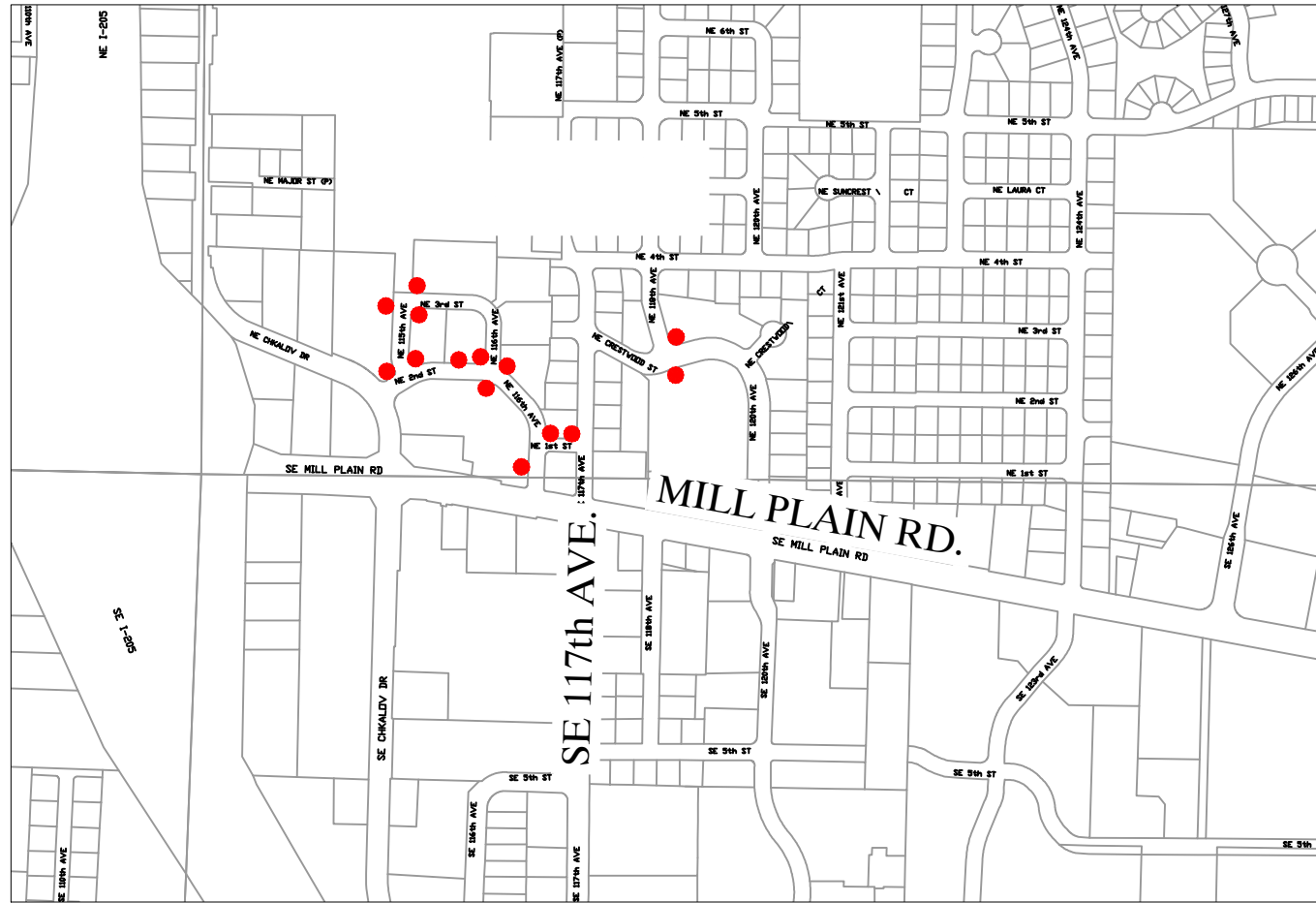
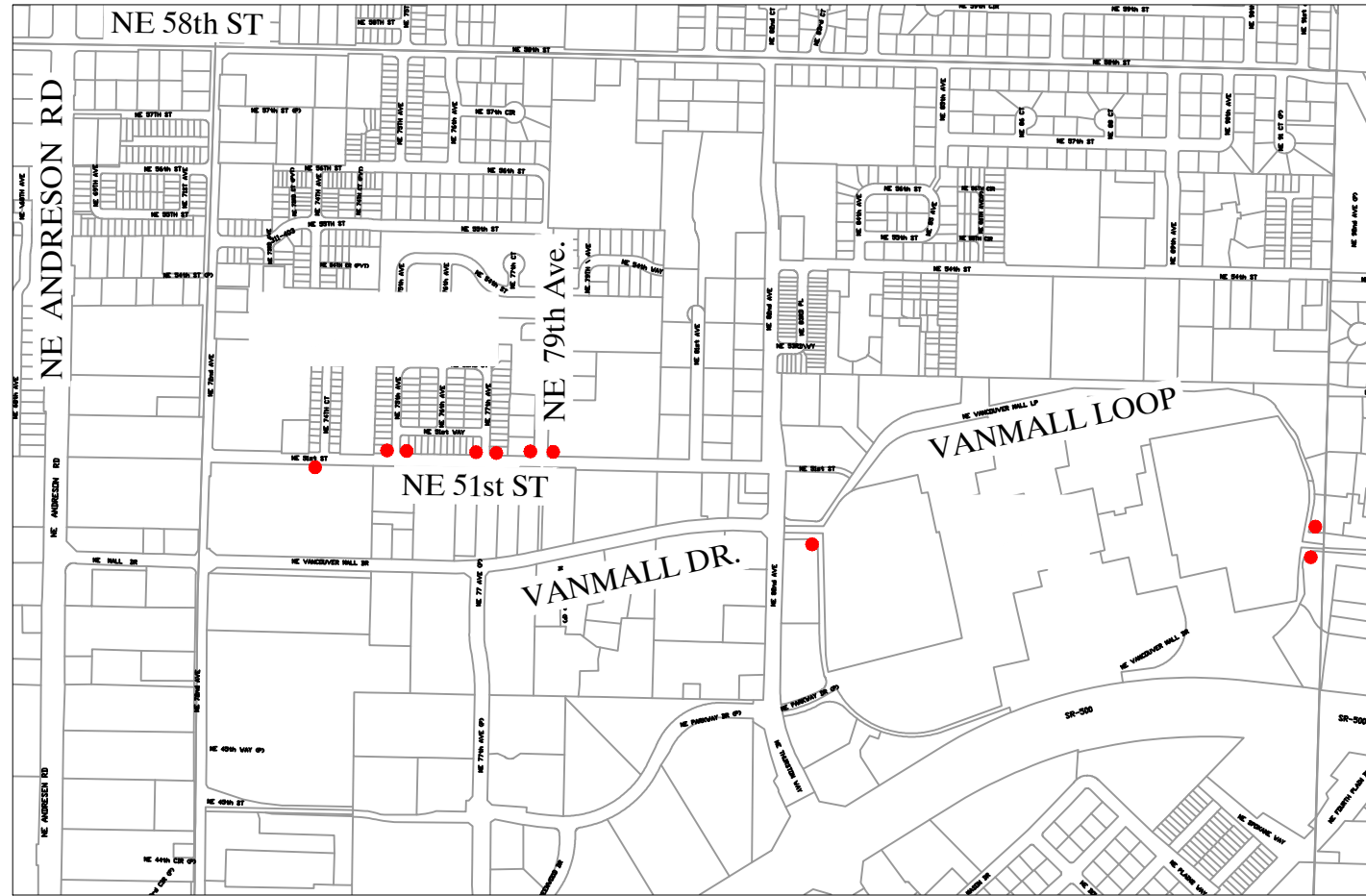
Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney





Staff Report: 053-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/10/2023

SUBJECT 2023 Crack Sealing and Mastic Repair 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.
- Crack sealing is one of the most cost effective methods for extending pavement life and this contract will complete crack sealing on approximately 86 lane miles of street.
- Contracting this work out is the most cost-effective way to prolong pavement life through this season work; city maintenance crews do not have the capacity or equipment to do the quantity of work in this project while completing other operations and maintenance responsibilities.

Strategic Plan Alignment

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

Present Situation

This project is being constructed as part of the pavement management program. This project involves crack sealing streets that will receive preservation treatments including slurry seals, AR chip seals, microsurfacing, and cape seals this summer. Pavement cracks need to be sealed before these treatments can be applied to the street. The project also involves crack sealing additional streets that will receive preservation treatments in future years. Crack sealing extends pavement life by keeping water out of the cracks resulting in less pavement deterioration. Mastic repairs will be performed on cracks and holes wider than one inch.

The City received bids for the 2021 Crack Sealing and Mastic Repairs project On April 20, 2021. The project was awarded to BVC Inc, of Wenatchee, Washington. The City reserved the right to extend the contract for two (2) one (1) year periods with the same terms and conditions and the option to review unit prices for adjustment due to inflation and amount of work.

At the end of 2022, the City discussed a contract extension with BVC Inc and decided that it was in our best interests to do so. On March 17, 2023, the City received a quote from BVC Inc to do this year's crack sealing for \$415,500.00.

Advantage(s)

1. Will result in improved pavement on approximately 86 lane miles of streets in Vancouver, protecting the City's investment in its street network.
2. The City of Vancouver is making the best use of limited funds and saving on administrative costs and time during the bidding process by extending the contract.
3. Will reduce overall 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 crack sealed areas almost immediately. Traffic will need to avoid driving over areas that are repaired with mastic until it sets up. This will take about 30 minutes, but these areas will be made visible with traffic cones.
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 within a few days at each location.

Budget Impact

The project is currently funded through the Pavement Management Program in the Street Fund. No additional budget appropriation is required.

Prior Council Review

None

Action Requested

On April 10, 2023, amend the BVC Inc, of Wenatchee, Washington construction contract for the 2032 Crack Sealing and Mastic Repairs for one (1) additional year for their adjusted bid price of \$415,500.00, which includes Washington State sales tax.

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

ATTACHMENTS:

- ▣ Contract Amendment #2
- ▣ Contract Amendment #1
- ▣ Contract

CONTRACT #C-100615

AMENDMENT No. 2

ITB 21-19: 2021 Crack Sealing and Mastic Repairs

This Agreement amends the public works Contract number C-100615 by and between the City of Vancouver, hereinafter referred to as “City”, and BCV, Inc hereinafter referred to as "Contractor", whose address is PO Box 2898, Wenatchee, WA 98807, for services offered.

This amendment amends the original Contract as follows:

1. This Work shall be performed on the streets listed “2023 City of Vancouver Crack Sealing Streets List” attached herein and by reference made part of this Amendment.
2. Section 6 Compensation and Schedule of Payments shall increase the contract amount by \$415,500.00 as detailed attached herein spreadsheet “2023 Crack Sealing and Mastic Repair Project Proposal” and hereby reference made part of this Amendment. Any changes must be approved by written change order on City authorized forms and signed by all parties.
3. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
BCV, Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

				2023 Crack Sealing and Mastic Repair Project		
				City of Vancouver		
				Bid Form		
Item No.	WSDOT Section	Approx. Quantity	Unit of Measure	DESCRIPTION	Unit Price	Total Price
1	1-10.5	1	LS	Project Temporary Traffic Contol	\$4,000.00	\$4,000.00
2	1-10.5	1,000	HR	Flaggers and Spotters	\$65.00	\$65,000.00
2	5-03.5*	600,000	LF	Crack Sealing	\$0.54	\$324,000.00
3	5-03.5*	7,500	LB	Mastic Repair	\$3.00	\$22,500.00
						\$415,500.00

2023 City of Vancouver Crack Sealing Streets List (Preservation Streets)

MAP #	STREET NAME	FROM STREET NAME	TO STREET NAME	WIDTH	LENGTH	AREA (SY)	TREATMENT	Complete Maps 1 through 12 by Sept. 1
1	NE 122ND AVE NE 122ND AVE NE 122ND AVE NE 122ND AVE NE 122ND AVE NE 122ND AVE	NE 39TH ST NE 39TH ST NE 40TH CIR NE 42ND ST NE 44TH ST NE 46TH ST	NE 49TH ST NE 40TH CIR NE 42ND ST NE 44TH ST NE 46TH ST NE 49TH ST	210 386 530 640 685	35 35 35 26 26	817 1501 2061 1849 1979 8207	MICROSURFACING - TYPE 2	
2	NE 28TH ST NE 28TH ST NE 28TH ST NE 28TH ST NE 28TH ST NE 28TH ST NE 28TH ST NE 28TH ST NE 28TH ST NE 28TH ST NE 28TH ST NE 28TH ST NE 28TH ST NE 28TH ST	NE 112TH AVE NE 112TH AVE NE 114TH AVE NE 115TH AVE NE 119TH AVE NE 124TH AVE NE 124TH AVE NE 127TH AVE NE 127TH AVE NE 129TH AVE NE 132ND AVE NE 132ND AVE NE 135TH AVE NE 135TH AVE NE 138TH AVE NE 138TH AVE NE 141ST AVE NE 141ST AVE NE 143RD AVE NE 143RD AVE NE 144TH CT NE 144TH CT	NE 145TH AVE NE 114TH AVE NE 115TH AVE NE 119TH AVE NE 124TH AVE NE 124TH AVE NE 127TH AVE NE 129TH AVE NE 129TH AVE NE 132ND AVE NE 135TH AVE NE 138TH AVE NE 141ST AVE NE 143RD AVE NE 144TH CT NE 145TH AVE	965 355 785 1430 146 782 350 850 835 825 650 475 452 247	58 43 46 46 46 46 46 46 42 42 45 45 42	6219 1696 4012 7309 748 3997 1789 4344 3897 3850 3250 2375 2260 1155 46901	MICROSURFACING - TYPE 3	
3	NE 136TH AVE NE 136TH AVE NE 136TH AVE NE 136TH AVE NE 138TH AVE	NE 4TH ST NE 4TH ST NE 9TH ST NE LEROY HAAGEN MEMORIAL DR NE 136TH AVE	NE 18TH ST NE 9TH ST NE LEROY HAAGEN MEMORIAL DR NE 138TH AVE NE 18TH ST	1900 1010 295 765	63 63 63 63	13300 7070 2065 5355 27790	MICROSURFACING - TYPE 3	
4	AIRPORT GREEN NEIGHBORHOOD	WEST OF HEARTHWOOD BLVD	BTWN SE 1ST ST & SE 9TH ST				CAPE SEAL WITH SLURRY	
4	NE 6TH ST	NE 139TH AVE	NE 139TH AVE	250	40	1111	CAPE SEAL WITH SLURRY	
4	NE 6TH ST	NE 139TH AVE	NE HEARTHWOOD BLVD	375	40	1667	CAPE SEAL WITH SLURRY	
4	NE 7TH CIR	END SECTION	NE HEARTHWOOD BLVD	350	40	1556	CAPE SEAL WITH SLURRY	
4	NE 7TH WY	NE 138TH AVE	NE HEARTHWOOD BLVD	625	40	2778	CAPE SEAL WITH SLURRY	
4	NE 8TH ST	NE 138TH AVE	NE HEARTHWOOD BLVD	625	40	2778	CAPE SEAL WITH SLURRY	
4	NE 138TH AVE	NE AIRPORT DR	NE 6TH ST	575	40	2556	CAPE SEAL WITH SLURRY	
4	NE 138TH AVE	NE 6TH ST	NE 7TH WY	575	40	2556	CAPE SEAL WITH SLURRY	
4	NE 138TH AVE	NE 7TH WY	NE 8TH ST	250	40	1111	CAPE SEAL WITH SLURRY	
4	NE 139TH AVE	NE PIPER RD	NE 6TH ST	400	40	1778	CAPE SEAL WITH SLURRY	
4	NE 140TH AVE	NE AIRPORT DR	NE PIPER RD	250	40	1111	CAPE SEAL WITH SLURRY	
4	NE 144TH AVE	NE PIPER RD	NE HEARTHWOOD BLVD	300	40	1333	CAPE SEAL WITH SLURRY	
4	NE AIRPORT DR	NE 138TH AVE	NE 140TH AVE	400	40	1778	CAPE SEAL WITH SLURRY	
4	NE AIRPORT DR	NE 140TH AVE	NE PIPER RD	872	40	3876	CAPE SEAL WITH SLURRY	
4	NE PIPER RD	NE 139TH AVE	NE 140TH AVE	300	40	1333	CAPE SEAL WITH SLURRY	
4	NE PIPER RD	NE 140TH AVE	NE 144TH AVE	375	40	1667	CAPE SEAL WITH SLURRY	
4	NE PIPER RD	NE 144TH AVE	NE AIRPORT DR	225	40	1000	CAPE SEAL WITH SLURRY	
4	NE COAST PINE AVE	NE JUNIPER AVE	NE HEARTHWOOD BLVD	600	32	2133	CAPE SEAL WITH SLURRY	
4	NE JUNIPER AVE	NE COAST PINE AVE	NE HEARTHWOOD BLVD	400	40	1778	CAPE SEAL WITH SLURRY	
						33898		
5	NE 18TH ST NE 18TH ST NE 18TH ST NE 18TH ST NE 18TH ST NE 18TH ST NE 18TH ST	NE 162ND AVE NE 162ND AVE NE 164TH AVE NE 172ND AVE NE 177TH AVE NE 179TH PL NE 179TH PL NE 187TH AVE	NE 192ND AVE NE 164TH AVE CITY BOUNDARY NE 177TH AVE NE 179TH PL NE 187TH AVE NE 192ND AVE	574 227 1250 535 1950 1290	50 50 50 35 30 30	3191 1260 6944 2081 6500 4300 24276	ASPHALT RUBBER CHIP SEAL	
6	SE MILL PLAIN BLVD SE MILL PLAIN BLVD SE MILL PLAIN BLVD SE MILL PLAIN BLVD SE MILL PLAIN BLVD SE MILL PLAIN BLVD SE MILL PLAIN BLVD SE MILL PLAIN BLVD SE MILL PLAIN BLVD SE MILL PLAIN BLVD SE MILL PLAIN BLVD SE MILL PLAIN BLVD	SE 136TH AVE SE 136TH AVE SE 139TH AVE SE OLYMPIA DR SE PARKCREST AVE SE 148TH AVE SE 148TH AVE SE 155TH AVE SE 155TH AVE SE 157TH AVE SE 160TH AVE SE 160TH AVE SE 164TH AVE SE 164TH AVE SE 168TH AVE	SE 172ND AVE SE 139TH AVE SE OLYMPIA DR SE PARKCREST AVE SE 148TH AVE SE 155TH AVE SE 157TH AVE SE 160TH AVE SE 164TH AVE SE 164TH AVE SE 164TH AVE SE 168TH AVE SE 172ND AVE	740 835 1050 465 1580 910 900 865 1460 950	68 68 68 68 68 68 68 68 68 68 68 68	5591 6309 7933 3513 11938 6876 6800 6536 11031 7178 73704	MICROSURFACING - TYPE 3	
7	SE 10TH ST	BRIDGE	SE CHKALOV DR	110	66	807	CAPE SEAL WITH MICRO	
7	SE 136TH AVE	SE MCGILLIVRAY BLVD	SE 14TH ST	390	62	2687	CAPE SEAL WITH MICRO	
8	SE CASCADE PARK DR SE CASCADE PARK DR SE CASCADE PARK DR SE CASCADE PARK DR SE CASCADE PARK DR	SE TALTON AVE SE TALTON AVE SE 138TH AVE SE BELLA VISTA AVE SE BELLA VISTA AVE SE BRIARWOOD DR	SE 162ND AVE SE 138TH AVE SE BELLA VISTA AVE SE BELLA VISTA RD SE 162ND AVE	560 1000 545 5405	64 39 39 35	3982 4333 2362 21019 31697	MICROSURFACING - TYPE 2	
9	SE 164TH AVE SE 164TH AVE SE 164TH AVE SE 164TH AVE SE 164TH AVE SE 164TH AVE SE 164TH AVE SE 164TH AVE SE 164TH AVE	Evergreen Hwy Evergreen Hwy SR14 SE 34TH ST SE VILLAGE LOOP SE MCGILLIVRAY BLVD SE VILLAGE LOOP SE 15TH ST SE 15TH ST SE 12TH ST SE 12TH ST	SE MILL PLAIN BLVD SR14 SE 34TH ST SE VILLAGE LOOP SE MCGILLIVRAY BLVD SE VILLAGE LOOP SE 15TH ST SE 15TH ST SE MILL PLAIN BLVD	1585 1275 1500 800 1270 700 1250	68 68 68 68 68 68 68 68	11976 9633 11333 6044 9596 5289 9444 63316	MICROSURFACING - TYPE 3	
10	SE 34TH ST SE 34TH ST SE 34TH ST SE 34TH ST SE 34TH ST SE 34TH ST SE 34TH ST SE 34TH ST SE 34TH ST SE 34TH ST	SE 162ND AVE SE 164TH AVE SE 168TH AVE SE 172ND AVE SE 176TH AVE SE 177TH AVE SE HIDDENBROOK DR SE HIDDENBROOK DR SE 189TH AVE SE 192ND AVE SE 196TH AVE	CITY BOUNDARY (PAST SE 196TH AVE) SE 168TH AVE SE 172ND AVE SE 176TH AVE SE 177TH AVE SE HIDDENBROOK DR SE HIDDENBROOK DR SE 192ND AVE SE 196TH AVE CITY BOUNDARY	995 1150 905 360 1700 985 515 1500 319	65 60 60 48 48 48 48 64 64	7186 7667 6033 1920 9067 5253 2747 10667 2268 52808	MICROSURFACING - TYPE 3	
11	SE 192ND AVE SE 192ND AVE SE 192ND AVE SE 192ND AVE SE 192ND AVE SE 192ND AVE SE 192ND AVE	SOUTHERN RAMP @ SR14 RAMP BRIDGE RAMP SE BRADY RD SE COLUMBIA PALISADES DR SE COLUMBIA PALISADES DR SE 41ST DR SE 36TH ST SE 36TH ST	SE 34TH ST BRIDGE RAMP SE BRADY RD SE COLUMBIA PALISADES DR SE 41ST DR SE 36TH ST SE 34TH ST	82 216 442 827 827 170 355	50 50 72 74 74 80 105	456 1200 3536 6800 6800 1511 4142 24444	MICROSURFACING - TYPE 3	
12	MAIN ST/NE HWY 99 MAIN ST MAIN ST MAIN ST	W 39TH ST W 39TH ST NW 40TH ST MAIN ST	CITY BOUNDARY (BY TRAIN BRIDGE) NW 40TH ST NW 45TH ST NE HIGHWAY 99	50 50 38	435 1260 705	2417 7000 2977	ASPHALT RUBBER CHIP SEAL ASPHALT RUBBER CHIP SEAL ASPHALT RUBBER CHIP SEAL ASPHALT RUBBER CHIP SEAL	

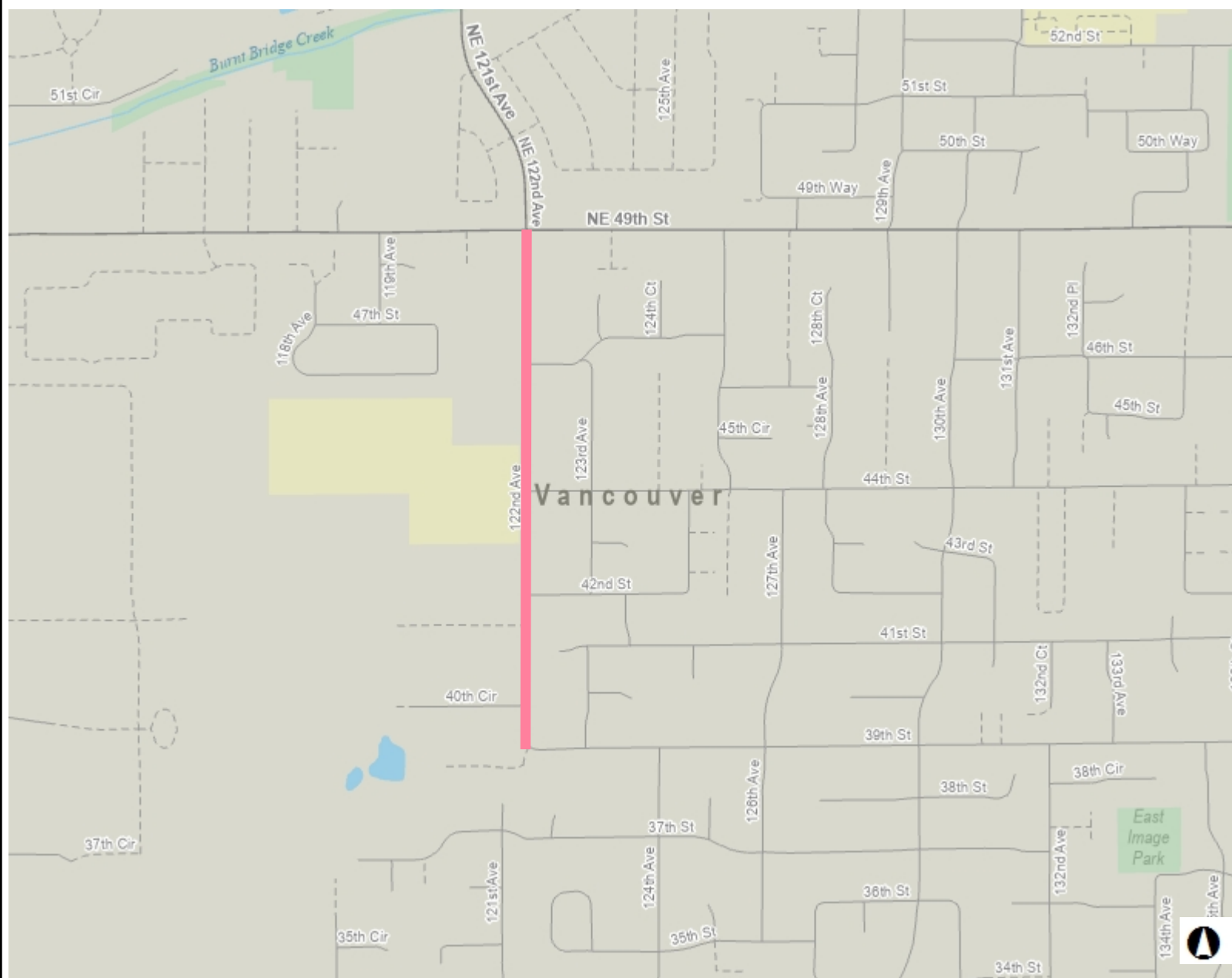
	MAIN ST	NW 45TH ST	NE HIGHWAY 99	50	753	4183	ASPHALT RUBBER CHIP SEAL
	NE HIGHWAY 99	MAIN ST	NE HAZEL DELL AVE	50	753	4183	ASPHALT RUBBER CHIP SEAL
	NE HIGHWAY 99	BRIDGE	ROSS ST	36	473	1893	ASPHALT RUBBER CHIP SEAL
	NE HIGHWAY 99	ROSS ST	CITY BOUNDARY	85	768	7257	ASPHALT RUBBER CHIP SEAL
						29910	
13	E MC LOUGHLIN BLVD	G ST	EAST RESERVE ST				ASPHALT PAVING (Seal bike lanes & parking areas only) Complete Maps 13 and 14 by May 1
	E MC LOUGHLIN BLVD	G ST	FORT VANCOUVER WAY	1830	64	13013	ASPHALT PAVING
	E MC LOUGHLIN BLVD	FORT VANCOUVER WAY	EAST RESERVE ST	2105	64	14969	ASPHALT PAVING
						27982	
14	SE ELLSWORTH RD	SE EVERGREEN HWY	SE 23RD ST	20	535	1189	MICROSURFACING - TYPE 3

2023 City of Vancouver Crack Sealing Streets List (2023 Slurry Seal Streets)

MAP #	NEIGHBORHOOD(S)	FROM STREET NAME	TO STREET NAME	WIDTH	LENGTH	AREA	Complete Maps 1 through 8 by May 1, 2023
1	WEST MINNEHAHA	WEST OF ST JAMES	BTWN NE 49TH ST & NE 53RD ST				
1	NE 24TH AVE	END SECTION	NE 52ND ST	28	155	482	
1	NE 24TH AVE	NE 52ND ST	NE 53RD ST	28	105	327	
1	NE 25TH PL	END SECTION	NE 53RD ST	28	385	1198	
1	NE 26TH AVE	NE 49TH ST	NE 50TH CIR	24	262	699	
1	NE 26TH AVE	NE 50TH CIR	NE HAWTHORNE CIR	24	350	933	
1	NE 26TH AVE	NE HAWTHORNE CIR	NE 51ST ST	24	235	627	
1	NE HAWTHORNE CIR	NE 26TH AVE	CUL-DE-SAC	28	372	1157	
1	NE 28TH AVE	END SECTION	NE 51ST ST	28	529	1647	
1	NE 29TH AVE	NE 49TH ST	NE 51ST ST	28	874	2719	
1	NE 29TH AVE	NE 51ST ST	NE 53RD ST	30	378	1260	
1	NE 50TH CIR	NE 26TH AVE	CUL-DE-SAC	28	130	404	
1	NE 51ST ST	NE 26TH AVE	NE 28TH AVE	24	639	1704	
1	NE 51ST ST	NE 28TH AVE	END SECTION	24	129	345	
1	NE 51ST ST	END SECTION	NE 29TH AVE	15	120	200	
1	NE 51ST ST	NE 29TH AVE	END SECTION	20	60	133	
13835							
2	ROSE VILLAGE (NORTH)	NORTH OF E 33RD ST	BTWN L ST & ST JOHNS BLVD				
2	E 34TH ST	Y ST	ST JOHNS BLVD	34	430	1624	
2	E 35TH ST	Q ST	R ST	36	230	920	
2	E 35TH ST	S ST	T ST	36	230	920	
2	E 35TH ST	T ST	U ST	36	225	900	
2	E 37TH ST	R ST	S ST	24	370	987	
2	E 37TH ST	S ST	T ST	24	240	640	
2	E 37TH ST	T ST	U ST	24	246	656	
2	E 38TH LOOP	E 37TH ST	S ST	16	600	1067	
2	E 39TH ST	P ST	S ST	41	950	4328	
2	E 39TH ST	U ST	V ST	29	280	902	
2	L ST	E 37TH ST	END SECTION	39	230	997	
2	M ST	E 37TH ST	END SECTION	34	410	1549	
2	R ST	E 35TH ST	E 37TH ST	16	520	924	
2	R ST	E 37TH ST	E 37TH ST	23	220	562	
2	R ST	E 37TH ST	END SECTION	23	295	755	
2	T ST	E 35TH ST	E 37TH ST	35	630	2450	
2	T ST	E 37TH ST	E 39TH ST	35	495	1925	
2	U ST	E 35TH ST	E 37TH ST	35	605	2353	
2	V ST	E 33RD ST	E 35TH ST	35	515	2003	
2	W ST	E 33RD ST	E 35TH ST	30	520	1733	
2	W ST	E 35TH ST	END SECTION	34	170	642	
2	X ST	E 35TH ST	END SECTION	36	200	798	
2	Y ST	E 34TH ST	E 35TH ST	35	255	992	
2	Y ST	E 35TH ST	CUL-DE-SAC	35	512	1991	
2	Z ST	E 35TH ST	END SECTION	35	285	1108	
33726							
3	ROSE VILLAGE (SOUTH)	SOUTH OF E 33RD ST	BTWN I-5 & ST JOHNS BLVD				
3	E 27TH ST	O ST	P ST	25	245	681	
3	E 27TH ST	P ST	Q ST	36	230	920	
3	E 27TH ST	Q ST	R ST	36	235	940	
3	E 27TH ST	R ST	S ST	36	370	1480	
3	E 30TH ST	END SECTION	K ST	33	150	550	
3	E 30TH ST	K ST	L ST	31	240	827	
3	E 30TH ST	L ST	M ST	26	240	693	
3	E 30TH ST	M ST	N ST	30	240	800	
3	E 30TH ST	N ST	O ST	30	235	783	
3	E 30TH ST	O ST	P ST	23	250	639	
3	E 31ST ST	N ST	O ST	23	235	601	
3	E 31ST ST	O ST	P ST	23	240	613	
3	E 32ND ST	END SECTION	K ST	36	150	600	
3	E 32ND ST	K ST	L ST	30	240	800	
3	E 32ND ST	O ST	P ST	22	245	599	
3	E 32ND ST	P ST	Q ST	23	240	613	
3	E 32ND ST	S ST	T ST	30	225	750	
3	E 32ND ST	T ST	U ST	30	220	733	
3	M ST	E 32ND ST	E 33RD ST	30	225	750	
3	N ST	E 30TH ST	E 31ST ST	31	260	896	
3	N ST	E 31ST ST	E 32ND ST	30	250	833	
3	O ST	E FOURTH PLAIN BLVD	E 27TH ST	27	345	1035	
3	O ST	E 27TH ST	E 29TH ST	27	485	1455	
3	O ST	E 29TH ST	E 30TH ST	36	260	1040	
3	O ST	E 30TH ST	E 31ST ST	36	260	1040	
3	O ST	E 31ST ST	E 32ND ST	36	250	1000	
3	O ST	E 32ND ST	E 33RD ST	36	225	900	
3	Q ST	ST JOHNS BLVD	E 27TH ST	36	440	1760	
3	Q ST	E 27TH ST	E 29TH ST	36	480	1920	
3	Q ST	E 29TH ST	E 31ST ST	37	520	2138	
3	S ST	ST JOHNS BLVD	E 27TH ST	36	95	380	
3	S ST	E 27TH ST	E 28TH ST	36	255	1020	
3	S ST	E 28TH ST	E 29TH ST	36	220	880	
3	S ST	E 29TH ST	E 30TH ST	30	256	853	
3	S ST	E 30TH ST	E 32ND ST	30	558	1860	
3	S ST	E 32ND ST	E 33RD ST	30	220	733	
3	T ST	ST JOHNS BLVD	E 29TH ST	41	445	2027	
3	T ST	E 29TH ST	E 30TH ST	41	260	1184	
3	T ST	E 30TH ST	E 32ND ST	41	504	2296	
3	V ST	ST JOHNS BLVD	E 29TH ST	38	180	760	
3	W ST	END SECTION	E 32ND ST	30	225	750	
3	X ST	ST JOHNS BLVD	E 32ND ST	36	407	1628	
42761							
4	VANCOUVER HEIGHTS	SOUTH OF MILL PLAIN BLVD	BTWN N ANDRESEN RD & MORRISON RD				
4	DELAWARE LN	N MORRISON RD	S KNOXVILLE WAY	40	235	1044	
4	FLINT WAY	TENNESSEE LN	KENTUCKY DR	34	255	963	
4	FLINT WAY	KENTUCKY DR	OHIO DR	34	820	3098	
4	FLINT WAY	OHIO DR	E MILL PLAIN BLVD	40	155	689	
4	KENTUCKY DR	ST LOUIS WAY	LOUISVILLE WAY	35	260	1011	
4	KENTUCKY DR	LOUISVILLE WAY	FLINT WAY	35	275	1069	
4	KENTUCKY DR	FLINT WAY	LEXINGTON WAY	35	270	1050	
4	KENTUCKY DR	LEXINGTON WAY	N KNOXVILLE WAY	35	265	1031	
4	N KNOXVILLE WAY	TENNESSEE LN	KENTUCKY DR	34	275	1039	
4	N KNOXVILLE WAY	KENTUCKY DR	DELAWARE LN	34	320	1209	
4	N KNOXVILLE WAY	DELAWARE LN	OHIO DR	34	300	1133	
4	LEXINGTON WAY	KENTUCKY DR	OHIO DR	34	680	2569	

4	LOUISVILLE WAY	KENTUCKY DR	OHIO DR	34	860	3249
4	OHIO DR	ST LOUIS WAY	LOUISVILLE WAY	34	255	963
4	OHIO DR	LOUISVILLE WAY	FLINT WAY	34	245	926
4	OHIO DR	FLINT WAY	LEXINGTON WAY	34	290	1096
4	OHIO DR	LEXINGTON WAY	S KNOXVILLE WAY	34	240	907
4	ST LOUIS WAY	MISSOURI DR	KENTUCKY DR	34	575	2172
4	ST LOUIS WAY	KENTUCKY DR	WICHITA DR	36	275	1100
4	ST LOUIS WAY	WICHITA DR	OHIO DR	34	635	2399
4	WICHITA DR	N ANDRESEN RD	ST LOUIS WAY	34	155	586
						29302
5	OLD EVERGREEN HWY	NORTH & SOUTH OF SE EVERGREEN HWY	BTWN SE 80TH AVE & HAWKS VIEW CT			
5	SE 80TH AVE	SE EVERGREEN HWY	END SECTION	26	350	1011
5	SE 82ND CT	SE EVERGREEN HWY	END SECTION	26	200	578
5	SE HAWKS VIEW CT	CUL-DE-SAC	SE EVERGREEN HWY	28	468	1456
						3045
6	VANCOUVER HEIGHTS & ELLSWORTH SPRINGS	SOUTH OF ST HELENS AVE	BTWN MIDDLE WY & 104TH AVE			
6	SE 94TH AVE	END SECTION	SE BUTTE AVE	34	250	944
6	SE 94TH AVE	SE BUTTE AVE	ST HELENS AVE	34	775	2928
6	SE 95TH AVE	SE FRENCH RD	SE 15TH ST	40	175	778
6	SE 95TH AVE	SE 15TH ST	SE 14TH ST	40	625	2778
6	SE 95TH AVE	SE 14TH ST	SE 13TH ST	40	200	889
6	SE 95TH AVE	SE 13TH ST	SE 12TH ST	40	250	1111
6	SE 95TH AVE	SE 12TH ST	SE BUTTE AVE	40	190	844
6	SE 95TH AVE	SE BUTTE AVE	ST HELENS AVE	26	725	2094
6	SE 96TH AVE	SE 12TH ST	SE BUTTE AVE	40	350	1556
6	SE 96TH AVE	SE BUTTE AVE	ST HELENS AVE	34	805	3041
6	SE 97TH AVE	SE BUTTE AVE	ST HELENS AVE	34	860	3249
6	SE 98TH AVE	END SECTION	SE 12TH ST	34	290	1096
6	SE BUTTE AVE	SE COLUMBIA RIDGE DR	MT LASSEN AVE	22	620	1516
6	SE BUTTE AVE	MT LASSEN AVE	SE 94TH AVE	34	200	756
6	SE BUTTE AVE	SE 94TH AVE	SE 95TH AVE	40	235	1044
6	SE BUTTE AVE	SE 95TH AVE	SE 96TH AVE	40	250	1111
6	SE BUTTE AVE	SE 96TH AVE	SE 97TH AVE	34	350	1322
6	SE BUTTE AVE	SE 97TH AVE	SE 98TH AVE	34	300	1133
6	MT LASSEN AVE	SE COLUMBIA RIDGE DR	SE BUTTE AVE	22	790	1931
6	MT SHASTA DR	BEACON AVE	ST HELENS AVE	20	320	711
6	SE 12TH CIR	SE 104TH AVE	CUL-DE-SAC	40	130	578
6	SE 12TH ST	END SECTION	SE 95TH AVE	40	127	564
6	SE 12TH ST	SE 95TH AVE	SE 96TH AVE	40	225	1000
6	SE 12TH ST	SE 96TH AVE	SE 98TH AVE	40	675	3000
6	SE 12TH ST	SE 98TH AVE	SE 99TH AVE	40	350	1556
6	SE 12TH ST	SE 99TH AVE	SE 101ST AVE	40	250	1111
6	SE 12TH ST	SE 101ST AVE	SE 102ND AVE	40	350	1556
6	SE 12TH ST	SE 102ND AVE	SE 103RD AVE	40	275	1222
6	SE 12TH ST	SE 103RD AVE	SE 104TH AVE	40	250	1111
						42530
7	ELLSWORTH SPRINGS	SOUTH OF 14TH ST	BTWN SE 102ND AVE & SE 105TH AVE			
7	SE 15TH ST	SE 102ND AVE	SE 103RD AVE	40	225	1000
7	SE 15TH ST	SE 103RD AVE	SE 104TH CT	40	225	1000
7	SE 15TH ST	SE 104TH CT	SE 105TH CT	40	275	1222
7	SE 16TH ST	SE 102ND AVE	SE 103RD AVE	34	225	850
7	SE 102ND AVE	SE 16TH ST	SE 15TH ST	22	375	917
7	SE 103RD AVE	SE 16TH ST	SE 15TH ST	34	325	1228
7	SE 104TH CT	END SECTION	SE 15TH ST	34	575	2172
7	SE 105TH AVE	SE 105TH CT	SE 15TH ST	34	220	831
7	SE 105TH CT	CUL-DE-SAC	SE 105TH AVE	34	275	1039
						10259
8	SE 115TH CT	SE EVERGREEN HWY	CUL-DE-SAC	28	800	2489
						2489

Map #1 - City of Vancouver 2024 Preservation Streets -Image/North Image Neighborhoods

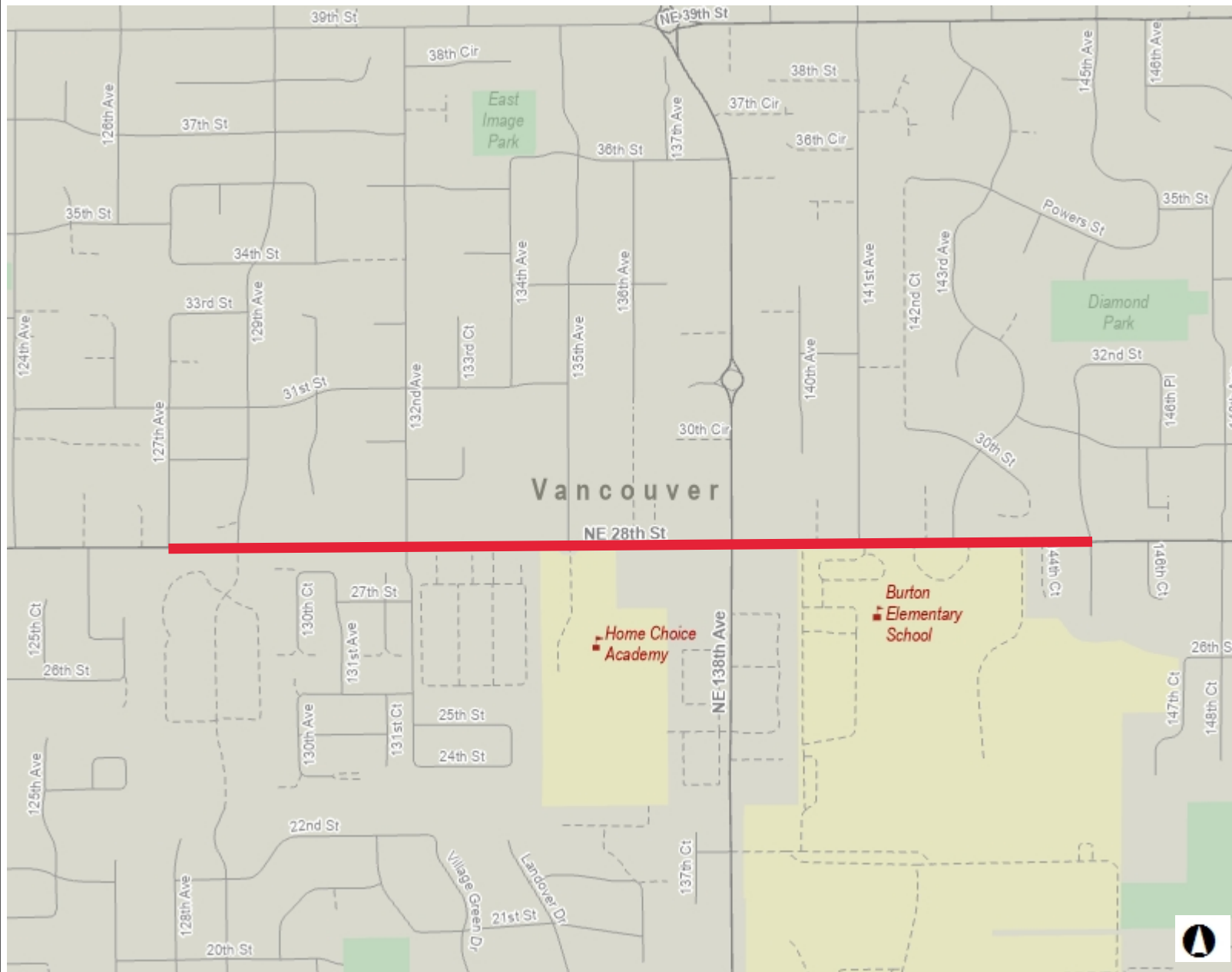


Notes:

 = Microsurfacing Type 2

1. Treatment limits will be marked in the field.
2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

Map #2 - City of Vancouver 2024 Preservation Streets - North Image Neighborhood

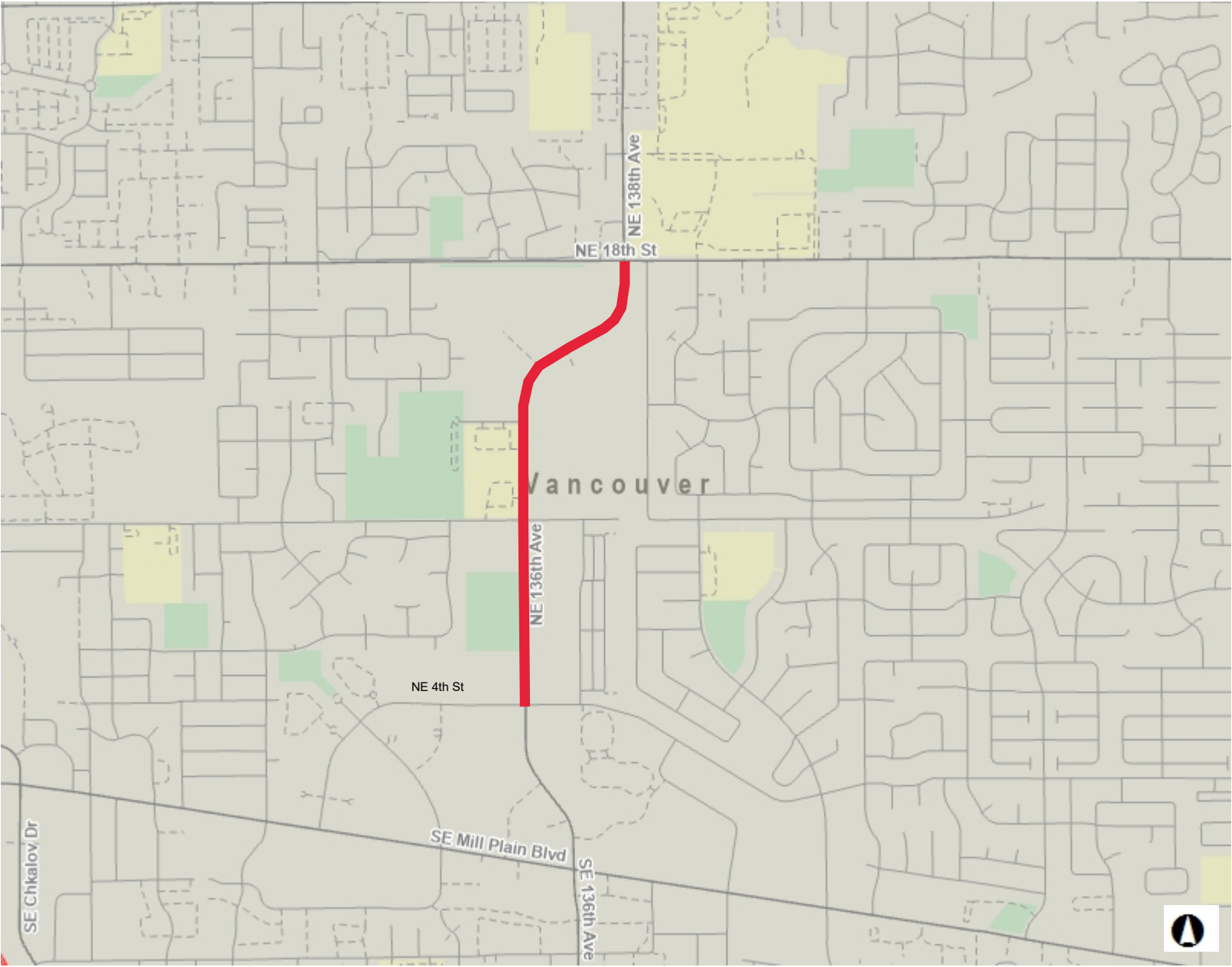


Notes:

 = Microsurfacing Type 3

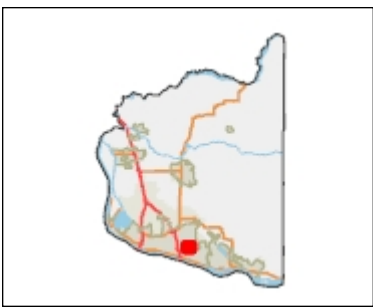
1. Treatment limits will be marked in the field.
2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

Map #3 City of Vancouver 2024 Preservation Streets - Fircrest



- Notes:
- 1. Treatment limits will be marked in the field.
 - 2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

Map #4 City of Vancouver 2024 Preservation Streets - Airport Green

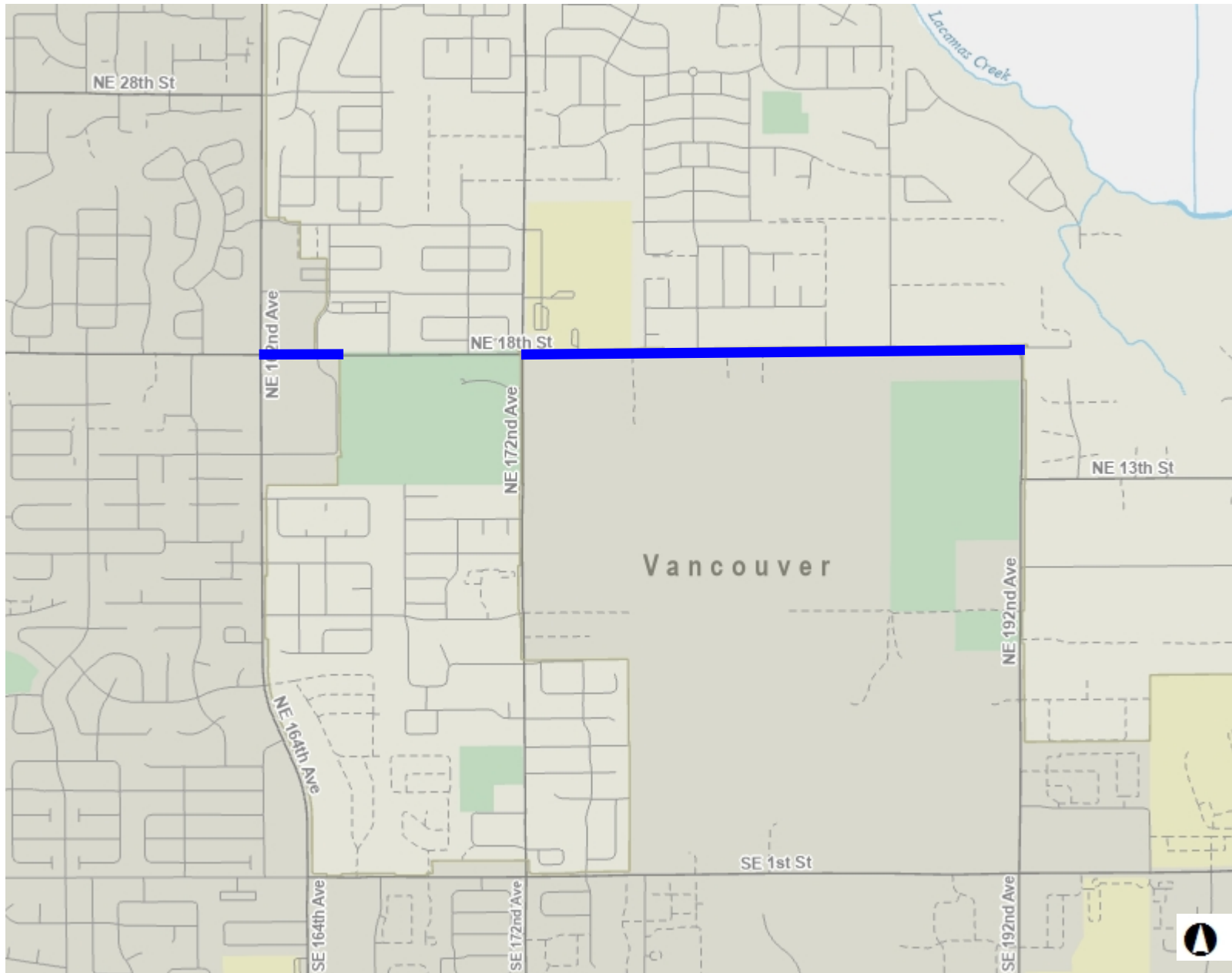


Notes:

 = Cape Seal with Slurry

1. Treatment limits will be marked in the field.
2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

Map #5 City of Vancouver 2024 Preservation Streets - NE 18th St



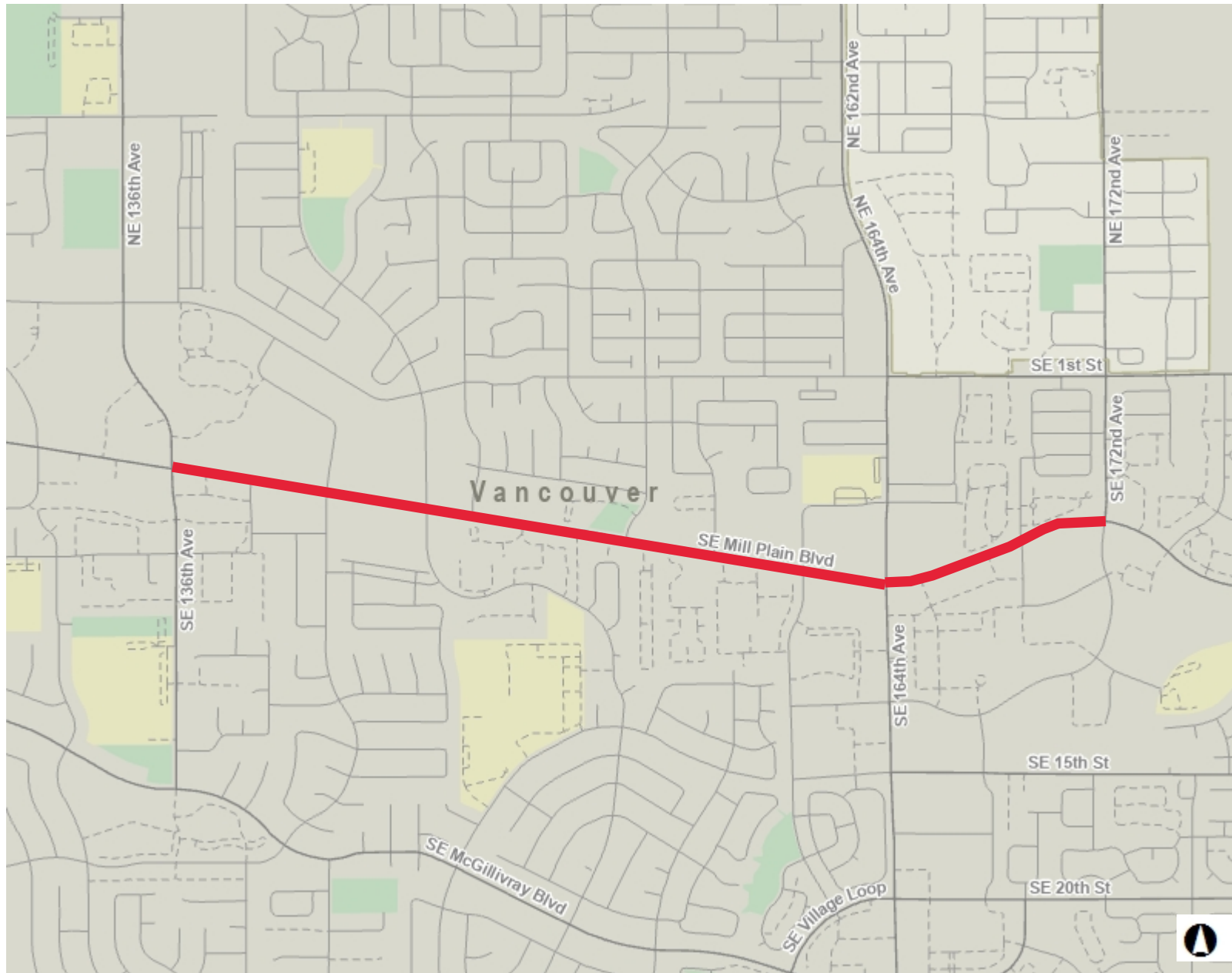
Notes:

■ = Asphalt Rubber Chip Seal

1. Treatment limits will be marked in the field.

2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

Map #6 City of Vancouver 2024 Preservation Streets - SE Mill Plain Blvd



Notes:

 = Microsurfacing Type 3

1. Treatment limits will be marked in the field.

2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

Map #7 City of Vancouver 2024 Preservation Streets - SE McGillivray Blvd

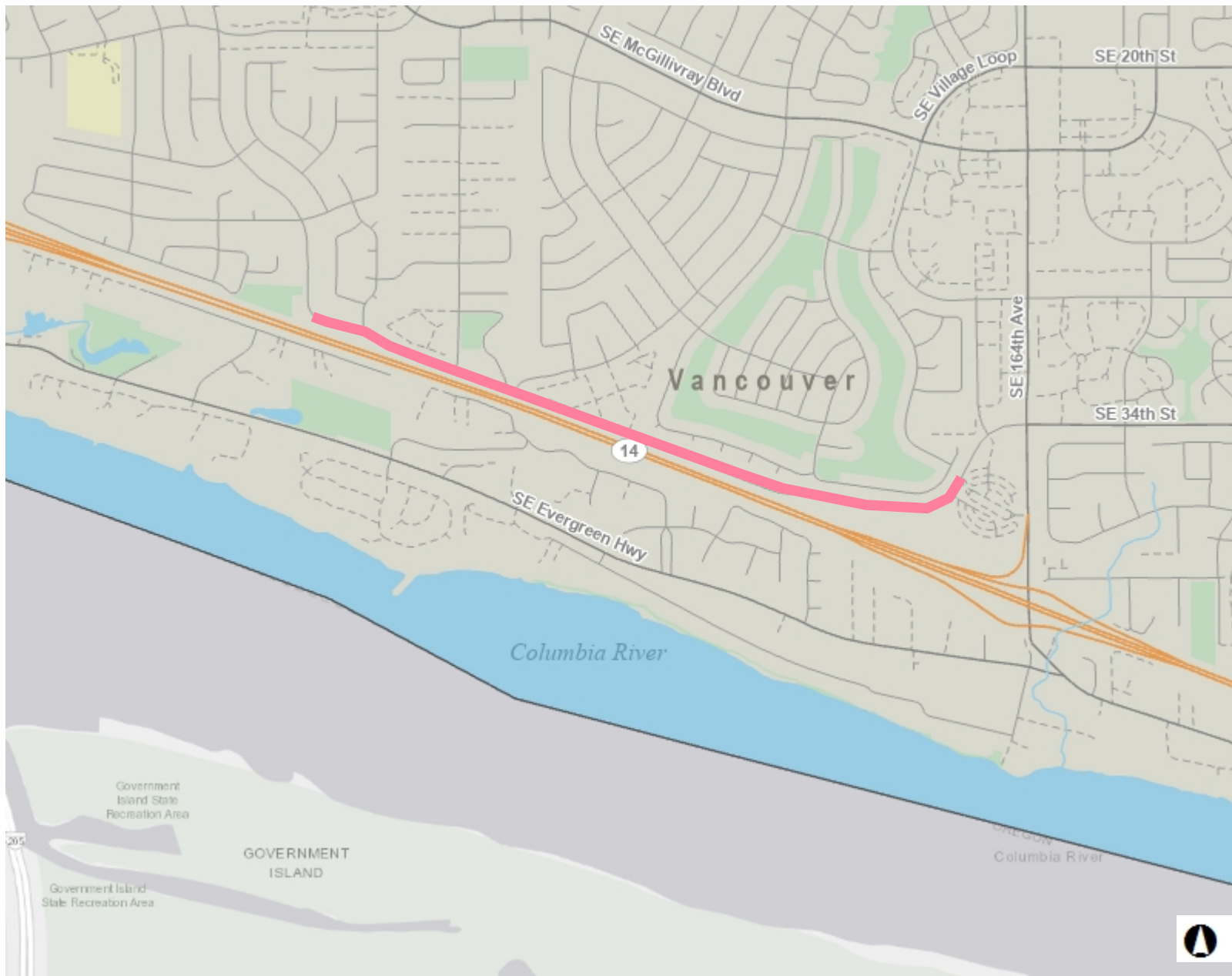


Notes:

- = Cape Seal with Micro 2
- = Microsurfacing Type 3

1. Treatment limits will be marked in the field.
2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

Map #8 City of Vancouver 2024 Preservation Streets -Cascade Park Dr

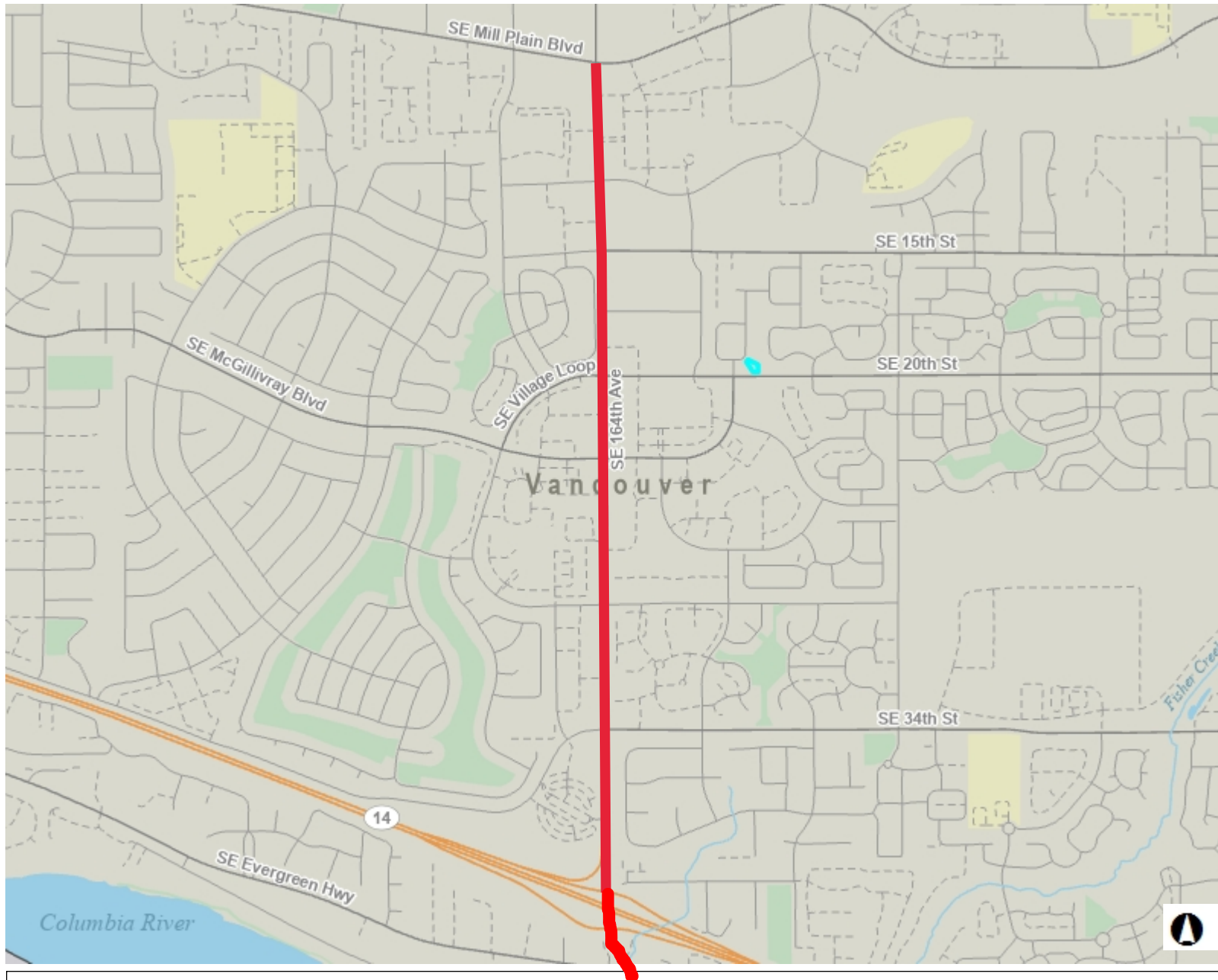


Notes:

— = Microsurfacing Type 2

1. Treatment limits will be marked in the field.
2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

Map #9 City of Vancouver 2024 Preservation Streets - SE 164th Ave



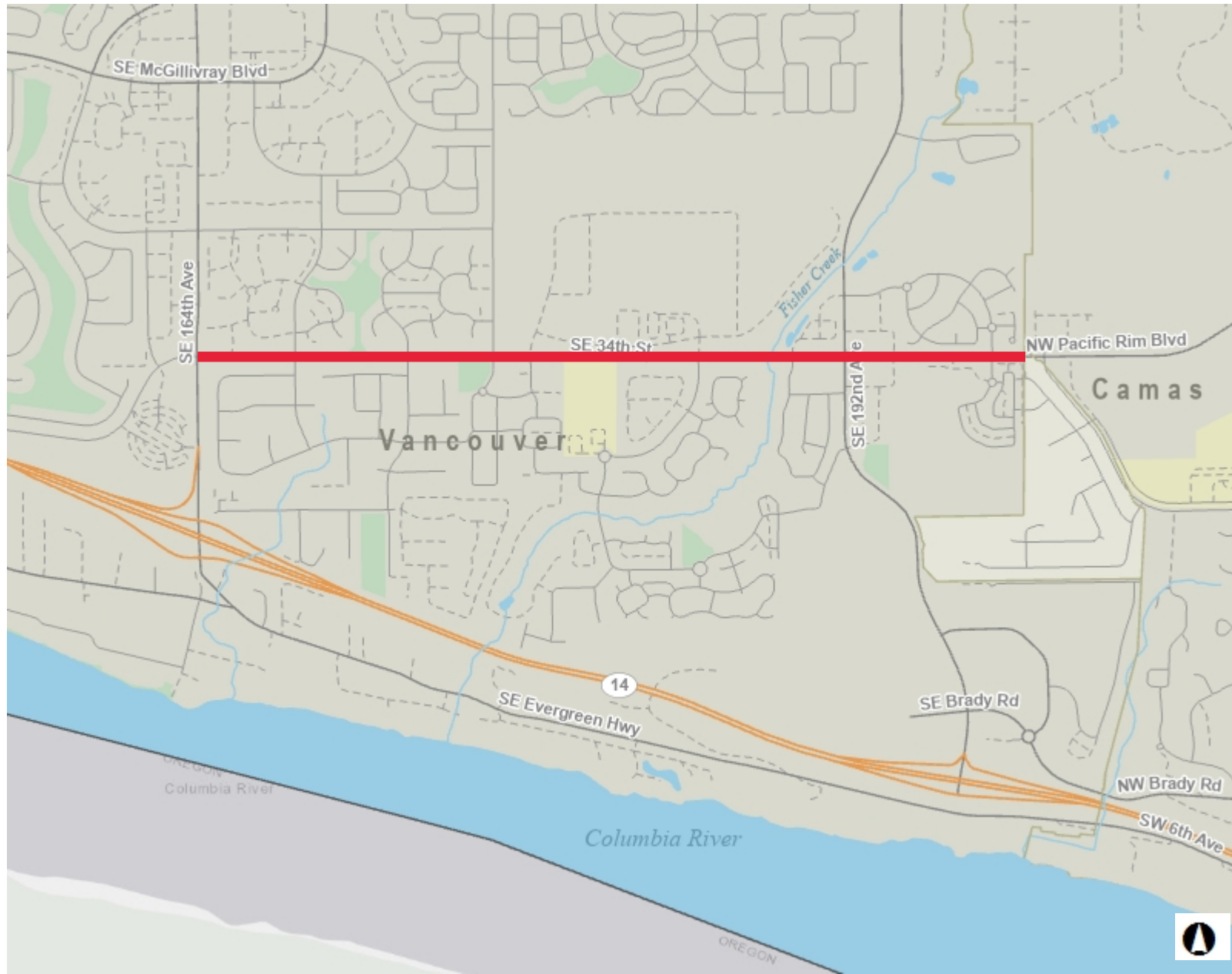
Notes:

 = Microsurfacing Type 3

1. Treatment limits will be marked in the field.

2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

Map #10 City of Vancouver 2024 Preservation Streets -SE 34th St



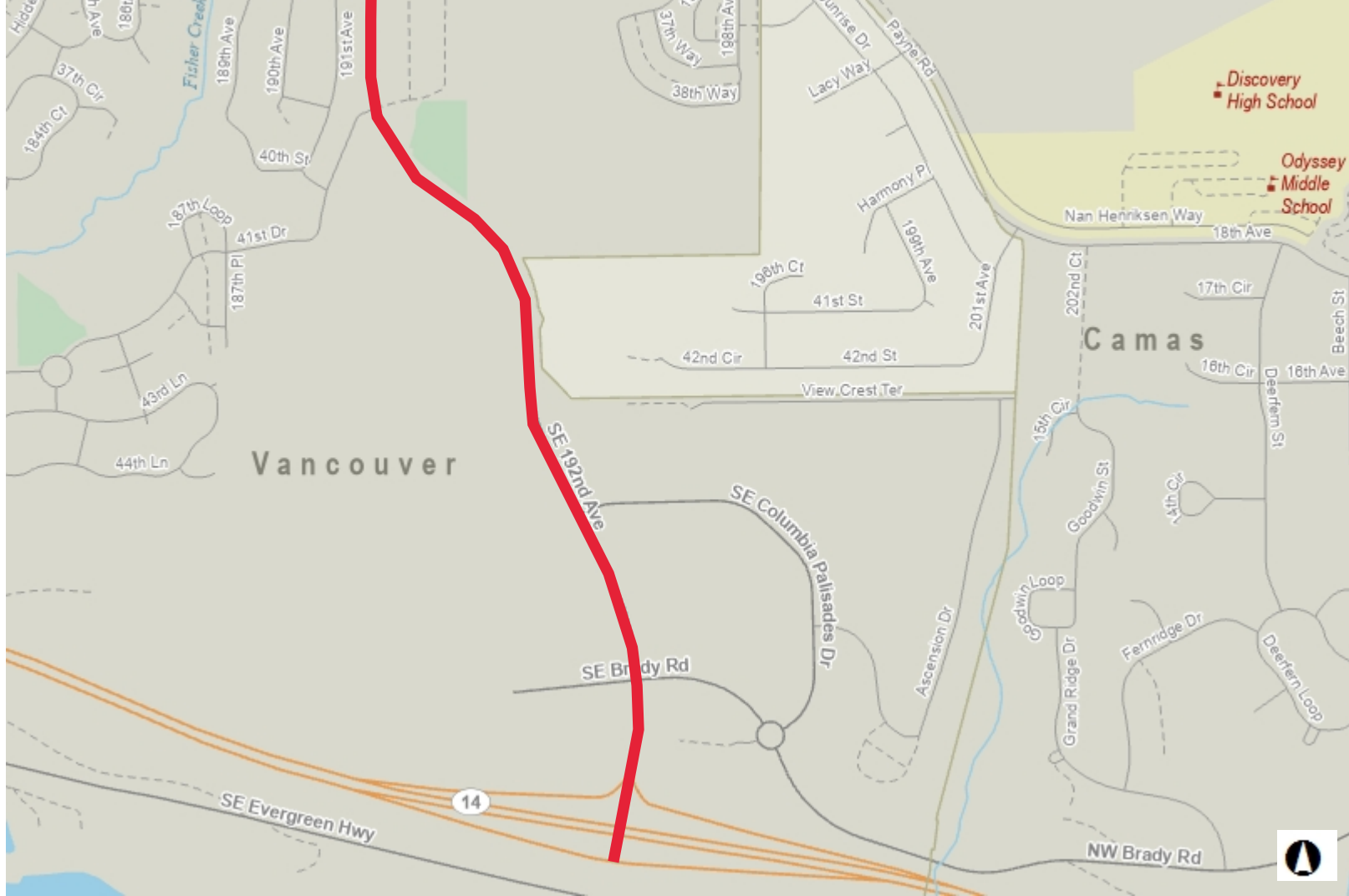
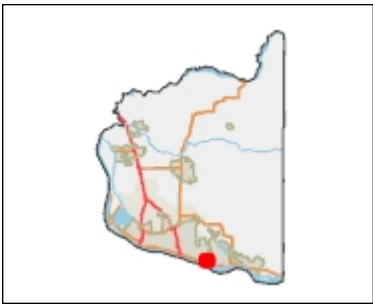
Notes:

 = Microsurfacing Type 3

1. Treatment limits will be marked in the field.

2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

Map #11 City of Vancouver 2024 Preservation Streets -SE 192nd Ave

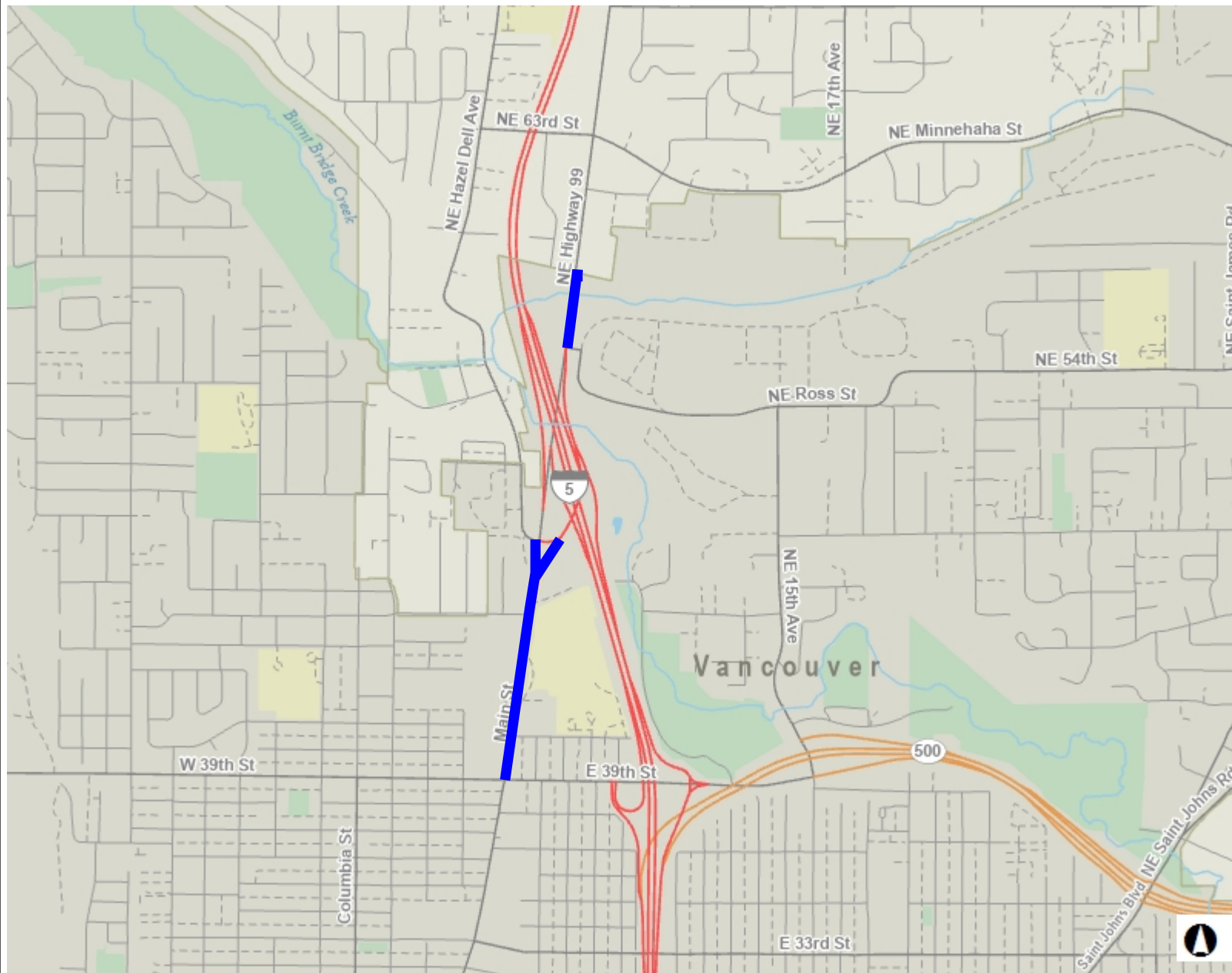


Notes:

 = Microsurfacing Type 3

1. Treatment limits will be marked in the field.
2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

Map #12 City of Vancouver 2024 Crack Seal Streets -Main St



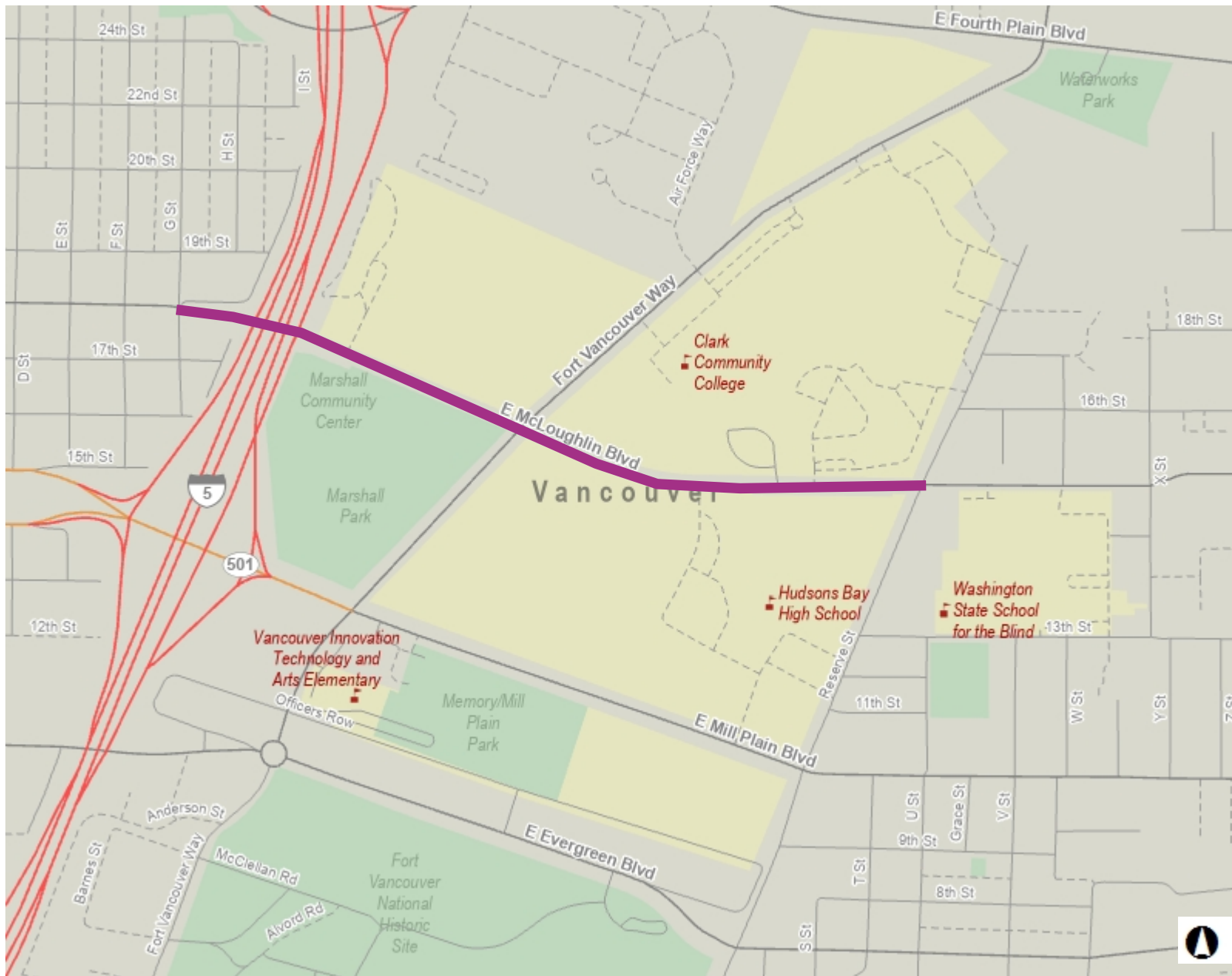
Notes:

 = Asphalt Rubber Chip Seal

1. Treatment limits will be marked in the field.

2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

Map #13 City of Vancouver 2024 Crack Seal Streets - E McLoughlin Blvd

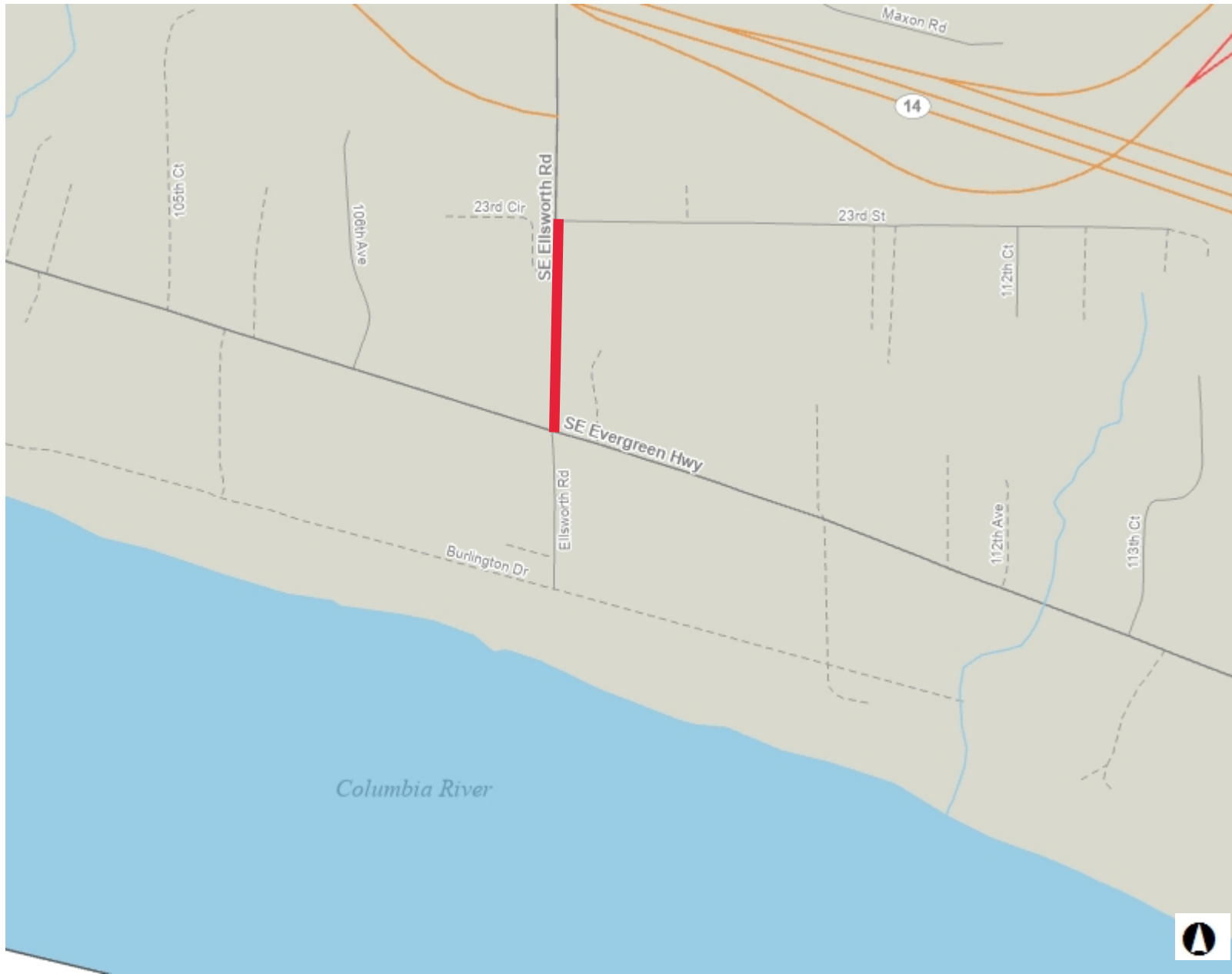


Notes:

■ = Asphalt Paving

1. Treatment limits will be marked in the field.
2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.
3. Crack seal bike lanes and parking areas only.

Map #14 City of Vancouver 2024 Crack Seal Streets - SE Ellsworth Rd



Notes:

 = Microsurfacing Type 3

1. Treatment limits will be marked in the field.
2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

CONTRACT #C-100615**AMENDMENT No. 1****ITB 21-19: 2021 Crack Sealing and Mastic Repairs**

This Agreement amends the public works Contract number C-100615 by and between the City of Vancouver, hereinafter referred to as "City", and BCV, Inc hereinafter referred to as "Contractor", whose address is PO Box 2898, Wenatchee, WA 98807, for services offered.

This amendment amends the original Contract as follows:

1. This Work shall be performed on the streets listed "2022 Crack Sealing Project Map" attached herein and by reference made part of this Amendment.
2. Section 6 Compensation and Schedule of Payments shall increase the contract amount by \$371,500.00 as detailed attached herein spreadsheet "2022 Crack Sealing and Mastic Repair Project Proposal" and hereby reference made part of this Amendment. Any changes must be approved by written change order on City authorized forms and signed by all parties.
3. 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:



Eric Holmes, City Manager

3/15/2022

Date

Attest:

DocuSigned by:



Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



Jonathan Young, City Attorney

CONTRACTOR:

BCV, Inc.

DocuSigned by:



Signature

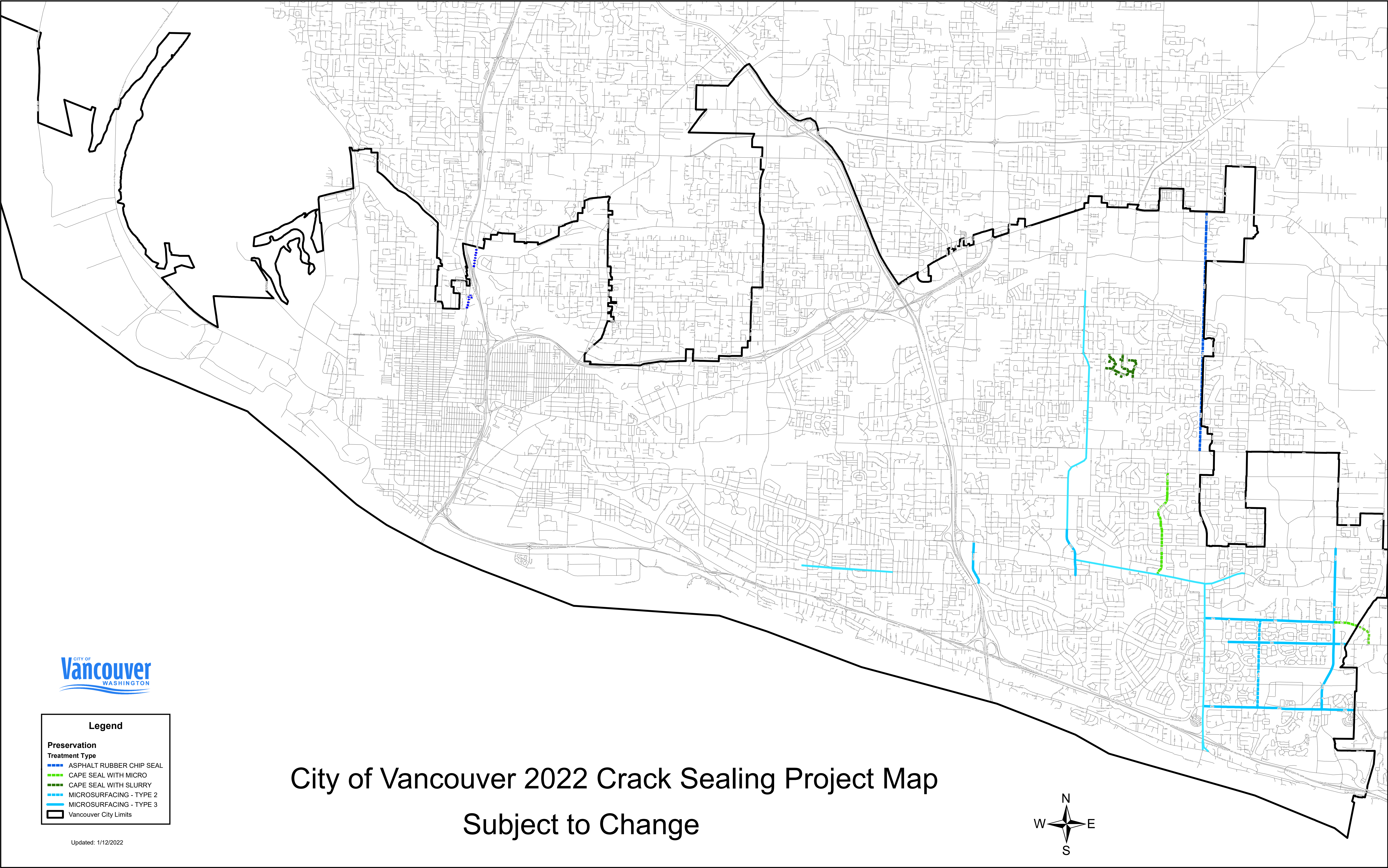
Brett Manning

President

Printed Name /Title

3/14/2022

Date



				2022 Crack Sealing and Mastic Repair Project Proposal		
				City of Vancouver		
				Bid Form		
Item No.	WSDOT Section	Approx. Quantity	Unit of Measure	DESCRIPTION	Unit Price	Total Price
1	1-10.5	1	LS	Project Temporary Traffic Contol	\$3,500.00	\$3,500.00
2	1-10.5	1,000	LS	Flaggers and Spotters	\$63.00	\$63,000.00
2	5-03.5*	580,000	LF	Crack Sealing	\$0.50	\$290,000.00
3	5-03.5*	5,000	LB	Mastic Repair	\$3.00	\$15,000.00
						\$371,500.00



CONTRACT # C-100615
BID# 21-19: 2021 Crack Sealing and Mastic Repairs

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and BCV Inc hereinafter referred to as "Contractor," whose address is PO Box 2898 Wenatchee WA 98807, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for Crack Sealing and Mastic Repairs. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 21-19 and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and

WHEREAS, the Contractor has represented 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.

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 by crack sealing and making mastic repairs (per the attached Project Lists) and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work."

The Work shall be fully complete within 20 working days from the Notice to Proceed (NTP) date.

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

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

- 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 in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.4% Washington State Sales Tax (if applicable) \$152,300.00.

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 Proposal and as modified by any and all approved Change Orders.

- 7. CONTRACTOR'S INSURANCE:** 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 agreement.	
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
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
V. Builders Risk	
Builder's "All Risk" Property Insurance	Contract Value
a. Coverage to include personal property of others in the care, custody and control of the contractor. Coverage should be written for 100% of the completed value.	
b. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a".	

- 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 is not resolved through mediation, it shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW. The Parties agree to pay their own attorneys' fees and expenses.

10. 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.

11. PAYMENT OF LABOR: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. 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 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.

12. PAYMENT TO THE CONTRACTOR: Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate and are in 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 a 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.

- 13. 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.

- 14. 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.

- 15. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

- 16. 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.

17. 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.

18. 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.

19. JURISDICTION/VENUE: In the event that any litigation should arise concerning the construction or interpretation of the terms and/or conditions of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.

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

21. 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.

22. 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.

23. 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.

- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.
- 30. RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.
- 31. INCORPORATED CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts listed in this section below, which are incorporated by this reference as if

fully as set forth herein. 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. Addenda to the Solicitation,
4. The Solicitation,
5. Contractor's Proposal,
6. Special Provisions,
7. Contract Plan Set,
8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
9. General Conditions for Facility Construction,
10. City of Vancouver Standard Plans,
11. WSDOT Amendments to the WSDOT Standard Specifications,
12. WSDOT Standard Specifications,
13. WSDOT Standard Plans.

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

Anna Vogel
City of Vancouver
415 W 6th St.
PO Box 1995
Vancouver WA 98668-1995

Brett Manning
BCV Inc
PO Box 2898
Wenatchee WA 98807

By signing below, Contractor accepts the terms and conditions of this Contract and specifically acknowledges and agrees that the provisions contained herein have been mutually negotiated by the Parties.

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:



75A9183485CA467...

Eric Holmes, City Manager

5/4/2021

Date

Attest:

DocuSigned by:



BCF6734E40E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



9A7DC2E31F694A2...

Jonathan Young, City Attorney

CONTRACTOR:

BCV Inc

DocuSigned by:



A54F5826C0FD47C...

Signature

Brett Manning President

Printed Name /Title

4/23/2021

Date



Staff Report: 054-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/10/2023

SUBJECT Continued use of Sourcewell contract #081419-SHI for the purchase of software and related services

Key Points

- The City uses cooperative purchasing via Sourcewell contract #081419-SHI to procure software and related services from SHI International Corp.
- The contract expires on 10/30/2024 and may be extended.
- The City has reached the contract limit approved by Council in 2020.
- The largest expenditure on this contract is with Microsoft, which includes Windows 10, Office 365, Microsoft Server, SQL Server licenses and related support. The SHI contract is also used to purchase software and annual maintenance from non-Microsoft companies, such as: Adobe, VMware, Citrix, Darktrace, DocuSign and others.

Strategic Plan Alignment

N/A

Present Situation

The City currently utilizes Sourcewell Contract #081419-SHI for cooperative purchasing to procure software from SHI for multiple software vendors, including Microsoft, Adobe, Citrix, Kronos, NetMotion Wireless, OpenText, Pitney-Bowes, Qualys, RSA Security, VMware, and others. The City spends approximately \$1.3 million per year on this contract.

The City has purchased up to the approved amount authorized in 2020 and requests authority to continue to purchase using this contract up to the amounts approved by Council in the City's budget process.

The City is requesting authorization to continue to use the contract to purchase up to the Council-approved annual budgeted amount for software and services from SHI through the end of the contract, which is 10/30/2024, and into any extended period.

Advantage(s)

- Economies of scale achieved by purchasing through the Sourcewell contract provide better

- pricing than the City could obtain on its own.
- Cooperative purchasing creates efficiency and saves time and other City resources.

Disadvantage(s)

None

Budget Impact

None. Appropriations for software, systems, and related services exist within the current 2023-2024 budget. No additional appropriations are requested.

Prior Council Review

Staff Report 177-20: Approval of Purchasing Authority for Software and Related Services from SHI International

Action Requested

Authorize the City Manager or their designee to approve purchases under Sourcewell contract #081419-SHI for the life of the contract up to the current authorized budget.

Patrick Gilbride, Information Technology Director, 487-7650

ATTACHMENTS:

- ▣ Contract Extension
- ▣ Contract



CONTRACT EXTENSION

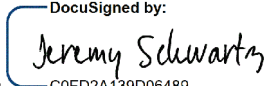
Contract Number: #081419-SHI

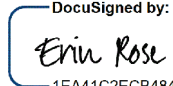
Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and SHI International Corp. (Vendor), 290 Davidson Avenue, Somerset, NJ 08873 have entered into Contract #081419-SHI for the procurement of Technology Catalog Solutions. The Contract has an expiration date of October 30, 2023, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of October 30, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

SHI International Corp.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/17/2022 | 8:56 AM CST

DocuSigned by:

By: 1EA41C2ECB48407...
Erin Rose
Title: Sr. Contracts Specialist
Date: 11/17/2022 | 9:57 AM EST



Solicitation Number: RFP#081419

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **SHI International Corp.**, 290 Davidson Ave., Somerset, NJ 08873 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

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 30, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. "Equipment" and "Products" shall mean the third party software, computer peripherals, computer hardware, and associated IT services resold by Vendor and provided by third parties. "Services" shall mean all professional services provided by Vendor under a Scope of Work. "Scope of Work" or "SOW" shall mean a document mutually agreed upon between the Vendor and the Member that references these terms and conditions and describes the Services

to be provided the associated schedule and price and any special conditions applicable to that SOW.

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

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

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. Vendor warrants that the Services are free from material defects for ninety (90) days commencing with final acceptance of the Services unless otherwise specified in a SOW (the "Warranty Period"). Member agrees to look solely to the manufacturer to reach a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is provided to Vendor from the manufacturer of the Product will be passed on to the Member. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED, HEREUNDER VENDOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY A MANUFACTURER.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, 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 Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services, and includes all costs to the Member's requested delivery location.

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, Vendor may permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members, in accordance with Vendor's Return Policy at www.shi.com/returnpolicy. Members reserve the right to inspect the Equipment and Products within 3 business days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition subject to Vendor's Return Policy.

In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member subject to Vendor's Return Policy.

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

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell 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 Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell 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)
- 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 be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member'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. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

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

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and

conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, 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, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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 thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcwell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcwell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. **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, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcwell and its Members, including their agents and employees, harmless from any third party claims or causes of action, including attorneys' fees, arising out of the Vendor's negligence, willful misconduct, or violation of law, in the course of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by Vendor under this Contract.

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NEITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT TORT OR OTHER THEORY WILL EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY SOURCEWELL TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.

12. AUDITS

Sourcwell reserves the right to review the financial books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract upon thirty (30) days' advance notice to Vendor. Audits may not take place more than once during a twelve (12) month period. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcwell and Sourcwell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcwell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcwell or Members by any person on account of the use of any Services by Sourcwell or its Members performed by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **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 Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcwell. Materials should be sent to the Sourcwell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. 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.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, Sourcewell may terminate this Contract as stated herein.

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. 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.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor 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.* Vendor 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). 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-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor 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).

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor 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 Vendor'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 Vendor 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, Vendor 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 Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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.** Vendor 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 Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All 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 Services are sold.

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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 any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Members 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. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’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. Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor

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. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (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, Vendor 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, Vendor 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). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor'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.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (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 Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 11/11/2019 | 11:33 AM CST

SHI International Corp.

DocuSigned by:
By: Kristina Mann
2A3B1E59B06C459...
Aimee Ballenger
Title: Public Program Manager
Date: 11/12/2019 | 8:35 AM CST

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/11/2019 | 11:12 AM CST

RFP#081419 - Technology Catalog Solutions

Vendor Details

Company Name:	SHI International
Address:	290 Davidson Ave. Somerset, NJ 08873
Contact:	Aimee Ballenger
Email:	aimee_ballenger@shi.com
Phone:	678-708-3906
HST#:	22-3009648

Submission Details

Created On:	Thursday June 27, 2019 20:01:55
Submitted On:	Tuesday August 13, 2019 20:57:55
Submitted By:	Aimee Ballenger
Email:	aimee_ballenger@shi.com
Transaction #:	de73d79e-ac55-45de-8aa6-01abc94b3ead
Submitter's IP Address:	161.69.112.12

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	SHI International Corp.
2	Proposer Address:	290 Davidson Ave Somerset, New Jersey 08873
3	Proposer website address:	https://www.shi.com/
4	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):	Aimee Ballenger Public Program Manager aimee_ballenger@shi.com 678-708-3906
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Aimee Ballenger Public Program Manager aimee_ballenger@shi.com 678-708-3906
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Meghan Flisakowski Public Sector Program Manager Meghan_flisakowski@shi.com 512-317-0799

Company Information and Financial Strength

Line Item	Question	Response *
7	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.	This past July, SHI celebrated our 30th Anniversary at our annual Global Sales Conference. The theme of that conference was Purpose and Passion, a theme that speaks to both our business philosophy and our core values. We define success not only quantitatively but also by the quality of our relationships. While we are proud to have topped \$10 billion in revenue in 2018, largely because of our financially strong and stable business model, we also recognize that our Purpose and our Passion have cultivated our longevity within the industry; that our growing success stems directly from our purpose: to deliver exceptional value and experience as we help customers select, deploy, and manage their technology. And that our passion, which remains focused on forging and nurturing relationships with our customers and with our colleagues and partners, will sustain us for another 30 years as an industry leader. Since 1989, SHI has persistently maintained our small-company feel by retaining our leadership personnel (many of whom have been with the company since its inception) and by empowering our 4,000+ employees to collaborate with customers to resolve IT problems and needs directly, shoulder to shoulder. With the largest field sales organization of any technology reseller, our visibility across all Public Sector verticals (K12, Higher Ed, State and Local Government, Federal, and Healthcare initiatives), boasts 175 field AEs, working and living in the territories they support, and 170 telesales specialists, who cater to the needs of small and medium public entities and who dedicate their energy every day to customer success. As the largest privately-owned, M/WBE organization in the country, we are proud of our spirit of community and partnership and in our ability to facilitate IT solutions, services, and hardware and software products for our national and global clients. Loyalty, trustworthiness, and reliability are paramount qualities of SHI, and we offer those qualities, in tandem with our Purpose and Passion, to Sourcewell with an eagerness to help your Members work more efficiently and effectively. We are committed to providing Sourcewell members the most advantageous pricing models and the most exceptional values; we recognize that our role as a Sourcewell affiliate is to support your Members, providing expert best practices to keep their IT resources safe, secure, and operational, 24 hours a day, 365 days a year.

8	Provide a detailed description of the products and services that you are offering in your proposal.	We offer our complete catalogue of products and services to Sourcewell members. Providing a vendor-neutral approach to help customers find the right technology that meets every specific requirement of their IT environment, one of our greatest strengths is our ability to provide tremendous depth and breadth in choosing the ideal software, hardware, Cloud, and other products and services for each individual Sourcewell member. In fact, SHI's current catalogue includes tens of thousands of hardware, software, and other product partners. Generally, SHI is able to sell between 75%-100% of our partners' product lines, and we offer a wide range of services delivered directly by our internal teams, by the manufacturer directly, or by subcontracting to a third-party, vetted partner. In addition, SHI provides Sourcewell members with full IT solutions, from commodity software and hardware to complete, end-to-end datacenter solutions. We specialize in IT solutions that fit precisely with our customers' needs and wants, and Sourcewell's members will benefit from our experience and breadth of knowledge to help design, implement, and optimize their IT ecosystem. It's worth noting that, over the past decade, IT has changed dramatically. Although there is still a definite need for commodity products, attention has shifted more and more to building comprehensive solutions that will solve customers' needs. In response to this shift, and working from our customer-centered foundation, SHI developed our Enterprise Solutions Group to include solution-based support. This team is comprised of over 150 people who hold 3000+ certifications for various products and solutions. Their goal is to address Sourcewell Members' needs, help them acquire the right technology, and facilitate adoption of that technology into their own unique environment. Our Enterprise Solutions Group, like all of SHI, is vendor-neutral and uses its range of experience to help tailor conversations that are optimal for each Sourcewell member. We engage customers during the strategy and solution design of a project and assist with activities like deliberate planning, assessments, white boarding, proof of concepts, and obtaining demo units. Our purpose is to provide the best overall value to each Sourcewell member, and we understand that this goal is achieved through a combination of world-class support, aggressive pricing, and extensive product and service offerings. Our objectives align with Sourcewell's mission to help government, education, and nonprofits work more efficiently, and we accomplish this by remaining laser-focused on customer satisfaction: every SHI employee understands that we are here because of our customers and will remain here only as long as we continue to provide extraordinary products, services, and customer satisfaction.
---	--	--

9	What are your company's expectations in the event of an award?	SHI is genuinely excited about the opportunity to collaborate with Sourcewell and its members! We expect a phenomenally successful partnership, beginning with our immediate expectations in the event of an award, which include 1. To support and advocate our Sourcewell partnership. Each team member from every Public Sector vertical will support our partnership with Sourcewell and will advocate for the contract with passion and vigor. Given our position in the Public Sector market, the size of our sales force, and our experience with implementing and growing similar contracts, we are confident that we can extend Sourcewell's reach not only in terms of revenue achieved, but also in terms of the number of distinct members who use this contract. 2. To develop marketing materials and campaigns that articulate the value of the Sourcewell-SHI partnership. As an example, we will employ our Business Development Team, dedicated to the Public Sector Business Unit at SHI, to call all prospective customers and detail our partnership promptly upon award. 3. To train our entire Public Sector sales and sales-support staff about Sourcewell and its members. This training will include contract terms and methodology, pricing parameters, and the value that Sourcewell provides to its Members. 4. To connect immediately with current Sourcewell Members, introduce SHI, and listen to Members' needs. Our introduction will ensure that each Member's dedicated Account Team is familiar with and accessible to them, in addition to educating Members on the value we provide. We will work with each Member to understand their business preferences (specific information on a quote, reporting requirements, invoicing/billing requirements, and the like). And we will offer webinars on various topics including: • Getting to know SHI; • SHI.com (eProcurement intro); • SHI's Service Capabilities; • Microsoft Volume Licensing. 5. Finally, to create a dedicated Sourcewell online catalogue that displays the contracted pricing and any additional information that Sourcewell deems important. We will work with Sourcewell Members to customize their site, adding reporting and punch-out capabilities specific to that member, when needed. We recognize why cooperative contract usage is on the rise, and we realize the value of having strategic partners in this space. Sourcewell can expect that SHI sets ourselves apart from organizations similar to us in that we will collaborate with only a few select Consortia partners; in fact, we intentionally keep the number of Consortia partners strategically small to provide proactive support to Consortia members, rather than attaining many partnerships and diffusing ourselves reactively. If awarded, we bring to this new contract both a deep desire to partner with Sourcewell and fresh, innovative perspectives for your Members. We expect the transition to a new partnership will be seamless, and we will assist in that transition by supporting Sourcewell members personally, starting with our Senior Director of Public Sector, Denise Verdicchio. Denise is committed to the success of our partnership from day one of an award, and she will dedicate her energy to making our Sourcewell partnership a thriving one. Denise has demonstrated that her leadership and teamwork create success: for example, with our most recent consortia contract award, under her leadership, our Public Sector Team grew the contract to over \$100M in the first year. In short, our expectations are bold, and they are also achievable. Our SHI team is flexible and agile, and we are committed to providing Sourcewell's members an extraordinary experience, with a purpose and a passion, that is incomparable.
---	--	--

10	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.	With over 4,200 employees worldwide, SHI is proud to be the largest Woman/Minority owned business in North America. We maintain 35+ offices in North America, EMEA, and Asia in addition to our Integration Center, Solution Lab, and Executive Briefing Center, which are located at our headquarters in New Jersey. In 2018, SHI reached \$10B in revenue (one year ahead of our goal) and set the stage for continued exponential growth. The SHI Public Sector unit made up \$2.2B of SHI's overall sales last year and was recognized as the #1 business unit for 2018, with an astounding 25% increase over 2017. While this past year was one of the largest growth years, SHI's Public Sector has grown consistently over the last 30 years. In combination with our articulated Purpose and Passion, this growth stems from a laser focus on customer service, dedicated and tenured leadership, world-class Account Executives (who live and work in the communities they serve), and a broad spectrum of customers and partners. In other words, we recognize the vitality of our community, and our financial strength and stability are a direct result of our community approach. Since SHI is a privately-owned company with no bank debt, we are nimble and able to reinvest in our business with integrity and in a way that aligns with Sourcewell's values and its Members' needs. SHI continues to invest in new infrastructure, most recently with a brand-new Integration Center that will open in Q4 2019. We also made significant investments in hiring more resources – the people with whom Sourcewell Members will engage. In 2018, for example, we brought on 150 additional Field Solutions Engineers and Professional Services Executives for a total of 550 customer-facing technical experts who support our Account Executives. Our financial strength and stability is predicated on our staunch affiliations within our communities – our relationships with customers, partners, OEMs, and our own SHI colleagues. We have included our 2 years of audited financials in the upload section for your review and to demonstrate our strength and stability.
11	What is your US market share for the solutions that you are proposing?	Overall Market Share based on Fortune 100, 500 & 1000 • 60% of the Fortune 100 use SHI for primary IT Products (Software & Hardware) • 40% of the Fortune 500 use SHI for primary IT Products (Software & Hardware) • 30% of the Fortune 1000 use SHI for primary IT Products (Software & Hardware) SHI Overall Product Mix • 60% is be considered Software, Subscriptions, and Cloud based Sales • 40% is be considered Hardware, Peripherals and Accessories – Including categories of Devices, Servers, Storage, Networking Market Share Indicators for Software SHI is considered the leading Reseller Partner for many of the Top Software Publishers such as Microsoft, Adobe, Symantec/Veritas, McAfee (Intel Security), and others. We estimate that 20-25% of revenue with these partners as representative of their Partner Sales. This number does not include Sales that Software Publishers conduct directly with the end-customer. Market Share Indicators for Hardware OEM direct sales to the end-customer typically represents a larger percentage of the business; therefore our overall Market Share will be lower, estimated in the 5-10% range. This number, however, still makes SHI one of the largest Hardware Resellers in North America.
12	What is your Canadian market share, if any?	SHI's Canadian Market Share is 5-10%, and we provide more detailed information about our Canadian resources in our response to Question 42.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	In our 30-year history, SHI has never petitioned for bankruptcy protection. We are a privately held company and currently have no debt.

14	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?	SHI is best described as an Information Technology Value-Added Reseller, providing a total solution to information technology acquisitions by providing multi-vendor hardware and software along with significant services. As we mention throughout this proposal, one of our greatest strengths is our ability to offer customers tremendous depth and breadth in choosing products (hardware, software, Cloud) in conjunction with a wide range of services – in short, we provide full IT solutions, and our focus aligns with Sourcewell's mission to build valued relationships and to deliver innovative solutions with integrity and respect to Members' needs and wants. We understand that Sourcewell's goal is to identify a trusted procurement partner that can assist in helping you achieve your mission of saving time and money for your Members. Whether working on large campus-wide projects like a one-on-one initiative, a Network Refresh for anytime/anywhere accessibility, Unified Communications, Modernizing Legacy Systems, or providing a customer-first experience with day-to-day IT procurement transactions, SHI has both the resources and the experience to execute seamlessly for your Members and to exceed their expectations. Our approach is centered on extraordinary quality and overall value. We strive to provide the highest level of support and services every day of the year, and we will deliver the most personalized touch to the end-user computing enterprise for all Sourcewell members. We recognize that Sourcewell is looking for their Vendor to provide: • A robust presence that can fully support Members' technology needs, saving them both time and money. • A trusted advisor/consultant who can help Members support the entire lifecycle of an asset and ensure successful implementation at each phase. • A strong relationship with industry partners. • An actionable strategy to educate potential members on the value of Sourcewell in order to gain increased membership. We are well positioned to deliver on these goals because of our exemplary relationships with our sales/service force and with our dealer network. Our experience in supporting contracts of similar size and scope is unparalleled, and we have a proven formula to onboard and optimize contracts. Our Public Sector team is ready to implement this contract for Sourcewell; and we are committed to expanding our team dedicated to Public Sector entities to ensure we meet (and exceed!) all requirements of the contract. With the largest and most highly-certified sales support team in the industry, SHI will act as a loyal consultant to your Members. Working from a customer-centric foundation, we have organized our support teams to include solution-based support, including specific, presales technical expertise around Datacenter, Mobility, Backup/Recovery, DR, Cybersecurity, Virtualization, and more. These teams provide vendor-neutral advisement and use their breadth of experience to help tailor conversations that are optimal for each Member's specific environment. SHI has the experience and vendor partnerships in place to bring phenomenal value to Sourcewell and your members. All of the leading manufacturers have established SHI as an authorized partner, and we can provide LOAs immediately upon request. Furthermore, SHI has a diverse partner ecosystem, supporting over 15,000 unique Publishers and Manufacturers. Sourcewell can feel confident that your Members will benefit from our aggressive pricing and exceptional value. A dedicated approach to the Public Sector business for the last twenty years has helped us to create solutions that are specific to the unique needs of State, Local, and Education customers across North America. SHI will work with each Sourcewell Member collaboratively, with purpose and passion, and with a goal of "continuous improvement." We are fully committed to the long-term success of Sourcewell and your Members, and we appreciate the opportunity to bring IT solutions to your current and future members.																		
15	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.	Among the thousands of licenses and certifications available within the IT industry, SHI holds a comprehensive number relevant to the business articulated for Sourcewell's RFP: Cloud Services, Microsoft, Intel, Dell, Symantec, McAfee, IBM, HP, Apple, VMware, Red Hat, Tenable, Citrix, AWS – across all platforms and solutions, our teams stay current with all licenses and certifications made available by providers. We have included a total number of certifications from some of our larger partners and have included a sampling of types of certifications in response to question 69 in our response. <table><tr><td>Acronis –</td><td>5 Certifications</td></tr><tr><td>Adobe –</td><td>7 Certifications</td></tr><tr><td>AGOE –</td><td>1 Certifications</td></tr><tr><td>AirWatch –</td><td>2 Certifications</td></tr><tr><td>APC -</td><td>12 Certifications</td></tr><tr><td>Apple -</td><td>17 Certifications</td></tr><tr><td>Arbor -</td><td>4 Certifications</td></tr><tr><td>Aruba -</td><td>3 Certifications</td></tr><tr><td>Avaya -</td><td>12 Certifications</td></tr></table>	Acronis –	5 Certifications	Adobe –	7 Certifications	AGOE –	1 Certifications	AirWatch –	2 Certifications	APC -	12 Certifications	Apple -	17 Certifications	Arbor -	4 Certifications	Aruba -	3 Certifications	Avaya -	12 Certifications
Acronis –	5 Certifications																			
Adobe –	7 Certifications																			
AGOE –	1 Certifications																			
AirWatch –	2 Certifications																			
APC -	12 Certifications																			
Apple -	17 Certifications																			
Arbor -	4 Certifications																			
Aruba -	3 Certifications																			
Avaya -	12 Certifications																			

Blue Coat Systems -	3 Certifications
Bluebeam -	7 Certifications
Bomgar -	3 Certifications
Business Objects -	11 Certifications
CA -	34 Certifications
Check Point -	12 Certifications
Cisco -	44 Certifications
Citrix -	88 Certifications
CIW -	1 Certifications
Commvault -	67 Certifications
Compellent -	5 Certifications
CompTIA -	35 Certifications
CradlePoint -	2 Certifications
DataCore -	1 Certifications
Dell -	92 Certifications
Dell EMC -	44 Certifications
D-Link-	4 Certifications
Domino -	1 Certifications
EMC -	54 Certifications
Emulex -	1 Certifications
ESET -	3 Certifications
Exin -	2 Certifications
F5 -	8 Certifications
HDS (Hitachi Data Systems) -	4 Certifications
HP -	201 Certifications
HPE -	327 Certifications
IBM -	174 Certifications
IBM hardware -	11 Certifications
Imation/Nexsan -	4 Certifications
ISC2 -	10 Certifications
ITIL -	5 Certifications
Ixia -	3 Certifications
Juniper -	28 Certifications
LanDesk -	10 Certifications
Lenovo -	26 Certifications
LogRhythm -	3 Certifications
McAfee -	92 Certifications
Mellanox -	2 Certifications
Metastorm -	1 Certification
Microsoft -	1090 Certifications
Motorola -	8 Certifications
MS0616813816 -	1 Certification
NetApp -	26 Certifications
NetIQ -	6 Certifications
Nimble -	7 Certifications
Novell -	11 Certifications
Nutanix -	7 Certifications
Oracle -	340 Certifications
Other -	30 Certifications
Polycom -	14 Certifications
ProCurve -	6 Certifications
Proofpoint -	3 Certifications
Pure -	5 Certifications
Qlogic -	5 Certifications
Quantum -	2 Certifications
Quest Software -	1 Certification
Red Hat -	18 Certifications
RIM -	1 Certification
RSA -	33 Certifications
SANS.ORG -	1 Certification
Scale Computing -	1 Certification
ScriptLogic -	2 Certifications
Secure Computing / McAfee -	2 Certifications
Security Horizon -	2 Certifications
SimpliVity -	5 Certifications
Sonicwall -	2 Certifications
Splunk -	6 Certifications
Sun Microsystems -	65 Certifications
Symantec -	142 Certifications
Tegile -	2 Certifications
Tintri -	4 Certifications
Trend Micro	5 Certifications
Veeam	10 Certifications
Vision Solutions	1 Certification
VMware	300 Certifications
Watchguard	1 Certification
Websense	18 Certifications

16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	SHI has not been suspended or disbarred on any contracts similar to what is being requested by Sourcewell.
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Today, we continue to fine-tune our products and services to meet the needs of our customers and the ever-changing, broad technology landscape. Our catalogue of products continues to grow and change in response to technological demands and customer needs. SHI categorizes the technology landscape and our capabilities into three broad segments: End-User, Datacenter, and Security. Within each of these segments are practices; for instance, the End-User Segment is comprised of Mobility, Desktop, Unified Communications, Devices, Peripherals, and Accessories. At the next level are the Solutions that reside within each practice. For example, within the Mobility practice, Unified Endpoint Management, Enterprise Mobility Management, Mobile App Management, Mobile Device Management, and Enterprise File Sharing exist. Another example includes the Solutions that reside under the Devices, Peripherals, and Accessories practice; these include Operating System, Desktop, Laptop, Tablet, Thin Client, Smart Phone, Video Surveillance, Printing and Imaging, Digital Signage, and Peripherals. The last piece of this conversation centers on Services for each Solution. These Services include Advisory Assessments, Solution Design, Proof of Concept, Implementation, Staff Augmentation, Training, Project Management, and Managed Services. Due to the size of SHI's Solutions Directory, it would be cumbersome to include all of the granular categories here, as our categorization and capabilities are extensive. But Sourcewell can be confident knowing that SHI has the capability to support its Members and to facilitate the right solution for each Member's environment at an extraordinary value. Should Sourcewell wish to discuss our Solutions Directory in greater detail, we will gladly schedule a call to articulate the comprehensive practice and solution areas we provide.

Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Both clients and vendors have recognized SHI generously over the last five years for our exceptional quality, service, and partnerships. We are truly humbled by these accolades and by the recognition that has resulted from our Purpose and Passion. 2019 Awards - Microsoft US Surface Transformation Reseller of the Year - Microsoft Partner of the Year Award (MSUS Awards): Modern Workplace, Modern Desktop Award - Ranked 10th on CRN's 2019 Solution Provider 500 - Dell Technologies Transformational Partner of the Year - SOPHOS Cloud Partner of the year - Intel Partner of the Year for Vertical Solutions: Client Solution - National Solution Provider - Intel Partner of the Year for Marketing: Training for Results - Sales - CRN's 2019 Managed Service Provider 500 - Elite 150 Category - Forbes Best Employers for Diversity 2019 - Adobe Digital Media Worldwide Partner of the Year 2018 Awards - VMware Partner Innovation Award: Transform Networking & Security - VMware Partner Innovation Award: Partner of the Year – Americas - VMware Partner Innovation Award: VMware Cloud on AWS Solution – Americas - Panasas Accelerate Newcomer Partner of the Year 2018 - Citrix Networking Partner of the Year - CloudHealth North America Partner of the Year - Cisco US Commercial POY - South Area - Cisco Capital POY - South Area - Cisco US Commercial POY - West Area - Cisco Advanced Collaboration Partner of the Year - Austin American-Statesman Top Workplaces - RSA North American SecurID® Suite Partner of the Year - Pure Storage Disruptor of the Year Partner Award - Partner of the Year - Municipal Information Systems Association (MISA) of Ontario - Ranked 8th on CRN's 2018 Solution Provider 500 - MSI Outstanding Channel Partner Award - Intel Partner of the Year PC Client Solution Award 2017 Awards - VMware Americas Marketing Partner of the Year - VMware Global Marketing Partner of the Year - Cradlepoint 2017 NSP Growth Partner of the Year

- Ribbon Communications North America Partner of the Year Award
- Fortinet North America Fabric Partner of the Year Award
- Citrix Sales Acceleration Award
- McAfee Partner of the Year
- Cisco Commercial Partner of the Year 2017
- Cisco Commercial Territory Partner of the Year 2017
- SHI Achieves AWS Managed Service Partner Status - 2017
- Citi Lean Partner Award
- Microsoft US Public Sector 2017 Partner of The Year
- HP U.S. Print Hardware National Solution Provider of the Year
- Forbes America's Best Midsize Employers 2017
- Hewlett Packard Enterprise Global Financial Services Partner of the Year 2017
- Microsoft Top Partner Windows Commercial Revenue 2017
- Nutanix Velocity Partner of the Year
- Ranked 9th on CRN's 2017 Solution Provider 500
- SAP Ariba Supplier of the Year
- Microsoft's SLG Channel Partner of the Year

2016 Awards

- Intalere Supplier Growth Leader - 20 Percent Club
- Aflac Partner of the Year Award 2016 - Diversity
- Austin American-Statesman Top Workplaces 2016 - SHI International Corp.
- Breakaway Partner 2016 - U.S. National
- Citrix Enterprise Partner of the Year 2016
- Cohesity National Partner of the Year 2016
- CRN Tech Elite 250
- Forbes America's Largest Private Companies 2016
- Forbes America's Best Employers 2016
- Fortinet North American Enhanced Technology Partner of the Year 2016
- Hewlett Packard Enterprise North America Financial Services Partner of the Year 2016
- HP Managed Print Services Best in Class Partner Award 2016
- Intel Security North America Reseller MVP
- Intel Security Partner of the Year- United States
- Meraki Elevate Partner of the Year 2016 - US Central Region
- MES XCellence 2016- Best Solution Provider
- Microsoft FY16 Top Windows Client Commercial Revenue Partner
- Microsoft FY16 US NASPO Top Partner
- Microsoft Operational Excellence Award
- Nutanix Momentum Award
- Ranked 13th on CRN's 2016 Solution Provider 500
- Sophos Top Performer National Americas 2016
- Veritas Technologies AMS Partner of the Year 2016

2015 Awards

- 2015 Adobe Americas Reseller of the Year
- 2015 CRN Triple Crown Award Recipient
- 2015 F5 Growth Partner of the Year
- 2015 Kaspersky National Partner of the Year
- Amerinet Diversity Supplier of the Year
- Austin American-Statesman Top Workplaces 2015 - SHI International Corp.
- Autodesk - Partner of the Year 2015
- Autodesk Volume Channel Partner of the Year
- Citrix NA Partner of the Year 2015 - Mid-Market
- Citrix NA Partner of the Year 2015 - SMB
- Dell Healthcare Partner of the Year
- ESET Most Valuable Partner (MVP) 2015
- Fortinet 2015 United States Enhanced Technology Partner of the Year
- NJBIZ's #1 Top Women-Owned Business
- Ranked 12th on CRN's 2015 Solution Provider 500
- Raytheon-Websense Growth Reseller of the Year (NA)
- Raytheon-Websense Net New Customer Acquisition Reseller of the Year (NA)
- Red Hat North American Commercial High Volume Partner of the Year
- SHI Canada ranks #14 out of Top 100 Solution Providers
- Sophos Top Performer North America
- Southern California MSDC Supplier of the Year Winners Circle
- Southwest Minority Supplier Development Council Class IV Supplier of the Year
- US National Commercial Partner of the Year
- US South Region Meraki Partner of the Year
- Veeam Corporate Reseller of the Year 2015
- VMware Americas Renewals Partner of the Year and vCloud Air Partner of the Year
- VMware Mobility Partner of the Year - Global and Regional

2014 Awards

- 2014 LAR of the Year, North America
- 2014 Microsoft Partner of the Year Award Education
- 2014 VMware Solutions Partner of the Year
- Americas Region VMware Solution Provider Partner of the Year Award
- arcserve LAR of the Year
- Autodesk Top Volume Channel Partner

		- Blue Cross Blue Shield of Michigan LifeSecure Diverse Supplier Achievement Award - Cisco Meraki Partner of the Year, Americas - Cisco New Break Away Partner of the Year, Americas - GMIS International Partner Award - Diamond Level - HP PartnerOne Award for Global Reseller of the Year - McAfee Corporate Reseller of the Year 2014, North America - Microsoft Operational Excellence Award - Eleventh consecutive year and thirteenth time overall: 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004, 2000 & 1999 - NJBIZ's #1 Top Minority-Owned Business - NJBIZ's #1 Top Women-Owned Business - NJBIZ's #3 Top Privately Held Company - Ranked 15th on CRN's 2014 Solution Provider 500 - SolarWinds' 2014 Partner of the Year Award - Sophos Top Performing Partner 2014 - Fifth consecutive year - Thai Lee, SHI President and CEO, named to CRN's Women of the Channel Power 50 Solution Providers	
19	What percentage of your sales are to the governmental sector in the past three years	2018 – 14% 2017- 13% 2016-15%	*
20	What percentage of your sales are to the education sector in the past three years	2018 – 6% 2017 – 6% 2016 – 3%	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	SHI has included sales volume for our top 5 contracts over the last 3 years. In addition to the information we've provided here, a full list of our contracts by state can be found at: https://www.shi.com/Contract/PSCContract/ContractHome NASPO Software Contract 2016 – \$176 Million 2017 - \$163 Million 2018 – 302 Million State Microsoft Software Contract 2016 - \$39 Million 2017 - \$188 Million 2018 - \$104 Million State Microsoft Software Contract 2016 - \$133 Million 2017 - \$149 Million 2018 - \$40 Million State Software Contract 2016 - \$95 Million 2017 - \$108 Million 2018 - \$117 Million GSA 2016 - \$64 Million 2017 - \$85 Million 2018 - \$84 Million	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract number GS-35F-0111K 2018 - \$82M 2017 - \$85M 2016 - \$64M	*

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
Houston ISD	Chris Stroupe – Sr. Platform Admin.	713-556-5131	*
WA State Dept of Enterprise	Elena McGrew – Enterprise Contract	360-407-3957	*
City of New York	John Gioia – Chief Contracting Officer	718-403-8503	*
VA-INFORMATION TECHNOLOGIES AG	Greg Searce - Strategic Sourcing Specialist	804- 416-6166	

Top Five Government or Education Customers

Line Item 24. 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 *	
Not Required	Government	Kentucky - KY	All IT products and services	\$16-\$1.7M	\$59,310,742	*
Not Required	Government	New York - NY	All IT products and services	\$10-\$4M	\$40,512,256	*
Not Required	Government	Louisiana - LA	All IT products and services	\$33-\$1.1M	\$40,338,113	*
Not Required	Government	New York - NY	All IT products and services	\$11-\$1M	\$30,228,675	*
Not Required	Education	Texas - TX	All IT products and services	\$10-\$1.6M	\$29,986,441	*

Ability to Sell and Deliver Service Nationwide

Describe your company’s capability to meet the needs of Sourcewell Members across the US, and Canada if 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 *
-----------	----------	------------

25	Sales force.	SHI is capable and eager to meet the needs of Sourcewell Members across the U.S. and Canada! Our ethos at SHI grows from our team members, and those team members remain our greatest asset. Each individual on our Sales Force is dedicated to providing exceptional customer service and support to Sourcewell Members. Building on Purpose and Passion, SHI continues to develop improved procurement and Internet solutions, strong partnerships with top manufacturers, and a company-wide determination to be the best for our customers. We do not rest on our laurels! In order to remain successful for Sourcewell Members, we will remain flexible in our approach and will engage with each Member on an individual basis; we understand that one size does not fit all and that philosophy is apparent in our service structure. In terms of organization, we have retained a small business feel in order to remain agile for our customers. We operate successfully with minimal layers of management, and we empower our sales teams to make decisions that are in the best interest of their customers. U.S. Public Sector Sales – The Public Sector Field division supports State Government, Local Government, K-12, Higher Ed, Public Healthcare, and Federal entities across the country. Customers in the Public Sector Field are supported by both an Account Executive and a dedicated Inside Sales Team. Account Executives – Led by Denise Verdicchio, this team consists of 175 Account Executives who live and work in their territories throughout the United States. We have the largest field-based sales force in the industry and believe one of the keys to a customer-centric model is nurturing a strong fidelity with our customers. Account Executives spend time at their customers' locations, listening to their customers' needs, and developing a thorough understanding of what is important to that customer with purpose and with passion. Inside Account Managers – This team of 130 Inside Account Managers (IAMs) helps support Members' day-to day-needs. IAMs work in tandem with up to three AEs, and in this way, our customer support stays consistent and personal. SM SLED –Our Small/Medium SLED division is focused on supporting the needs of the smaller K-12, local government, and higher education institutions across the country to ensure personalized attention regardless of their size. In this case, we have defined small as a K-12 district with 7500 students or less, a higher education institution with 1500 students or less, or a city/town with a population of 50,000 or less. These customers often are overlooked by large resellers, yet they have the same needs as their larger counterparts to stay current with technology. Our SM SLED division is based out of our global headquarters in Somerset, NJ, and the team consists of 170 Inside Account Executives (IAEs) who support Members' needs from start to finish. Canadian Public Sector Sales – SHI provides a comprehensive customer support plan to ensure we are meeting each Members' needs as part of our presence in Canada. Currently, our 12 field AEs (8 covering Ontario, 1 Vancouver, 1 Calgary, 1 Montreal) are supported by six IAMs in Austin, Texas. We also have four IAEs who are phone-based administrators covering Canada to augment the AEs. From a support perspective, we have two in-country field solution engineers – one focuses on UCC and the other on DataCenter. SHI currently employs two Microsoft Licensing Executives and one Cisco business development representative dedicated specifically to Canada. And our Canada presence is growing! As of January, 2020, we will employ approximately 30 AEs, with 20 representing Ontario and an additional 10 spread primarily between Calgary and Vancouver. We will make similar investments in inside sales – both the IAEs and IAMs to support the added headcount in the field. We also plan to simultaneously double our Canadian technical resources. All of SHI's Account Executives are empowered to make decisions around the support of their customers, and they have the capacity and autonomy to resolve issues as they arise. Because our Account Executives are responsible for ensuring extraordinary customer satisfaction, SHI is able to provide high-quality customer service and ensure efficient and effective responses to questions and issues. In addition, the SHI Regional Directors are directly engaged with their account teams to provide executive-level support and to meet with customers as needed. In addition, SHI believes in regular and transparent communication with our customers. Our Account Executives will meet with the participating entities and individual Sourcewell members to review their business with SHI. During these review meetings, we discuss purchase history and the Member's future plans. Through devout listening and with open discussions, SHI can provide tremendous value in supporting future initiatives and will engage support teams as needed to meet Member's goals and objectives. If awarded, SHI will provide this level of service for all Members who use the Sourcewell contract to procure IT products and services. We are confident that our capabilities and our commitment to meeting our customers' needs is demonstrated in our level of success under our public sector contracts nationwide. For instance, SHI holds the most Participating Addenda and has achieved the most volume under the NASPO SVAR contract. We have met and exceeded service levels for NASPO ValuePoint and for each State during the contract term, and we have been an active participant in helping NASPO ValuePoint and the States to explore new avenues to achieve additional benefits under the contract.
----	--------------	---

26	Dealer network or other distribution methods.	SHI is proud of our abundant and broad community of distributors and partners, and we work loyally to maintain relationships with both our large IT Distributors (Ingram Micro, Tech Data, and Synnex) as well as smaller, local distributors and manufacturers directly. For every customer transaction, we source from the supplier with inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order. In order to ensure reduced time to market, we also resource from our own Customer Integration Center, located in Somerset, New Jersey, that provides warehousing and complete configuration capabilities. Regardless of where we resource products, we always find opportunity to save our customers money. In addition to leveraging our partner relationships for savings at the vision and design phases, our sales teams also request information from all of our distributors' stock to obtain the best price for our customers when quoting and sourcing product. In addition, we have sourcing specialists on our procurement team who monitor purchase orders with the partner and distributor community to safeguard that no savings have been missed. In many instances, our sourcing specialists have the ability to aggregate purchases for a specific partner or product across multiple transactions or even across multiple customers to realize a lower overall cost. While SHI does maintain a warehouse/integration center in Somerset, New Jersey, it is our relationships with our major distributors that allow us to provide for efficient product delivery across North America. This model reduces the overhead costs of maintaining additional warehouses, and our distribution model is also important to SHI's own internal cost structure and subsequently allows us to offer our customers a very aggressive pricing model. Our major distribution centers are located strategically in: • Atlanta, GA • Chicago, IL • Dallas, TX • Fontana, CA • Fort Worth, TX • Jonestown, PA • Swedesboro, NJ Los Angeles, CA • Memphis, TN • Miami, FL • Ontario, CA • South Bend, IN • Suwanee, GA SHI receives electronic feeds from these major distributors as well as the top publishers/OEMs in the industry. We include advertised list price in our catalog and have based our discounts off of this pricing.
----	---	---

27	Service force.	We realize that IT changes constantly and exponentially. As we mentioned elsewhere, although there remains a need for basic IT commodities, the urgency to build solutions that will solve customers' technology and data challenges is more acute than ever. In response to this urgency, we restructured our Service Force to include solution-based support. In fact, we now have specific, technical expertise around our entire portfolio of services and products, ensuring we are able to meet all of Sourcewell Members' IT needs. A sampling of our Service Force for the U.S. and Canada includes these areas: Field Solutions Engineers - In order to provide more technical expertise, SHI currently employs a team of 32 Field Solution Engineers in the US and 2 FSEs serving Canada, and those numbers are increasing in the near future. Our FSEs collaborate directly with Account Executives and are the first point of contact for more in-depth technical discussions. Enterprise Solutions Group - In synchrony with other support teams, SHI's Enterprise Solutions Group (ESG) has the agility and expertise to help design, build, test, and deploy hardware and software solutions. ESG's goal is to help customers execute their mission and educate end-users by getting the right technology to the right people at the right time. Today there are over 250 people dedicated to this division of SHI. Cloud and Innovative Solutions – Tapping into the potential of the Cloud is essential to help Public Sector agencies meet their missions and to facilitate the needs of their citizens as well. In addition to our Enterprise Solutions Group, SHI's Cloud and Innovative Solutions Group (CIS) provides insight into Sourcewell Members' cloud environments, making assessments, evaluations, and recommendations that benefit your specific organization. CIS helps identify over-provisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure you're staying on track with a secure, cost-efficient, and optimized cloud environment. SHI delivers industry best practices and custom offerings through our Assess, Design, Build, and Manage methodology in order to integrate leading cloud technologies to Members' environment. Our CIS practice is staffed with approximately 50 senior-level consultants focused on supporting and engaging customers across the continuum of cloud computing. Corporate Training Group by SHI – Providing on-site, online, or on-demand Technical, End-User, and Professional Development Training, our newly acquired Corporate Training Group complements our other services flawlessly. We recognized the need to equip our customers with the skills and knowledge to increase their adoption and consumption of technology, and our CTG team offers full-service training to meet those growing demands – from IT professionals to end-users – we provide training that enables customers to increase their return on investment in technology. With approximately 20 training experts dedicated to our CTG team, we are always ready to provide invaluable, personalized training for Sourcewell Members! Software and Hardware Partner Support Organizations - SHI has the largest team of Software and Licensing Specialists in the industry. These teams are in place to support our customers and sales teams with the expertise to manage the varied features of the Publisher Licensing Programs. Our award winning team of Software and Licensing Specialists is available to assist Sourcewell Members with selecting their licensing programs, executing agreements, and supporting the agreement lifecycle. Today SHI has dedicated teams that support 38 Strategic Software Partners and over 70 Emerging Technology Partners. Service Providers – SHI provides services in one of three ways: (1) SHI-Delivered Services – our internal delivery resources are based both in NJ and across the country. Today we have approximately 270 SHI Employees who deliver various IT Services to our customers. (2) Partner Delivered Services – SHI has the ability to resell partner services. In this case, we rely on either employees of that partner or contractors of that partner. Although it is difficult to clearly quantify the number of resources in this category, as the number of partners that we support in this manner is large, we are happy to provide more detailed information if needed. (3) Service Partner Network – SHI maintains an Elite Partner network of service providers across the U.S. and Canada. These partners are vetted and managed carefully by SHI to ensure customer satisfaction and success. Currently, our Elite Network is comprised of 50 partners; in addition to that network, we also collaborate with external Service Partners at a customer's request. Often, our customers have established relationships with local partners, and in these cases, SHI will eagerly join with that partner in order to provide services on contract. Our capability for services is extensive, and with resources across the country and Canada, SHI facilitates services in almost every IT Solution area.
28	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.	We begin every day reminding ourselves of one of our principal purposes – to focus on empowering the people who use technology and to maintain integrity in our relationships with our customers. With this purpose, we clearly recognize the need for exceptional Relationship Management (which might include resolving technical issues and responding to product delivery, billing, and requests regarding Statements of Work). We also understand the need for efficient and transparent communication in order to keep Sourcewell Members' projects moving forward smoothly and successfully.

The first step to ensure success in these areas is to define collaborative and clear SLAs that meet Members' needs. It is standard practice for us to respond to email and phone requests within two to four hours. We process orders within 24 hours of receipt (unless additional information is required), and we provide daily updates on any pending requests.

We are confident that our Account Team will fully support both daily needs and provide accessible, courteous, responsive, and seamless customer service. If Members ever require a higher level of support, we encourage them to escalate their request.

The following articulates our standard procedure with response times:

1. Call answered timely: Ninety percent (90%) of calls answered within sixty (60) seconds
 - a. SHI has Team Phone Lines where all members of the support team are logged in, and calls are answered in a round-robin method, by members who are not on a call. In the instance all members are helping other customers, calls will be directed to voicemail. Customers can leave a voice message, which will be returned within 2-4 business hours
 - b. If the customer has an urgent request, they can escalate their request to the Inside Sales Team Manager or Account Executive for immediate assistance.
2. Voicemail response: Four (4) business hours from time customer has recorded message: All voicemails are answered or returned within 2-4 business hours
3. Quotes: Respond and/or resolve to ninety percent (90%) within eight (8) business hours from vendor's receipt of customer's request
 - If quotes are out of a standard catalogue for the customer, they will be fulfilled within 8 business hours. If quotes are requested for items which are third party source/weird ware items, IAMs will take the following action:
 1. Reply to customer request within 2-4 hours, confirming receipt of request
 2. Relay to the customer they are working on their request and send notification of additional time the request may take due to external factors – such as awaiting vendor response/additional specs are required from the customer.
4. New location set up: One to three (1-3) business days from vendor's receipt of customer's request
 - If the shipping address is being adjusted after an order has been placed, it needs to be completed ASAP, and before it ships from SHI or distributor warehouse, to make adjustments.
 - If the item has already shipped and the customer needs to adjust shipment location, the IAMs will set up returns and make arrangements to resubmit to updated location, which should not take longer than 1-3 business days
5. Order entry accuracy: Ninety eight percent (98%) of total monthly volume
6. Orders entered timely (include order confirmation): SHI's standard SLA for order entry is within 24 business hours.
7. Time from in stock product shipment to delivery: within five (5) days ninety percent (90%) of the time
 - Any possible delays based on total quantity ordered or restrictions from the OEM will be communicated with the customer at the time of quote or order placement and SHI will keep the customers informed of estimated delivery.
8. Time from product delivery to installation: This will vary based on product and installation requirements. SHI will work with the customer to develop a timeline/SOW for each installation and ensure that the timeline established is met.
9. Percentage of devices DOA: <1% per quarter: As SHI is not the OEM of the products being requested, this is not in SHI's control. If an item is DOA, SHI will work with OEM to provide a working product ASAP
10. Contact installation location to inform product on the way and to schedule installation date: This will be clearly defined in the SOW and managed by the Account team and/or the PM assigned to the project.
11. Final installation of product: This timeline will be established as part of the SOW and will be closely managed by the PM assigned to the project. SHI will keep the customer informed should any changes to timeline occur.
12. Order received to product shipment: within fifteen (15) days ninety percent (90%) of the time
 - Should we expect a delay due to large quantity, complexity, product constraint, or similar, SHI will communicate the expected timeline with the customer and follow up consistently until the product is delivered.
13. Product shipment to installation complete: This requirement and timeline will be clearly defined in the SOW established between the customer and SHI and managed by the PM assigned to the project.

		It is important to note that SHI is built on a foundation of World Class Support. Adopting the process around this support is the first training all new employees receive when they start their career at SHI. Our Purpose is to deliver exceptional value and experience with passion as we help customers select, deploy, and manage technology; and our World Class Support is based on 4 tenets: 1) Acknowledge with a purpose; 2) Anticipate Needs and Issues; 3) Update Proactively; 4) Confirm Completion. We believe consistent, honest, and proactive communication will lead to extraordinary customer satisfaction.
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	SHI will fully serve and actively promote an awarded contract to all Sourcewell Members. With 175 Account Executives who live across the US, including Hawaii and Alaska, SHI is positioned to serve all geographic areas of Sourcewell's proposed contract. SHI's Account Executive(s) will meet with State Agencies, Cities, Counties, and Municipalities to better understand their goals and objectives, and to begin a long-term conversation about purchasing policies; agreements established at the local level; volume licensing management; and key code/order confirmation distribution policies. We will train our AEs in every region to understand the contract, the terms and conditions, and how we can best support Sourcewell Members. In addition, SHI is ready to provide training to educate Sourcewell Members across all geographic areas of a new contract.
30	Identify any Sourcewell Member 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?	SHI recognizes the tremendous value that Sourcewell brings to its Members through this cooperative contract. We are excited to train our Account Executives on this contract and will market and promote it to all Sourcewell members without exclusions, and with a focused Purpose and Passion that is incomparable.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	SHI does not have any contract restrictions for members in Hawaii, Alaska, or the US Territories. In fact, we have account executives who live in both Alaska and Hawaii and are ready to serve Sourcewell members upon award. Both Carlee Chung – our Public Sector Account Executive in Hawaii and Jim Steele – our Public Sector Account Executive Alaska uphold SHI's purpose with a passion and staunch affiliation.

Marketing Plan

Line Item	Question	Response *
32	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.	We are excited to promote and market a Sourcewell partnership, and our teams are ready to do so! We know the vital importance of marketing contracts and reaching all eligible Sourcewell Members, and we will apply our tangible, demonstrated experience supporting the unique requirements of procurement organizations to marketing and promoting Sourcewell. Our dedicated Public Sector Programs team will join forces with Denise Verdicchio and the entire Public Sector leadership team, to create and execute our marketing plan. Primary contacts for Sourcewell include Aimee Ballenger Public Sector Program Manager Aimee_ballenger@shi.com and Lauren Baines Public Sector Marketing Specialist Lauren_baines@shi.com We include a sample marketing plan as part of the supplemental attachments at the end of our response, and will remain flexible and open to collaboration post-award. We are highly responsive and will work swiftly to execute the agreed upon Marketing plan. An excerpt of an SHI consortia plan might look like this: First week: • Create a co-branded press release and work quickly to distribute to agreed-upon trade publications; • Post announcement along with contract details and contact information to www.shi.com; • Begin design of co-branded marketing materials including print, electronic, email, and presentations;

- Discuss publication and distribution plans, as well as a plan to distribute and follow up on leads;
- Create social media strategy;
- Design and implement Sourcewell secured website on www.shi.com including Sourcewell logo, copy of original RFP, copy of contract and amendments, summary of products and pricing, marketing materials, a link to National IPA's website, and all relevant contact information.

First month:

- Complete design of co-branded marketing materials;
- Finalize plans to publish and distribute;
- Begin distribution to current and prospective Sourcewell members;
- Implement initial social media strategy.

First ninety days:

- Post announcement as a blog post to our widely read blog.shi.com series;
- Complete training and enablement for SHI sales force;
- Complete publishing and distribution of initial marketing materials;
- Analyze initial activity;
- Discuss next ninety day plan for marketing.

Ongoing:

- Design and publish national and regional advertising in trade publications;
- Market and promote the Master Agreement including case studies, presentations, campaigns, and blog posts.

SHI participates in hundreds of trade shows, conferences, and meetings across the country.

Sourcewell has our commitment to participate at specified shows as well as additional opportunities to broadcast and promote our partnership.

Specifically, SHI will attend, exhibit, and participate at the NIGP Annual Forum alongside Sourcewell suppliers. We are happy to assist Sourcewell in promoting and marketing this event and look forward to collaborating on a plan that will drive attendance. We also look forward to the Impact Education Conference and plan to contribute by exhibiting and presenting educational solutions to conference attendees.

We also provide seminars and workshops to our public-sector customers across the country and are eager to do so for Sourcewell members! In all cases, we will work with you to determine the right topics, venue, timing, and participants.

Some examples of what we provide include

Manufacturer Table Show – held annually, SHI will bring in manufacturers that currently do business with Sourcewell as well as emerging partners for a day of education and demonstration.

Technology Roundtables – this event brings together Public Sector IT Professionals and leading manufacturers to discuss current and future technology and how it can be used to solve problems or innovate solutions for the future.

Webinars – SHI frequently holds webinars for our customers. Topics range from Software Volume licensing (Microsoft EA, VMWare ELA), specific product features, and more broad solution areas.

Workshops – typically done in a half day, a workshop is meant to educate customers on all the aspects of a particular solution. One recent example is SHI's Video Surveillance Workshop. We have presented this workshop in 13 cities across the country and have discussed challenges, technology, policy, and future considerations.

Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Current summits include mobility and software asset management (held bi-annually). Sourcewell Members are welcome to attend these at no additional charge.

Custom Events - SHI will help Sourcewell coordinate any event that they believe will be beneficial to the participating entities.

In addition, SHI regularly publishes a widely read blog - <http://blog.shi.com/>. Recent posts include information on audits, E-Rate, VMWare VSphere Licensing Changes, and Microsoft O365 Productivity.

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Some of the digital marketing-related items that contract customers can expect to receive and access include: SHI Blog – With readership increasing exponentially, SHI's blog showcases short news and informational articles to keep our customers up to date on our services and support as well as on emerging trends in technology. Sourcewell Members can subscribe to our blog online: https://blog.shi.com/ and stay updated on all things IT, browsing categories that include Software, Solutions, Cloud, and Technology News. Social Media – In addition to the SHI Blog, SHI is increasing our use of social media to keep our customers informed, and our visibility will continue to grow. With a dedicated team of social media content experts, Sourcewell Members will get up-to-date information on demand by following SHI on Twitter, LinkedIn, Facebook, Instagram, and YouTube. You might, for instance, see some of our newest posts about our partnership with Rutgers University, announcing that the newly-minted SHI Stadium – a 52,454 seat venue – will host its first sporting event on August 30th! Newsletters – SHI creates various informative, monthly newsletters succinctly containing information regarding important contract dates, product releases or changes, Q&A, and upcoming events. Thousands of our customers currently receive these newsletters, which are also available as a subscription to anyone who is interested. Web Seminar Presentations – SHI hosts a series of web seminars covering a variety of topics including new product announcements, changes to licensing programs for major software OEMs, procurement and technology trends, and foundational IT information. Webinar schedules are published quarterly and have a regular public-sector audience. Please check the events page on our web site for the most current schedule. Marketing Documents – SHI creates hundreds of marketing texts for our major manufacturing partners and core services offerings, all of which are made available to customers through in-person meetings, trade shows, email delivery, and mail-outs. Marketing documents will include those that we receive from the manufacturers, those that SHI creates for a general audience, and those that SHI creates specific to Sourcewell Members.
34	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?	SHI is prepared and eager to promote contracts arising out of this RFP, and we perceive Sourcewell's role as quite minimal. We ask that Sourcewell share pertinent SHI material on their website, making our contract information accessible to Members. Beyond that, we take full responsibility to integrate a Sourcewell-awarded contract into our sales process, using our proven formula to onboard and optimize contracts of similar size and scope, and we are committed to promoting this contract broadly and enthusiastically. With our prevalent, respected, and highly-certified sales support team, SHI will swiftly become a trusted advisor to your Members. Relying on our Address, Acquire, Adopt Methodology, we will ensure that we work harmoniously with Sourcewell Members, facilitating each project from inception through successful implementation to completion, and helping to uncover cost savings at all phases of a project lifecycle. As previously mentioned, we will integrate this new contract into our sales process seamlessly, with our AEs meeting early on and consistently thereafter with State Agencies, Cities, Counties, and Municipalities to listen, to better understand their goals and objectives, and to begin a long-term conversation about purchasing policies; agreements established at the local level; volume licensing management; and key code/order confirmation distribution policies. Additionally, we will train our AEs in every region to understand the contract, the terms and conditions, and how we can best support Sourcewell Members. We will engage Sourcewell Members during the strategy and solution design phases of their projects and will assist with strategic planning, assessments, white boarding, proof of concepts, and more. Initiating conversations early in the process will lead to a more optimized project and cost savings. We will also provide extensive product and vendor specific support to ensure successful adoption and follow through during the life of the project. SHI has invested substantially in both Pre- and Post-Sales resources to better serve Sourcewell Members and their long term needs as they Address, Acquire and Adopt their the IT Lifecycle solutions. Armed with the support of all the leading manufacturers, every member of the SHI team is dedicated to helping Sourcewell Members and providing transparent support throughout the entire engagement.

35	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.	When it comes to IT, procurement is never one simple step. We recognize the series of activities and procedures necessary to support the selection of IT equipment and services. IT procurement involves both strategic and administrative responsibilities, and SHI can facilitate that entire acquisition process. To help you obtain the right products and the best services, we offer a variety of procurement options and always customize them to fit Member's unique needs. All of our products and services are available to Sourcewell Members through an e-procurement ordering process, and current governmental and educational customers have used our eCommerce system with great success and ease! We will happily provide a "tour" of our online ordering system, or you can visit a sample on our website at https://portal.shi.com/CustomerServices/SHIMarketing.aspx?ContentID=91416 SHI stays current with eCommerce technology, and we've made great investments to UX to ensure customers can purchase, compare, get informed, and stay protected – all from the comfort of their office or home-office. With our Catalogue Customization Options; Approval Routing and Workflow; Reporting and Order Status features; and our PRO Renewal Organizer Timeline, Members can be confident knowing that their IT needs can be met efficiently, effectively, and safely through your personalized SHI eCommerce portal. SHI.com, SHI's procurement platform, provides an efficient and intuitive way to access and procure a customized catalogue of products, and its business-to-business functionality includes innovative Custom Catalogue capabilities that provide personalized views of product information, enabling Sourcewell Members to find and compare products, to view key metrics (like frequently viewed products and contract or standard items), and to simplify purchasing. Catalogues can be as broad or as narrow as Members need! With thousands of manufacturers represented, product catalogues are fully customized to reflect contracted pricing available through SHI, as well as special pricing programs for which Members are eligible, such as licensing programs or other volume programs. SHI's open architecture systems allow us to integrate with virtually any eCommerce platform, whether through market leaders or a proprietary solution. The most common applications we support include Ariba, Perfect Commerce, PeopleSoft, SAP and Oracle. In general, SHI supports systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. In addition, we support the following Punch-out types: • Ariba Punch-out • Coupa • ePlus Procure+ • Hubwoo • Oracle OAG • cXML Punchout • Perfect Commerce Roundtrip • PeopleSoft Direct Connect • SAP OCI Roundtrip • Scquest • Verian ProcureIT Our Ecommerce Specialists provide training to Sourcewell Members authorized to access their customized site (e.g., sourcewellmember@SHI.COM), and we will schedule trainings based on the customer's level of access to the site, collaborating with individual Members to determine a program and schedule that works best for their purchasing environment. Some of the most remarkable ways in which governmental and educational customers have used – and benefitted from – our eProcurement system is through our software procurement consulting services, our license tracking and reporting capabilities, and our robust Software Asset Management (SAM) tools. Our tracking abilities relieve our customers of the burden of managing their purchases. We understand that without the processes and checks and balances that we have in place, the opportunity for error in tracking license purchases is tremendous. SHI's license tracking system and workflow have been automated to enforce purchasing rules and to minimize errors. Additionally, SHI's systems effectively track Maintenance Expiration Dates so that we can provide prompt, proactive notification to our customers for Maintenance Renewal purposes. SHI supports and can track Maintenance Programs that have co-terminus expiration and are pro-rated or non-co-terminus programs. Maintenance Tracking and Renewal Notification capabilities are available for all programs and Maintenance purchases made through SHI, whether the purchases are made via a Volume License Agreement or another maintenance program.
----	--	---

Value-Added Attributes

Line Item	Question	Response *
-----------	----------	------------

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is a vital component to success within any endeavor, and especially with technology products, equipment, maintenance, and operations! Our Corporate Training Group (CTG) is a newly acquired addition to what was already SHI's robust training department. Recognizing that technology adoption is just as essential as procurement, we invested in expanding and formalizing our Training Services for all our customers, including Sourcewell Members. While we believe that educating our customers is a huge part of their success (and ours!) and we generally include foundational-level education as a standard element of Pre- and Post-procurement consulting, our CTG group now provides optional, expert-level training in areas including Technical, End-User, and Microsoft-specific training, in addition to Professional Development and Custom Training programs. A leading provider in custom training solutions and services for over 25 years, Corporate Training Group by SHI provides a comprehensive curriculum of advanced technical training and forward-thinking professional development aimed to empower Sourcewell Members and to increase productivity for all their IT environments. Our CTG team of approximately 20 trainers is led by Rob Eyerkus and Kathy Mathews. The team has been together over 10 years, ensuring loyalty, trust, and quality for all learners. Pricing is determined in collaboration with Sourcewell Members – with consideration given to the technology focus; online versus face-to-face training; and one-on-one versus group training. Please feel free to explore more details and options at https://www.shi.com/CustomerServices/SHIMarketing.aspx?ContentID=95722
----	--	---

37	Describe any technological advances that your proposed products or services offer.	When IT is the focus, technological advances are expected. Hardware and software provide obvious technological advances for Sourcewell Members; but SHI offers more than advancement through products alone – in addition to products, our experts who comprise our technological services teams help advance Members' technology in myriad ways! Articulated below are just a few offerings: CLOUD: One tremendously important technological advance we offer, for instance, is facilitating the transformation of Members' Data Centers to support a modern Hybrid Infrastructure, making their journey to successful Cloud technology possible. Our recently-developed Cloud and Innovation Solutions (CIS) group helps identify over-provisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure Members stay on track with a secure, cost-efficient, and optimized cloud environment. SHI delivers industry best practices and custom offerings through our Assess, Design, Build, and Manage methodology in order to integrate leading cloud technologies to Members' IT environment. Our certified architects and technical consultants combine their industry expertise to deliver services that advance Members' IT business via public, private, and hybrid cloud technologies. A highlight of our CIS support services includes Cloud Platform(s) Service Onboarding; Reporting & Analytics; Advisory Services; and Volume Licensing Expertise (plus more!). SECURITY: In addition to advancements in Cloud and Innovation, SHI recognizes Security as one of the IT field's biggest issues, and our customers – from K12 to Federal to Local Government – are all concerned with compliance, vulnerability, security resources, and budget. Our Senior Security Architects are authorities in IT Security and understand how to protect information and data against Script Kiddies; Hackers; Hacktivists; Malicious Insiders; and Nation-State threats. Our sales of security products and solutions have nearly tripled over the past 10 years, and at over \$667 million, SHI is one of the largest securities solution providers in the world. Our presales and consultant Security Architects have both vendor-specific and vendor-neutral certifications and decades of operational experience, and they use their prowess to help customers remain compliant, safe, operational, and within budget in at least six Security areas: Identity and Access Management; Application Security; Data Centric Security; Data Center and Cloud Security; Threat and Vulnerability Assessment/Management; and Security Program and Operations. Desktop Virtualization Capacity Planning: SHI's Capacity Planning Assessment is a Value-Add service conducted over a 30 Day period to deliver a sample analysis and documented findings of a customer's current desktop environment. This service advances Member's technology by providing them with a more efficient and effective desktop virtualization implementation. We help eliminate guess work and the risk of under-scoping or over-scoping the infrastructure to support the desktop virtualization environment. Envisioning Office 365: Our Envision service consists of a three- to five-day engagement in which we review a Member's current Active Directory, review their current Exchange environment, interview key decision makers, and provide them with a high-level strategic plan to migrate or build a hybrid O365 Strategy. SHI's Envisioning Office 365 is a Value-Add service. Infrastructure and Optimization – VOA & HCA: vSphere Optimization Assessment (VOA), powered by vRealize Operations, provides 360-degree visibility into capacity, performance, and configuration across multi-cloud environments through predictive analytics and unified single console. This service is ideal for Members looking to manage everything from their infrastructure stack to applications all while saving on their cloud resources. The Hybrid Cloud Assessment (HCA) helps Members understand their existing private cloud costs and conduct public and private cloud cost comparisons to decide which, if any, workloads to move to the public cloud. SHI experts provide an analysis report that shows the expenses of Member's infrastructure in a private cloud environment and that evaluates the cost of running the same infrastructure on other public cloud environments like Amazon Web Services (AWS) and Micros Azure. SHI's VOA and HCA combined assessments are Value-Add Services conducted over a 30 Day period to deliver a complete analysis and documented findings, helping to advance Member's technology.
38	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.	As a reseller and not a manufacturer, SHI naturally has a low impact on the environment. However, we are always mindful both our local community and the larger environment and work to reduce any damaging effects from our organization, while protecting the safety and wellbeing of our staff. Our environmental initiatives focus on four areas: • Energy use (office and equipment) • Business travel • Waste management • Asset redeployment, recycling, or proper disposal And we exercise due diligence to: • Adhere to local and international environmental legislation • Increase employee awareness • Adopt best practices • Monitor usage SHI's goal is to consume less energy and reduce our environmental impact. We take action through: • Monitoring power consumption • Reducing Scope 2 greenhouse gas emissions at 1% reduction per year, since our power consumption goal and Scope 2 greenhouse gas goal are directly linked together • Establishing a goal of 100% for recycling paper, plastics, glass and cardboard • Using advanced energy-saving systems such as automatic lights and energy-saving computer monitors • Using materials from renewable resources, non-toxic materials and recyclable items

SHI has reduced our travel-related environmental impact by promoting:

- Teleconferencing and other collaborative working tools to limit the number of individual business trips
- A Work-from-Home policy, whenever possible
- Flexible working hours
- Use of public transportation

SHI encourages individual responsibility and supports recycling initiatives in the following ways:

- Monitoring the purchase of cut sheet paper
- Striving to reduce paper consumption by 1% per year
- Providing recycling facilities for paper, printer toners, etc.
- Supporting double-sided printing and photocopying
- Using proper disposal or recycling of IT and electronic equipment in accordance with local regulations
- Donating IT assets to those who would not otherwise have access

SHI is committed to reducing our energy use and to saving Mother Earth through innovative, environmentally-friendly ways. Ranging from rooftop solar panels to zero irrigation landscaping at our Headquarters, our sustainability efforts demonstrate breadth and depth.

Below are just some of the ways SHI has devoted efforts to environmentally conscious actions:

- 500-kilowatt rooftop solar panel arrays at HQ
- 327-kilowatt rooftop solar panel arrays at Varga warehouse
- Energy efficient lighting that reduces lighting power density by 50%
- Naturally lit open offices
- Occupancy sensors
- Water efficient plumbing fixtures that are anticipated to reduce water usage by 40%
- Low VOC (Volatile Organic Compounds) finishes
- Zero irrigation landscaping
- Carpeting with a high percentage of recycled material
- Low-flush water closets

We qualified for the Leadership in Energy and Environmental Design (LEED) Commercial Interior Silver certification. This project, along with our building renovation, signifies SHI's tremendous growth and is a physical representation of our dedication to sustainability. Our SHI HQ solar panels, for instance, produce approximately 25% of the electricity for both East and West wings. Please feel free to view our video, which celebrates our green initiatives and shows our solar panels in action, by clicking SHI Green or by visiting <https://youtu.be/eZhNpTKEvFY>.

In addition to incorporating environmentally friendly initiatives into our business strategy to protect the planet and reduce the amount of IT hardware waste each year, we also help our global IT customers reduce, reuse, and recycle their hardware assets through our sustainable IT solutions. Some of our customer/partner initiatives include recycling office equipment and related items in compliance with county, municipal, and EPA guidelines. As a result of our efforts, in March 2013, SHI received its Gold LEED Green Certification.

Asset Recovery for Hardware Products

Many organizations are relying on external collaboration for asset disposal, especially since the Environmental Protection Agency and State Departments of Environmental Protection regulations become more stringent and as disposal practices come under greater scrutiny. SHI can help Sourcewell Members stay ahead of the curve, working diligently with Members to facilitate cost-effective disposal services of all sizes and in all verticals. In fact, our team of experts helps to dispose of or redeploy old technology in a way that not only assures compliance but also keeps corporate data from being compromised.

Our disposal processes provide several benefits, many of which other technology vendors don't provide, including:

- Integration: SHI provides a data-feed designed to be incorporated directly into existing asset management systems rather than in complex spreadsheet or database form;
- Security: Our security partners perform DOD and NIST compliant wipes of hard drives to ensure that no company or customer data is retained on old assets;
- Recycling: Our processing partners are either R2 or e-Steward certified, recycling everything in the asset (metal, glass, plastic, and so on) and disposing of harmful substances compliant with stringent government guidelines;
- Global Locations: With processing locations worldwide, we are committed to expanding our global network to shorten the distance that client assets must be shipped for processing.

Our asset disposal and redeployment services can be customized and used in any combination to meet Members' unique needs, making us an ideal partner for any solution. With our customers always in mind, we will ensure we pick up Members' assets for processing; help remarket, redeploy, donate, or dispose EOL assets; conduct inventory and assessments of all assets; and

- Offer end-of-lease processing;
- Conduct software license harvest and redeployment services;
- Provide a total solution one-stop-shop place for all technology end-of-life needs.

		Our Asset Management team, comprised of almost 80 subject-matter experts from all over the world, has been assisting clients with their needs for over a decade. Our SMEs include former auditors from publishers such as Microsoft, Oracle, and IBM, and audit firms such as KPMG, Deloitte, and PWC. We are confident that we have the ideal combination of experience, expertise, and technology to accomplish Members' asset disposal needs efficiently and effectively.	
39	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.	As a reseller, SHI does not receive labels specifically for products; however SHI will be happy to work with Sourcewell and product manufacturers to identify any specific eco-labels on products Sourcewell members wish to purchase.	*
40	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.	We are the largest privately Minority/Woman Owned Business Enterprise (MWBE) in the U.S. and our certification as an MWBE offers a critical value-add to corporations whose strategic business objectives include supplier diversity and development. In addition, SHI's Diversity Business Development Initiative builds and sustains a community of diverse suppliers and partners who best serve the needs of our customers. As a large MWBE, we continue to grow an effective Direct and Indirect Tier II program by accessing our Diversity Vendor database and using certified minority vendors in all diversity categories which includes, MBE, WBE, M/WBE, LGBT, SBE, SDB, HUBZONE, DVBE, VBE, and WOSB. SHI also maintains its internal supplier diversity program and seeks to engage MBE and WBE suppliers to meet product requirements and operational needs. Diversity at SHI 2019 SHI ranks #244 Among Forbes' Top 500 Best Employers for Diversity 2019: "While many organizations have struggled to cultivate cultures that welcome and support all workers, some have been making progress. Forbes set out to identify the companies doing just that with our annual ranking of America's Best Employers. Results for the survey were compiled by surveying 50,000 Americans working for businesses with at least 1,000 employees." We are proud to be ranked among the most diverse employers on this most recent list and are constantly taking actionable steps to increase diversity and inclusivity for our organization. Forbes URL: https://www.forbes.com/sites/vickyvalet/2019/01/15/americas-best-employers-for-diversity-2019/#168da4cc2bda SHI Certifications WBE • WBENC MBE • NMSDC - Corporate Plus Member • NMBC - National Minority Business Council • CAMSC (Canada) MWBE • Supplier Clearing House (California Public Utilities Commission) SHI also has MWBE certifications with the following state governments: • Delaware • Massachusetts • Missouri • New Jersey • New York City • North Carolina (HUB) • City of Philadelphia (PA) • Prince George County (MD) • Tennessee • Virginia (SWaM) • Wisconsin SHI Diversity Awards (Historical Listing) • AT&T Mega Deal Supplier Diversity Award • McAfee Partner of the Year • Cisco Commercial Partner of the Year • Cisco Commercial Territory Partner of the Year • SHI Achieves AWS Managed Service Partner Status • Citi Lean Partner Award • Microsoft US Public Sector 2017 Partner of The Year • HP U.S. Print Hardware National Solution Provider of the Year • Forbes America's Best Midsize Employers • Hewlett Packard Enterprise Global Financial Services Partner of the Year • Microsoft Top Partner Windows Commercial Revenue • Nutanix Velocity Partner of the Year • Ranked 9th on CRN's 2017 Solution Provider 500 • SAP Ariba Supplier of the Year • Microsoft's SLG Channel Partner of the Year	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Privately held and under the guidance of its current ownership since 1989, SHI is uniquely qualified to support Sourcewell's mission to build valued relationships and innovative solutions with integrity and to exceed the expectations of its Members. In fact, we share a very similar vision and mission, and strive with purpose and passion to provide exceptional value and experience as we help customers select, deploy, and manage technology. We are unique in both our stability and in the tenure of our executive leaders and team members (many of whom have been dedicated to SHI since its inception). SHI Account Executives support their clients locally from over 30 offices throughout the U.S., Canada, the U.K., France, and Hong Kong; and our AEs work and live in the communities they serve, fostering long-term, mutually beneficial relationships with customers and partners every single day. SHI is proud of the reputation we have established, particularly in the Public Sector, as an organization uniquely capable of understanding and addressing the specific needs and concerns of the IT community. And Sourcewell Members will benefit from our high-value solutions that are focused on meeting the distinctive requirements of each customer, while always incorporating opportunities for partnership and innovation. We provide custom technology solutions for every aspect of Members' IT environment: from software and hardware procurement to deployment planning, configuration, data center optimization, mobility services, IT asset management, and training. We also offer next-generation cloud solutions to help customers accelerate to the cloud in the fastest, most secure, reliable and cost-effective ways possible. Our infrastructure and integration services provide top-of-the-line solutions supported by leading manufacturers, publishers, and providers in the industry. License Program Management In large part because of our License Management Program, SHI is the most unique and effective license provider in the industry. Our license-tracking system and workflow have been automated to enforce purchasing rules and to minimize the opportunity for errors. This program includes License Management System—Our Software Licensing Center will create Licensing Documents that pertain to Members' specific Licensing Agreements. License Allocation System—this system was created to provide our customers with a tool for managing the allocation of licenses purchased under Enterprise-type Agreements. License Redeployment Management Service—this service helps organizations that are looking for solutions to reduce the total cost of ownership of their computer hardware and software. In addition, we provide: • A dedicated account and service team empowered to commit resources to address the needs of your organization; • A flexible service approach that allows SHI to adjust its processes and procedures to meet your changing IT needs; • An innovation strategy that ensures your organization is made aware of additional opportunities to improve service, reduce costs, and increase satisfaction for your own customers/users; • A professional Corporate Training Group; • A practice dedicated to Cloud & Innovative Solutions; • Customized Reporting; • On-line Procurement; • Volume License and Hardware Program Management; • Pre-Sales Support from SHI's Software and Hardware Teams; • Staging & Inventory; • Electronic Software Distribution; • Online Invoicing; • E-Commerce Integration; • Renewals Organization Services Manufacturer Relationships go a long way in helping our customers SHI has relationships with manufacturers to assist Sourcewell Members in 1) reducing their expenditures on IT hardware and software, 2) negotiating and benefitting from volume-based pricing programs, and 3) managing the lifecycle of their IT assets. Cost Savings Opportunities SHI understands that Members want to purchase products at the lowest possible price, so we initiate a sourcing process for each transaction that ensures we begin at the lowest price possible. We base our discount structure on SHI advertised price and do not inflate the price for RFPs. In addition, we identify volume discount programs, training each Member's Account Team comprehensively to do so; if there is a product available at a bulk price or a formal discount program from which Members benefit, the Account Team will bring these opportunities to Members' attention. Finally, we maintain award-winning relationships with many distributors in order to ensure that our pricing is always competitive, allowing Members to attain value from the combined buying power of all SHI customers.
----	---	---

42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	SHI enthusiastically will provide products and services to Sourcewell Members in Canada! In fact, our expansion currently taking place makes us uniquely qualified to grow this segment of the contract. Today SHI's Canadian team is comprised of 12 field AEs (8 covering Ontario, 1 Vancouver, 1 Calgary, 1 Montreal). Those field AEs are supported by 6 Inside Account Managers, located in Austin, TX. An additional 4 IAEs, who are phone-based sellers covering Canada, augment the field sellers. And from a support perspective, we have 2 in-country field solution engineers – one focuses on UCC and the other, DataCenter, with 2 Microsoft Licensing Executives and 1 Cisco business development representative specific to Canada. As of January 1, 2020 our ability to provide products and services will increase dramatically, as SHI's Canadian team will include 30 AEs – likely 20 in Ontario and an additional 10 spread primarily between Calgary and Vancouver. We will make similar investments in inside sales, both the IAEs and IAMS, to support the added headcount in the field. We also plan on doubling our technical resources by this date as well! Our Canadian team uses partners where possible that are vetted through our services team to ensure they have the requisite capabilities to deliver tangible business outcomes to our customers. Our primary partnership is with Zanaris (https://www.zanaris.com/) and we are also developing a partnership with Jolera (https://www.jolera.com/). Beyond that, we will leverage our internal teams to deliver services like cloud cost optimization, architecture reviews, and rapid server migration. Our distribution network is similar to what we use in the U.S. – primarily Ingram, Tech Data, and Synnex, and we rely on the distributor network to perform those types of services on our behalf.	*
----	--	---	---

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 *	
43	Do your warranties cover all products, parts, and labor?	SHI offers all available original manufacturer warranties. The OEM covers all hardware, parts, labor, and accidental; but some will limit the number of claims, charge a deductible per accidental incident, and do not cover spills (depending on the OEM). We will provide additional detail on specific manufacturers as needed.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	SHI offers all available original manufacturer warranties. Some OEM warranties will limit the number of claims, charge a deductible or limit coverage. SHI can provide additional detail on specific manufacturers as needed. If SHI Complete Care is purchased it does not cover water submersion claims, surge protection, intentional damage, or acts of nature.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For OEM warranties this will vary based on the warranty purchased and SHI can provide these details with specific OEM's.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	The standard OEM warranty would still apply to purchases made in Canada. If a customer has a warranty question on specific products SHI will help connect them to the OEM.	*
47	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?	Typically warranty services from an OEM will not cover items from other manufacturers. SHI Complete Care, described below, is vendor neutral and may be able to support in warranty OEM claims for select manufactures. If the customer purchases SHI Complete Care for their new devices, they will be 100% supported during the term of the contract.	*

48	What are your proposed exchange and return programs and policies?	SHI's return policy is customer-centered – we will always do our best to accommodate returns for any unopened box up to 30 days after receipt. Rarely, a customer might receive an incorrect, damaged or non-working (DOA) product; if a product issue occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened. After 30 days of receipt, SHI will still make a best-faith effort to accommodate a return. Occasionally, the product manufacturer has a "no returns" policy; in these cases we notify customers at the time of quote to ensure transparency and confidence in purchase. In these specific instances, SHI is unable to accommodate returns. Our return process is simple: In order to request a return, first contact your dedicated sales team, via email, phone, or through the "Request Return Authorization Number" section on the SHI.com website. Your Inside Account Manager will then provide you with a return authorization (RMA) number, along with a shipping label. With the RMA number clearly included on the shipping label, the customer then ships their return to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to have the return-product picked up directly. Once the return has been fully processed, SHI will credit the customer's invoice. In addition, we send out replacement orders prior to receiving returns in order to expedite the process for the customer. Occasionally, Software Publishers may require a customer to fill out a Letter of Destruction. In these cases, SHI provides the letter to customer, who signs and returns it to us. To help simplify and expedite the process, SHI takes care of the rest – processing the Letter of Destruction directly with the Software Publisher. At any point, if customers encounter issues with their products, the SHI Account Team is accessible and eager to help!
----	--	--

49	Describe any service contract options for the items included in your proposal.	SHI will pass on any included Manufacturer warranties at the time of purchase. In addition, we will educate the end-user on any and all available extended warranty, maintenance, and service programs at the time of quote. Should the customer have the need to use the warranty SHI can facilitate the interaction between the customer and the OEM. We will gladly provide any contact information or assist in escalating with the OEM when necessary. In addition, SHI can provide warranty options outside of what is available from the original manufacturer for a separate fee. We offer several options to support original Manufacturer warranties. These standard warranties typically offer limited, short-term coverage and can result in unexpected downtime and expensive repairs. Our Enterprise Warranty Services will extend the life of Member's technology investment and will keep their systems – and their business – running at peak performance. The benefits of our Enterprise Warranties include • Coverage up to 5 years; • 24/7 technical support; • U.S.-based call center; • Global support capabilities; • 100% coverage for commercial use, parts, labor, and accidental damage; • \$0 deductible. In addition, SHI provides comprehensive, flexible coverage for Product Protection that goes beyond a manufacturer's limited warranty and that provides • 100% coverage on parts and labor, normal wear and tear, and power surges; • "No Lemon" guarantee; • Replacement for products that are beyond repair; • No deductibles, hidden fees, or surprise charges; • Commercial use. Members' SHI Coverage can begin on the date of purchase or after the manufacturer's warranty expires, and coverage is not affected by what the limited manufacturer warranty offers. Our Warranty Services alleviate multi-year budgeting constraints and deliver service when and where Members need it! Included in Product Protection Services in basic triage and remote diagnosis; 24-hour advanced exchange, depot service, and three-way shipping. As an additional benefit, our warranties protect against accidental damage, including drops, spills, and cracked screens. Finally, SHI offers post-warranty and maintenance agreements for products that are still viable and in use! If Members maintain equipment under a warranty that is about to expire - or already has expired - SHI's post-warranty and maintenance agreements keep them covered. Our field engineers serve as an extension of the IT organization and deliver reliable, efficient, and customizable hardware maintenance support. Our program can consolidate multiple vendor agreements, and equipment can be added or removed from coverage at any time. We provide affordability and reliable alternatives to manufacturer maintenance agreements, and flexible contracting provides 40-60% cost-savings from OEMs to Member's organization. Our Level III engineering teams—hired directly from OEMs and averaging over 15 years of experience—have helped us earn extraordinary trust with our customers and are available in every major metropolitan area throughout North America. In collaboration with our partner network, SHI can access over 50 service locations and 110 global stocking locations to support Member needs, no matter where the equipment is located.
----	--	---

Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Net 30

51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Purchasing new hardware or software can be an expensive investment for even the most profitable organization. However, purchasing is not the only option: leasing and financing with SHI is an excellent alternative to buying IT products. The leasing/financing process is relatively simple. Our pricing models include monthly, quarterly, or annual terms, and once all documents are approved and signed, SHI ships products directly to the customer. Differences between Hardware Leasing and Software Financing Typically, our two lease options include Hardware (equipment) and finance Software. Hardware Leasing: SHI offers the following types of hardware leasing: Fair Market Value Lease (FMV) – FMV allows customers to use equipment for a specific term with the return of that equipment at the end of the contract. Customers can extend for a period or purchase equipment at the Fair Market Value. FMV is the most flexible option, and usually, at the end of the lease, we send equipment to our refurbishment partner for resale. \$1 Buy Out Lease - Some customers prefer to own the equipment at the end of the term. This option is a capital lease put on the Lessee's balance sheet as a capital expense. The benefits to leasing hardware with SHI include : • All equipment costs are covered with no need to obtain additional financing elsewhere. • Cash is available for income-producing investments. • Lease payments are fixed and easy to budget. • Technology doesn't become obsolete. • Risks are reduced, as add-ons and replacements are fast and easy. • Paperwork is reduced since the lessor handles all the invoices. • Diversity spending. The Lessee can have equipment and even other vendors' products and services included in the lease and receive diversity credits. • Planned Replacement. Leasing allows the customer to have a built-in replacement schedule. • Warranty and maintenance costs are reduced. • Leasing matches the expense to the benefit. • Customers do not need to dispose of equipment. • Payments are predictable and are not subject to interest rate fluctuations. Software Financing SHI offers Installment Payment Agreement (IPA), which provides ownership at the end term for transactions that are software and services based.
----	--	---

52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	We strive to help our customers execute their mission by getting the right technology, to the right people, at the right time. Once customers submit their requests for quotation to the Inside Account Team, a dedicated Inside Account Manager (IAM) will research the product and create a quotation based on the terms and conditions of the contract. The quote can then be published to shi.com, where the customer can retrieve the quote to place the order electronically with SHI. We also support ordering by phone, online ordering and email orders. All product offerings are available for online ordering, including non-catalogue items which are supported via our published quote feature. Published quotes are custom quotes the Inside Team creates and publishes to the website so the customer can log into their web catalogue and complete their purchase. The Inside Team creates customer quotes in Sales Center, an internal quote tool that is connected to our distributor network providing access to the most current inventory and pricing when our customers need a quote. Orders are entered into our A/X Order Entry System and updates for order confirmation and tracking are automatically generated and sent to the end user who placed the order. Customers may also track orders using their login on shi.com Our order management system is a complete order tracking and order maintenance system. All of the information resides on IAM desktops. Each day, we receive the tracking numbers for all products shipped from our distributors via EDI. These tracking numbers feed into the Sales Orders and are ready for immediate access by the designated Inside Account Manager. In addition, we provide this tracking information directly to our customers through Your Home at SHI. Authorized Sourcewell members can log onto our web site to check order status and tracking data direct from the carriers. We fully understand Members' need for flexibility in reporting, as well as the need for reports from the highest organizational level to the most granular. We have created our databases to remain flexible enough to be able to incorporate any organizational structure and to provide reports on any level within the organization. We begin with the most granular reporting level, by division or by bill to or by another criterion specified by Sourcewell. We then group the ordering units into the next level within the Member organization. The entities within that level will be grouped to form the next reporting level, and so on until we reach the enterprise-wide level. In addition to providing reports based on the organizational levels within Sourcewell, we also provide reports based on any combination. These features allow us to meet the reporting requirements of Sourcewell as well as individual Members.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	SHI accepts Credit Cards for purchases. Purchases up to \$50,000 will not incur any additional fees. A credit card transaction fee will be incurred for purchases over \$50,000.	*

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 Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
-----------	----------	------------

54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell 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.	We propose a 4.5% discount off of SHI Advertised List Price for all products purchased under this contract and believe presenting one discount across all product categories makes this contract more straightforward and efficient. It is important to note that this proposed discount is a minimum one, and there are many instances in which we can – and will – provide a greater discount. Whenever possible, we pass discounts and savings to our customers. Sourcewell can access detailed pricing data via our online catalog found at https://www.publicsector.shidirect.com/ We generally establish our Service Rates on a per-service basis, determined collaboratively with customers based upon their needs, and - when relevant - with Service Partners; we establish rates for services on individual SOWs, with SHI project management fees added as applicable to ensure project success. We are happy to provide more detailed information regarding service pricing upon request and have attached to this proposal a Sample Pricing Form, which includes reasonable estimates, for your review. We have attached a pricing document for your reference in the document upload section.	*
55	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.	SHI is offering 4.5% discount off of Advertised List for all products.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published List prices. Given the breadth of manufacturers and products that we offer, there will be many opportunities for us to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available, above and beyond the minimum discounts offered, whenever possible.	*
57	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.	All products will be considered contract purchases and therefore offered at a 4.5% discount.	*
58	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.	Given the overall breadth and customizable solutions offered under this contract it would be hard to detail every item that will not come standard with a given purchase. However, some additional charges we do address are non-standard shipping options, detailed in question 59 and credit card fees detailed in question 53. In addition, installation, project management, training and additional set-up services would not be part of a standard cost unless a customer specifically requests these services.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	SHI is able to ship products via any method the customer desires. These include: Standard Delivery - product is delivered to a fixed delivery point (such as a warehouse). Often times, shipping is free on standard delivery orders. Exceptions include very large pallets (servers that are racked/stacked), and any order that requires custom configuration. Inside Delivery - product is delivered to a location inside of a customer's building. SHI's logistics company is responsible for unloading the delivery vehicle. Loading dock may or may not be available. There is a fee associated with Inside Delivery. The fee is based upon the size and weight of the shipment and will be priced out at the time of quoting. Deskside Delivery - SHI's logistics company delivers the product directly to the end users' desk location within the customer's building. Loading dock may or may not be available. There is a fee associated with Deskside Delivery. The fee is based upon the size and weight of the shipment and will be priced out at the time of quoting. Overnight and Second-Day Delivery - this option is available for any non-custom items upon request. There is a fee for expedited delivery. Shipping prices are determined by size and weight of the delivery and can be discussed at time of quote.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Alaska, Hawaii, and Canada the perimeters set forth in answer 59 apply. For offshore delivery it will depend on the products and locations where it is being delivered.	*

61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As detailed in response to answer 26 above, we work loyally to maintain relationships with both our large IT Distributors (Ingram Micro, Tech Data, and Synnex) as well as smaller, local distributors and manufacturers directly. We receive electronic feeds from these distributors as well as the top publishers/OEMs in the industry. Our strong affiliations allow us to source from the supplier with inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order.	*
----	---	---	---

Pricing Offered

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

Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members 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 Sourcewell.	We take contract compliance very seriously, and to that end, we have a team within our Inside Sales Organization that is focused solely on this aspect of the business. Upon award, Denise convenes the ISO team to review the entire response and resulting contract. They create a document detailing all the specific facts regarding an SLA or a contractual obligation (reporting, pricing, and so on). After the document is complete, all supporting team members become trained around the contract. Once the contract is live, the compliance team conducts random quote audits to ensure that the contracted pricing is being honored. In addition, the team runs monthly reports to check all orders that have been placed. In the rare instance that an error is found, the customer is notified and the issue is immediately resolved. A team that is separate and distinct from our sales organization is responsible for reporting and submission of administration fees. We will capture the Sourcewell contract number upon order entry (this contract number is tied to the customer in our order entry system). When the usage report is due, our Sales Analyst team will pull all contract orders and send that data directly to Sourcewell. Once agreement is established, the Sales Analyst will request and send a check for the correct amount.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell 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.)	SHI proposes a 1% Administrative Fee. We believe this nominal fee keeps the contract competitive and even more marketable.

Industry Specific Questions

Line Item	Question	Response *	
65	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.	In our experience, there are a few key indicators of success for contracts of this type: 1) Overall sales revenue – the first, and most obvious, is simply the amount of sales that are being done through the contract. We look for these to grow each month. 2) Number of entities using the contract – we believe that in order to be viewed as a successful partner to Sourcewell we need to be adding net new buying entities to the contract. 3) Number of AEs who are using the contract – In addition to the number of public entities who use the contract, we also track the number of Account Executives at SHI who make use of the contract. We track this metric regularly and are always looking for 100% participation with our consortia contracts. 4) Customer Feedback – we rely on our customers to provide feedback with regards to doing business with SHI and believe this contract’s success can also be measured by customer feedback. Providing our customers flexible and viable contract options makes their jobs easier. When we lead with Sourcewell and educate Members on value, we expect we will get positive feedback.	*
66	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated or certified).	As a reseller SHI can only report the information given to us by the OEM or publisher community. We will work with Sourcewell and the publisher community to report as needed.	*

67	Describe your capability to identify third-party issued eco-labels, ratings or certifications for the equipment or products within your catalog related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	If requested, SHI can point customers to the OEM website or to the publishers directly to obtain this information.																																				
68	Describe your strategy related to the implementation and management of multiple cooperative purchasing contract awards, if applicable.	SHI has extensive experience administering and supporting consortia contracts quite similar to Sourcwell, and we are confident that our strategy to implement and manage multiple contracts is both reliable and robust. Most importantly, we have made the conscious decision to collaborate with only a few select Consortia partners in order to provide proactive, personalized support to those Consortia members, rather than attaining many partnerships and diffusing ourselves reactively. Our strategy to implement and manage these few contracts is simple: we take great care to meet the needs of each participating entity, whether that be an individual agency, city, county, township, school district, or higher education institution. Account Teams will meet regularly to audit the contract and to discuss areas in which SHI offers, or can offer, additional services in support of Sourcwell Members. Furthermore, SHI's Account Executives regularly meet with Sourcwell Members to discuss their purchase history, Volume Licensing Agreements, and upcoming projects, and needs. We listen attentively and use our Customer Business Review process to articulate Members' purchasing history and to identify opportunities for consolidation or more efficient use of pricing agreements. As appropriate, we will also hire and train additional Account Executives to ensure suitable coverage for the success of all Sourcwell Members. Finally, SHI dedicates a team to oversee our marketing plan for Sourcwell to ensure maximum participation, providing for a smooth experience for the current contract users as well as entities who join the contract during the agreement term. Our strategy for success with multiple purchasing contracts is further comprised of these steps: • Account Executives for each State and Region establish relationships with Members and IT administrators within the organization and update our CRM to record that contact. Each member receives SHI contact information, website information, and contract guidelines. • SHI's Inside Sales Team members give Members a tour of our website (shi.com), where they can create quotes, purchase items, obtain order status, and generate reports of their purchases. • SHI's marketing team subscribes our new CRM contacts to SHI's monthly newsletter and other correspondence. • SHI participates in statewide and local vendor events. SHI Account Executives and publisher partners meet with all relevant Members and discuss SHI's support plan and our partners' solutions. • SHI works with each State to create timely and meaningful Tech Days for individual state and local entities to attend to learn about new solutions for their IT environments. Each facet of our approach converges to ensure that SHI meets (and then exceeds!) both the Scope of Work and Terms and Conditions for each Member. As an example of our successful strategy, Jennifer Jensen, a NASPO SVAR customer from the City of Scottsdale who has worked closely with us praised: "...working with SHI to procure our software and maintenance has been a great experience. Our Account Manager is very hands on and [our] inside sales team is fast and efficient. They are responsive to our requests, have answered tough licensing questions (they have product specialists besides the regional teams who can dive deeper into the product if need be), keep a record of our purchases and our maintenance renewal dates, and have made the quote/PO/invoice process smooth. They are quick to communicate that they have received our requests and provide updates as the information becomes available."																																				
69	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	SHI has the experience and vendor partnerships in place to bring value to Sourcwell members. As detailed within our proposal, all of the leading manufacturers have established SHI as an authorized partner. Furthermore, SHI has a very diverse partner ecosystem, supporting over 15,000 Publishers and Manufacturers today. Included below is a sampling of the reseller certifications levels for some of our larger partners. <table><tr><td>3M COMPANY</td><td>Authorized Partner</td></tr><tr><td>ACER</td><td>Authorized Partner</td></tr><tr><td>ADOBE SYSTEMS, INC</td><td>Platinum</td></tr><tr><td>ADTRAN</td><td>Authorized Partner</td></tr><tr><td>APC</td><td>Elite Business Network Partner</td></tr><tr><td>APPLE, INC.</td><td>Corporate Reseller</td></tr><tr><td>ARUBA NETWORKS, INC.</td><td>Platinum Partner</td></tr><tr><td>AVAYA COMMUNICATION</td><td>Emerald Reseller</td></tr><tr><td>AMAZON WEB SERVICES</td><td>Authorized Partner</td></tr><tr><td>BARRACUDA</td><td>DMR #2 Partner</td></tr><tr><td>BELKIN</td><td>VIP Level</td></tr><tr><td>BLACK BOX</td><td>Authorized Partner</td></tr><tr><td>BLUE COAT SYSTEMS, LLC</td><td>Authorized Partner</td></tr><tr><td>BMC SOFTWARE</td><td>Driver Level</td></tr><tr><td>BORLAND SOFTWARE COMPANY</td><td>Authorized Partner</td></tr><tr><td>BRENTHAVEN</td><td>Authorized Partner</td></tr><tr><td>BROCADE COMMUNICATION SYSTEMS (Ruckus)</td><td>Authorized Partner</td></tr><tr><td>CANOGA PERKINS</td><td>Authorized Partner</td></tr></table>	3M COMPANY	Authorized Partner	ACER	Authorized Partner	ADOBE SYSTEMS, INC	Platinum	ADTRAN	Authorized Partner	APC	Elite Business Network Partner	APPLE, INC.	Corporate Reseller	ARUBA NETWORKS, INC.	Platinum Partner	AVAYA COMMUNICATION	Emerald Reseller	AMAZON WEB SERVICES	Authorized Partner	BARRACUDA	DMR #2 Partner	BELKIN	VIP Level	BLACK BOX	Authorized Partner	BLUE COAT SYSTEMS, LLC	Authorized Partner	BMC SOFTWARE	Driver Level	BORLAND SOFTWARE COMPANY	Authorized Partner	BRENTHAVEN	Authorized Partner	BROCADE COMMUNICATION SYSTEMS (Ruckus)	Authorized Partner	CANOGA PERKINS	Authorized Partner
3M COMPANY	Authorized Partner																																					
ACER	Authorized Partner																																					
ADOBE SYSTEMS, INC	Platinum																																					
ADTRAN	Authorized Partner																																					
APC	Elite Business Network Partner																																					
APPLE, INC.	Corporate Reseller																																					
ARUBA NETWORKS, INC.	Platinum Partner																																					
AVAYA COMMUNICATION	Emerald Reseller																																					
AMAZON WEB SERVICES	Authorized Partner																																					
BARRACUDA	DMR #2 Partner																																					
BELKIN	VIP Level																																					
BLACK BOX	Authorized Partner																																					
BLUE COAT SYSTEMS, LLC	Authorized Partner																																					
BMC SOFTWARE	Driver Level																																					
BORLAND SOFTWARE COMPANY	Authorized Partner																																					
BRENTHAVEN	Authorized Partner																																					
BROCADE COMMUNICATION SYSTEMS (Ruckus)	Authorized Partner																																					
CANOGA PERKINS	Authorized Partner																																					

CANON U.S.A., INC.	Authorized Partner
CIENA (LOA 2/2/18)	Authorized Partner
CISCO SYSTEMS, INC.	Gold Partner
CITRIX	Gold Partner
CLEARCUBE	Authorized Partner
COBHAM	Authorized Partner
COMMSCOPE, INC.	Authorized Partner
COMMVault SYSTEMS, INC.	Platinum VelocityPlus Partner
COREL CORPORATION	Authorized Partner
CORNING	Authorized Partner
DATACOM	Authorized Partner
DELL (FIPA 12/15/17)	Titanium Black
EATON CORPORATION	Authorized Partner
EMC CORPORATION	Titanium Black
ENDACE TECHNOLOGY	Authorized Partner
ENTCO GOVERNMENT SW	Authorized Partner
F5 NETWORKS, INC	Gold Partner
FIREEYE, INC.	Authorized Partner
FORCEPOINT, LLC	Authorized Partner
FORTINET, INC.	Authorized Partner
FUJITSU	Authorized Partner
GENERAL DYNAMICS	Authorized Partner
GIGAMON, INC.	Authorized Partner
GUIDANCE SOFTWARE, INC.	Authorized Partner
HITACHI	Silver Level
HONEYWELL	Silver Level
HP COMPANY	Platinum
HP ENTERPRISE COMPANY	Platinum
IBM CORPORATION	Premier Business Partner
INFOCUS	Authorized Partner
JUNIPER NETWORKS, INC.	Elite Partner
KINGSTON TECHNOLOGY CORP	Authorized Partner
LENOVO	Client: Premier & DCG: Platinum
LEXMARK INTERNATIONAL, INC	Tier 1 - Diamond Edge
LG CORPORATION	Authorized Partner
LOGITECH INTERNATIONAL	Authorized Partner
MCAFEE, INC.	Platinum
MICROSOFT CORPORATION	Gold LSP
MOTOROLA	Authorized Partner
NCS	Authorized Partner
NEC	Authorized Partner
NETAPP, INC.	Corporate Reseller
NETGEAR	Platinum
NORTEL	Authorized Partner
NOVELL	Gold
NUTANIX, INC.	Tier 1 Premier
OKI DATA	Authorized Partner
ORACLE AMERICA, INC.	Global Platinum Partner
PALO ALTO NETWORKS	Platinum
PANASONIC CORPORATION	TP3 Reseller
PNY TECHNOLOGIES, INC.	Authorized Partner
POLYCOM, INC.	Platinum
QUANTUM CORPORATION	Premier
QUARK SOFTWARE, INC.	Authorized Partner
Red Hat	Advanced Business Partner
REDSEAL, INC.	Authorized Partner
RSA SECURITY, LLC	Titanium DMR Level
SAMSUNG	P4 Platinum
SEAGATE TECHNOLOGY	Authorized Partner
SHARP ELECTRONICS CORPORATION	Authorized Partner - Display Solutions
SOLARWINDS, INC.	Level 1 Tier 1
SONY	Gold
SPIRENT COMMUNICATIONS	Authorized Partner
SPLUNK, INC.	Premier
SYMANTEC CORPORATION	Platinum
TOSHIBA CORPORATION	Platinum Preferred
TREND MICRO, INC.	National Channel Partner
TRIPP LITE	Authorized Partner
VIEWSONIC CORPORATION	Authorized Partner
VISIONEER, INC.	Authorized Partner
VMWARE, INC.	Corporate Reseller - Premier Level
WESTERN DIGITAL	Authorized Partner
XEROX CORPORATION	Authorized Partner

In addition, SHI's Enterprise Solutions Group has over 150 people who hold 3000+ technical certifications for various products and solutions we offer. Included below is a sampling of some of our technical certifications.

- Adobe RSA - enVision (RSA - enVision 3.7)
- Adobe GIAC Certified Intrusion Analyst (GCI/A)
- AGOEA TOGAF
- APC Technical Consultant for Data Center
- Apple Certified Technical Coordinator 10.7
- Apple MacOS X 10.7 Support Certification
- Check Point Certified Security Administrator
- Check Point Certified Security Administrator
- Check Point - Certified Instructor
- Check Point - Certified Security Expert+
- Cisco CCIE #23895 R&S
- Cisco advanced Wireless
- Cisco CCDA
- Cisco Certified Network Associate
- Cisco Data Center Storage Networking Design Specialist
- CCIE-19985 Routing & Switching
- Citrix - Netscaler Basic Operations and Admin
- Citrix Certified Administrator XenServer (v5.0) (CCA)
- Citrix Certified Administrator Xen Server
- Citrix Certified Administrator Xen Desktop
- CIW v5 ASSOCIATE
- Commvault ServiceAdvantage - Project Management Methodology Training
- CommVault Certified Services Associate Assessment - CVCSA
- CommVault Solution Architect Certification - CVSA
- CommVault® Technical Sales Professional Accreditation - CVTSP
- Compellent Storage Center
- CompTIA A+
- CompTIA Network+
- CompTIA Security+
- CompTIA A+
- CompTIA Server+
- DataCore DCIE
- Dell Blade Server Solutions - Technical
- Dell SC Series Storage Professional Certification Exam
- Dell Certified Professional - SC Series Storage
- Dell EMC Specialist - Technology Architect, Backup Recovery Solutions Version 6.0
- Dell EMC Expert - Technology Architect, Backup Recovery Solutions Version 6.0
- Dell EMC Specialist - Technology Architect, Backup Recovery Solutions Version 6.0
- EMC EMCTA
- EMC EMCPA
- EMC -PA
- EMC-Technology Architect
- EMC-Technology Architect
- Exin ITIL v2
- Exin ITIL v3
- HP Service Manager 9.x Software
- HP APP - HP Enterprise Solutions
- HP AIS - HP ProCurve Networking [2010]
- HP- AIS- Operations Manager Software v8 for Wins
- HP Operations Orchestration 9.x
- HPE ASE - Storage Solutions Architect V3
- HPE ATP - Storage Solutions V3
- HPE Master ASE - Storage Solutions Architect V3
- IBM Certified Deployment Professional Security SiteProtector System v2.0 SP 8.1
- IBM Certified Deployment Professional - Security Access Manager for Mobile
- ISC2 -- (CISSP) Certified Information Systems Security Professional
- ISC2 -- (ISSAP) Information Systems Security Architecture Professional
- ISC2 - (ISSEP) Information Systems Security Engineering Professional
- ISC2 -- (ISSMP) Information Systems Security Management Professional
- ITIL - V3 Foundations
- Exin - ITIL Foundations
- ITIL - Foundations
- LanDesk CLE
- LanDesk Certified LANDesk 9.0 Engineer
- LanDesk 8.8 Engineer
- McAfee Data Protection
- McAfee Network Security
- McAfee Risk & Compliance Management
- McAfee System Security
- Metastorm Provision
- Microsoft Certified IT Professional (MCITP): Enterprise Desktop Administrator on Windows 7
- Microsoft Certified IT Professional (MCITP): Enterprise Desktop Support Technician on Windows 7
- Microsoft Certified Technology Specialist (MCTS): Microsoft Exchange Server 2010, Configuration
- NetApp - Accredited Storage Architect
- Novell CNE
- Novell Certified Workload Management Administrator

		• Novell Systems & Resource Technical Specialist • Oracle VM Pre-Sales Assessment • Oracle Planning and Budgeting Cloud Service Specialist • Oracle Exadata Database Machine X2-2 and X2-8 Technology Support Specialist • Red Hat Certified Technician (RHCT) • RSA Certified System Engineer • RSA - Certified System Engineer - DLP • SANS.ORG GAWN - - GIAC Assessing and Auditing Wireless Networks (GAWN) • Secure Computing / McAfee Sidewinder v7 • Secure Computing / McAfee IronMail 6.5 • Security Horizon IAM - NSA INFOSEC Assessment Methodology • Security Horizon IEM- NSA INFOSEC Evaluation Methodology • SonicWall Certified SonicWALL Security Administrator • Splunk Sales engineer I • Symantec STS • Symantec Authorized Symantec Consultant • Symantec DLP 10.5 • Symantec Technical Specialist - Network Access Control • Symantec Data Loss Prevention STS 10.0 • Symantec Technical Specialist • VMware Certified Design Expert • VMware VCP 410 • VMware VCP 410 • VMware VTSP Business Continuity Technical Sales Accreditation 4 • VMware Infrastructure Virtualization Technical Post-Sales Accreditation: Capacity Planner Fundamentals • VMware Business Continuity Technical Post-Sales Accreditation: SRM 1 Implementation Fundamentals • VMware Desktop Virtualization Technical Sales Accreditation 4 • VMware VCP - VMware Certified Professional • Watchguard WCSP • Websense Hosted Security Should Sourcewell be interested in certain certifications that are not listed we are happy to confirm if we hold those additional certifications as well.	
70	Summarize your current approach to serving Sourcewell members in each vertical (state and local government, education, and not-for-profit) and plans to grow utilization of your solutions in the event of a Sourcewell contract award.	Our initial approach to facilitate solutions for Sourcewell Members in each vertical includes putting our best people in place with a clear purpose and a tangible passion for success. Our team is empowered and has the autonomy to respond directly to Member requests. Additionally, we have ensured that SHI support teams, who work regionally and vertically, have the training and resources they need to provide Members with immediate, accurate, up-to-date information and the authority to take action when needed. Sourcewell and its Members will have the support of the entire SHI team starting from the top down. We will grow our solutions in unison with a growing Sourcewell Member base, keeping pace with the demands and expanding proactively and – always – using best practices. Denise Verdicchio, our Senior Director of Public Sector Sales has been an essential team member with SHI since 1995. As Senior Director of Public Sector Sales, Denise provides in-person client support and sustains her team in the public sector; she has executive authority to approve terms and to resolve issues, and she responds to inquiries within 8 business hours. Denise is dedicated to supporting the Sourcewell contract and ensuring its success. Denise leads the Public Sector team, who is prepared and eager to support Sourcewell members. Our Account Executives, who live work, and play in the communities they serve, are dedicated to each vertical and will support State and Local Government, Education, and not-for-profit customers across the US and Canada. This Public Sector sales force will actively promote the availability of Sourcewell to customers and prospects across the country. With the assistance of our Public Sector marketing team. Sourcewell members will benefit from SHI's laser focus to be the best, while continuing to keep our costs aggressive with our low overhead. A dedicated approach to the Public Sector business for the last twenty years has helped us create solutions that are specific to the unique needs of State, Local, and Education customers across the country. Many of our customers have inquired about our relationship with Sourcewell; we are eager to contribute to your organization and are zealously confident that we are the ideal Sourcewell partner for this contract. We offer a fresh, new perspective to your Members and have worked tirelessly to improve as both a reseller and a total Solutions Provider. We bring integrity, purpose, and passion to Sourcewell and are grateful for your consideration.	*

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."
- [Financial Strength and Stability](#) - SHI Financials 2018-17.pdf - Tuesday August 13, 2019 17:28:09
 - [Marketing Plan/Samples](#) - Sourcewell Marketing Plan Draft and Sample marketing piece.pdf - Tuesday August 13, 2019 17:29:37
 - [WMBE/MBE/SBE or Related Certificates](#) - WBE Certificate_Exp_02-28-2020.pdf - Tuesday August 13, 2019 17:28:33
 - Warranty Information (optional)
 - [Pricing](#) - Sourcewell Pricing.pdf - Tuesday August 13, 2019 20:48:59
 - Supplemental Pricing Documentation (if needed) (optional)
 - Additional Document (optional)

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER’S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the “Proposer”), swears that the following statements are true to the best of his or her knowledge.

- 1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
- 2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
- 3. The contents of the Proposer’s proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
- 4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer’s Proposal.
- 5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
- 6. The Proposer agrees to deliver 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.
- 7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 8. The Proposer understands that Sourcewell will reject RFP proposals that are marked “confidential” (or “nonpublic,” etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a “trade secret,” and thus nonpublic data under Minnesota’s Data Practices Act.

The Proposer understands that it is the Proposer’s duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ 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.
- Aimee Ballenger, Public Program Manager

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.



Staff Report: 055-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/10/2023

SUBJECT Approval of Contract Amendment for a Cost Increase to Contract No. C-100825
RFQ #39-21 On-Call Facilities Condition Assessment

Key Points

An amendment to the current Contract with MENG Analysis is required to authorize additional funds to facilitate the continued city building assessments on City owned properties.

Strategic Plan Alignment

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

Present Situation

On February 16, 2022, a five (5) year Contract C-100825 was awarded to MENG Analysis with a "not to exceed" cost of \$300,000.00 without Council approval.

Currently Facilities has performed \$294,562.00 on City building assessments out of the \$300,000 approved for the Contract.

There has been increased usage of the Contract due to added City buildings needing assessments with approximately 29 buildings completed and 15 buildings left to complete assessments on. This has increased the spend rate on the not-to-exceed price of the Contract. Currently we have 3 years, 11 months left on this Contract.

Advantage(s)

Allows all City buildings to be assessed for better performance, maintenance and upgrades as needed to keep buildings in good working order and prolong the life of the buildings and equipment for public and City employee use. Using MENG to complete all the assessments allows the City to have a uniform product across all facilities.

Disadvantage(s)

None

Budget Impact

The increase in the Contract cap would allow the City to utilize the Contract within the current budget authority.

Prior Council Review

None

Action Requested

Approve a Contract Amendment #1 for an increase of \$500,000 for Contract No. C-100825 RFQ #39-21 On-Call Facilities Condition Assessment. and authorize the City Manager, or his designee, to increase the total Contract Amount to \$800,000 for the balance of the term of the contract.

Brian Taylor, Operations Superintendent, 360-487-8390; Michael Shrum, Facilities Contract Services Supervisor, 360-487-8260

ATTACHMENTS:

- ▣ Contract C-100825, RFQ #39-21 On-Call Facilities Condition Assessment
- ▣ Amendment #1



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

Contract #:	C-100825
Start Date:	Mar 1, 2022
End Date:	Feb 28, 2027
Total Contract Amount:	\$300,000.00

EGM, Inc.
 2001 Western Ave
 Ste 200
 Seattle, WA 98121

Submit all invoices and questions to:

Timothy Buck / Tim.Buck@cityofvancouver.us

Contract Overview

The Contractor shall provide on-call facilities condition assessments on an as needed basis per RFP 39-21, their response and the executed agreement. All work shall be coordinated by the Project Manager.

This notices shall serve as the official notice to proceed for this contract.

Terms and Conditions

Visit our website at <https://www.cityofvancouver.us/fms/page/terms-and-conditions> to access either the general terms and conditions (Rev. 05/2017) or the Professional Services terms and conditions (Rev. 05/2017), which are applicable if there is no written contract.

Authorized Signature

SERVICE AGREEMENT C-100825

AMENDMENT No. 1

FACILITIES ASSESSMENT CONSULTING SERVICES

This Agreement amends the Professional Services Agreement number C-100825 by and between the City of Vancouver, hereinafter referred to as "City", and MENG Analysis, hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$500,000 to a revised authorized amount of \$800,000.
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

CONTRACTOR:

MENG Analysis

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: 056-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/10/2023

SUBJECT Interlocal Cooperative Agreement with the City of Camas for the Job Order Contracts

Key Points

- The City of Vancouver currently has two job order contracts (JOC) awarded to Halbert Construction and SDB Contracting Services for a not-to-exceed amount of \$4 million per year per contractor.
- The City of Camas would like to piggyback on these contracts to utilize the terms and conditions of the JOC Contract to perform various job order projects on Camas facilities.
- Staff is recommending the execution of a new interlocal agreement with City of Camas to allow them to utilize the two JOC contracts for up to \$300,000 each.

Strategic Plan Alignment

Objective 10.1: Lend the City's support, as appropriate, to assist with the success of community projects

Present Situation

On October 24, 2022, the City of Vancouver awarded two JOC contracts to Halbert Construction and SDB Contracting Services for a not-to-exceed value of \$4,000,000 per year. Each contract is for two years with the option to extend for one additional year. To date the City has executed approximately \$1,100,000 in JOC projects under each contract.

This interlocal would allow the City of Camas to utilize \$300,000 of the available \$4,000,000 under each contract for their projects under separate contracts with each Contractor. This utilization of the contract would still leave the City of Vancouver sufficient spending available for each contract to complete JOC projects while allowing another agency to benefit from the JOC program.

Advantage(s)

This interlocal agreement allows the City of Camas to utilize the City's JOC contract while still retaining enough contract value for all City of Vancouver projects.

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

Award of JOC contracts on October 24, 2022

Action Requested

Authorize the City Manager or designee to execute the Interlocal Agreement with City of Camas for the Job Order Contracting Program.

Anna Vogel, Procurement Manager, 360-487-8429

ATTACHMENTS:

- ▣ Camas Vancouver JOC Piggyback Interlocal - Halbert
- ▣ Camas Vancouver JOC Piggyback Interlocal - SDB

INTERLOCAL COOPERATIVE PURCHASE AGREEMENT

This Interlocal Cooperative Purchase Agreement (hereinafter, the “agreement”) is made by and between the City of Vancouver, Washington, a municipal corporation under the laws of the State of Washington (hereinafter referred to as "Vancouver"), with its principal place of business at 415 W 6th Street in Vancouver, Washington, and the City of Camas, Washington, a municipal corporation under the laws of the State of Washington (hereinafter referred to as "Camas"), with its principal place of business at 616 NE 4th Avenue, Camas, Washington (collectively referred to as the "parties", and individually as a “party”).

WHEREAS, Vancouver has entered into job order contract #101036 for construction services (hereinafter referred to as the “JOC Contract”) with Halbert Construction Services, LLC (hereinafter referred to as “Contractor”) commencing on November 8, 2022; and

WHEREAS, Camas wishes to utilize the terms and conditions of the JOC Contract to perform various job order projects on Camas facilities; and

WHEREAS, the Parties hereto have the authority to enter into this agreement in accordance with Chapter 39.34 RCW, the Interlocal Cooperation Act.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants herein contained, the parties hereto agree as follows:

It is agreed by the parties as follows:

1. **Term.** The term of this agreement in respect to each party shall commence on the date of last signature by the parties hereto and shall remain in effect during the duration of the JOC Contract until terminated by a party as provided in paragraph 5 of this Agreement.
2. **Cooperative Purchase.** Vancouver authorizes a no cost change to the JOC Contract that the Contractor provide Camas with job order construction services on Camas facilities directly to Camas on the same terms and conditions of the JOC Contract, except that the obligations owed to the Vancouver under such agreement will be owed by Contractor to Camas including but not limited to obligations to provide performance and payment bonds for work performed and insurance endorsements that name Camas as additional insured. Contractor shall directly invoice Camas for any and all such work provided, and all work orders shall state "All work described herein provided directly to the City of Camas, Washington by the Contractor are subject to the terms and conditions of the JOC Contract, City of Vancouver Contract #101036 commencing, dated November 8, 2022. The City of Vancouver is not a party to, nor responsible for, performance of or payment for the work described in this invoice." Camas shall issue all job orders and perform all fiscal and program responsibilities for the projects to be identified by Camas. A true and correct copy of the JOC Contract agreement is attached hereto as Attachment "A" and incorporated in its entirety by this reference.
3. **Compensation and Payment.** The parties agree that the total value of all work orders issued under this agreement shall not exceed \$300,000.00 USD. The Contractor shall directly invoice Camas and Camas shall directly pay the Contractor pursuant to the payment and compensation terms identified within the JOC Contract.

4. **Financial Responsibility.** Camas shall be solely financially responsible for the payment of the purchase price of goods and services provided under the JOC contract and received by Camas under the terms of this agreement.
5. **Ownership.** Title to all items purchased by any party to this agreement shall remain in the name of such party.
6. **Termination.** Any party to this agreement may terminate its participation by giving the other party to the agreement thirty (30) days written notice of such intent to terminate.
7. **Limitations.** The parties shall not jointly acquire property or jointly budget funds under the authority of this agreement.
8. **Statutory Compliance.** Each party agrees to comply with any statutory requirements applicable to such party when acting under this agreement.
9. **Administration.** No new or separate legal or administrative entity is created to administer the provisions of this agreement. Pursuant to RCW 39.34.030(4)(a), the administrator for this Agreement shall be determined by Vancouver.
10. **Right to Contract – Independent Action Preserved.** Each party reserves the right to contract independently for the acquisition of goods or services without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.
11. **Hold Harmless.** Camas specifically acknowledges that Vancouver shall have no liability or responsibility for the performance of the Contractor with respect to Camas job orders. Camas shall defend and hold Vancouver harmless from any and all claims, suits, losses, costs (including attorney's fees), and/or damages of any kind whatsoever arising out of or in any way resulting from Camas's issuance of job orders and performance by any party pursuant to same facilitated by this agreement. Vancouver makes no representations or warranties of any kind, including, without limitation regarding the contractors, performance, or terms and conditions of the JOC Contract.
12. **Entirety of Agreement.** This agreement contains or incorporates all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any parties hereto.

Dated: _____

Dated: _____

For Vancouver,
CITY OF VANCOUVER,
a municipal corporation

For Camas,
CITY OF CAMAS,
a municipal corporation

Eric Holmes, City Manager

Signature

Attest:

Printed Name and Title

Natasha Ramras, City Clerk

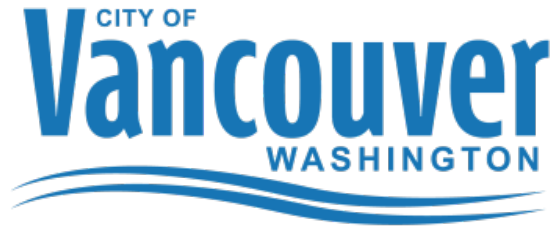
Approved as to form:

Jonathan J. Young, City Attorney

ATTACHMENT "A"

CITY OF VANCOUVER, WA
JOB ORDER CONTRACT

CONTRACT #101036



CITY OF VANCOUVER, WA
CONTRACT No. C-101036

For

JOB ORDER CONTRACTING SERVICES

FOR GENERAL CONSTRUCTION

Initial Agreement Term: November 1, 2022 through October 31, 2024

(Owner Renewal Option: Up to one (1) additional one-year term)

Between

CITY OF VANCOUVER, WASHINGTON

And

HALBERT CONSTRUCTION SERVICES LLC

Contents

ARTICLE I: DEFINITIONS 4

ARTICLE II: CONTRACT DOCUMENTS, RELATIONSHIP OF PARTIES 7

2.1 Contract Documents..... 7

2.2 General..... 7

2.3 Submittal of Requested Information 8

ARTICLE III: WORK OF THIS JOB ORDER CONTRACT 9

3.1 General..... 9

3.2 Minimum Contract Value 9

3.3 Maximum Contract Value..... 9

3.4 Assignment of Work and Award of Individual Job Orders 10

3.5 Initiation of a Job Order 10

3.6 Preparation of a Job Order Proposal 11

3.7 Review of the Job Order Proposal and Issuance of the Job Order 14

3.8 Job Order Performance 14

3.9 Quality Control 15

3.10 Permits, Fees, and Notices 15

3.11 Access to Work 15

ARTICLE IV: PRICING OF THE WORK 17

4.1 General..... 17

4.2 Job Order Price 17

4.3 Contractor’s Adjustment Factors 17

4.4 Labor and Materials Bond and Performance Bond..... 19

4.5 Retainage..... 19

4.6 Insurance 20

4.7 Items Not Found in RS Means 21

4.8 Hours of Work 21

4.9 Payment of Labor..... 22

4.10 Payment to the Contractor..... 23

ARTICLE V: CONTRACT TERM, COMMENCEMENT, COMPLETION, AND LIQUIDATED DAMAGES 24

5.1 Contract Term 24

5.2 Commencement Date..... 24

5.3 Completion Date 24

5.4 Liquidated Damages 24

ARTICLE VI: SUBCONTRACTING 25

6.1 Statutory Requirements..... 25

6.2 Subcontractor Responsibility Criteria..... 25

ARTICLE VII: MISCELLANEOUS..... 27

7.1	Cooperative Purchasing	27
7.2	E-Verify	27
7.3	Employment of Labor	27
7.4	Equal Opportunity.....	27
7.5	Joint Venture Contractor.....	28
7.6	Indemnity and Hold Harmless	28
7.7	Ownership of Records and Documents.....	29
7.8	Public Disclosure	29
7.9	City Business License	29
7.10	Governing Law	30
7.11	Compliance with the Law	30
7.12	Disputes.....	30
7.13	Audit	30
7.14	Assignment	31
7.15	Contract Amendment.....	31
7.16	Termination for Convenience	31
7.20	Future Non-Appropriation of Funds	32
7.21	Debarment and Suspension.....	32
7.22	Entire Agreement.....	32
7.25	Notices	33

EXHIBITS

Exhibit #1 – JOC System License and Fee Agreement

Exhibit #2 – Special Provisions

Exhibit #3 – The Construction Task Catalog

Exhibit #4 – The Technical Specifications

Exhibit #5 – Modifications to the WSDOT Standard Specifications

Exhibit #6 – General Conditions for Facility Construction

Exhibit #7 – Supplemental to Wage Rates

Exhibit #8 – Section 3 Employment and Business Opportunity

Exhibit #9 – Washington State Non-Discrimination Clause – First Class Cities

Exhibit #10- Non-Collusion and Debarment Affidavit

Exhibit #11 - Certification for Federal-Aid Contracts

Exhibit #12 – Labor and Materials Bond and Performance Bond

JOB ORDER CONTRACTING SERVICES FOR GENERAL CONSTRUCTION

This Contract is entered into by and between the City of Vancouver, a municipal corporation of the State of Washington (referenced herein as “Owner”), and Halbert Construction Services LLC (referenced herein as “Contractor”) hereinafter referred to as Parties. This Job Order Contract shall be the agreed basis of performing and compensating for all Owner issued Job Orders to Contractor.

In consideration of the mutual covenants and agreements of the Parties herein contained, the Contractor agrees to furnish all material, labor, tools, equipment, apparatus and facilities necessary to perform and complete all Work called for in the Contract Documents.

This Job Order Contract is entered into pursuant to the provisions of the Revised Code of Washington (RCW) 39.10.430. In executing this Job Order Contract, the Parties acknowledge that the scope of work will be delegated by the Owner on the basis of Job Orders. Contractor has agreed to offer its services to perform said Work per Owner issued RFP No. 32-22, Contractor’s proposal to said RFP, and City Council’s approval on October 24, 2022 of Staff Report No. 153-22.

ARTICLE I: DEFINITIONS

In addition to the definitions set forth in the General Conditions, the following definitions shall apply to this Job Order Contract:

- 1.1 Adjustment Factor** - The Contractor’s competitively proposed price adjustment to the unit prices as published in RS Means. The contents and variations allowed in the Adjustment Factor are further defined in this Job Order Contract.
- 1.2 Base Term** - The initial period of the Contract and does not include any Option Terms.
- 1.3 Contract Award Amount** - The minimum dollar amount of total Job Orders Owner commits to spending.
- 1.4 Detailed Scope of Work** - A document setting forth the work the Contractor is obligated to complete for a particular Job Order.
- 1.5 Estimated Annual Value** - An estimate of the value of Job Orders that could be issued by the Owner each year.
- 1.6 Job Order** - A written order issued by the Owner, such as a Purchase Order, requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. The contents of the Job Order are further defined in this Job Order Contract and the General Conditions. A project may consist of one or more Job Orders.
- 1.7 Job Order Completion Time** - The time within which the Contractor must complete the Detailed Scope of Work.

- 1.8 Job Order Price** - The value of the approved Job Order Price Proposal and the amount the Contractor will be paid for completing a Job Order.
- 1.9 Job Order Price Proposal** - A price proposal prepared by the Contractor that includes the Pre-priced Tasks, Non-Pre-priced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.
- 1.10 Job Order Proposal** - A set of documents including at least: (a) Job Order Price Proposal; (b) required drawings or sketches; (c) list of anticipated Subcontractor; (d) Construction schedule; and (e) other requested documents.
- 1.11 Job Order Request** - An order issued by Owner to Contractor requesting a price for a proposed scope of work to be performed pursuant to a Job Order issued under this Job Order Contract.
- 1.12 Joint Scope Meeting** - A site meeting to discuss the work before the Detailed Scope of Work is finalized.
- 1.13 Maximum Contract Value** - The maximum value of Job Orders that the Contractor may receive under this Contract.
- 1.14 Minimum Contract Value** - The minimum value of Job Orders that the Contractor is guaranteed the opportunity to perform under this Contract.
- 1.15 Non Pre-priced Task** - A task that is not set forth in RS Means.
- 1.16 Normal Working Hours** - Includes the hours from 7:00 a.m. to 6:00 p.m. Monday through Friday, except for Owner holidays.
- 1.17 Notice to Proceed** - A written notice issued by the Owner directing the Contractor to proceed with construction activities to complete the Job Order.
- 1.18 Open Contract Sum** - The total sum of all open Job Orders.
- 1.19 Option Term** - An additional period of time beyond the Contract Term which extends the termination date of the Contract.
- 1.20 Other than Normal Working Hours** - Includes the hours of 6:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and Owner Holidays.
- 1.21 Pre-priced Task** - A task described in, and for which a Unit Price is set forth in, RS Means.
- 1.22 Project** - The collective improvements to be constructed by the Contractor pursuant to a Job Order, or a series of related Job Orders.
- 1.23 Request for Job Order Proposal** - A written request to the Contractor to prepare a Job Order Proposal for the Detailed Scope of Work referenced therein.
- 1.24 RS Means** - A comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.
- 1.25 Schedule of Values** - A written breakdown allocating the total Job Order Price to each category of Work, in such detail as requested by Owner.
- 1.26 Specifications** - That portion of the Contract Documents consisting of the written requirements for contract administration, materials, equipment, systems, standards and workmanship for the Job Order Work, and performance of related services, and including Divisions 0 (less Bidding Requirements) through Division 17.

- 1.27 Supplemental Job Order** - A secondary Job Order developed after the initial Job Order has been issued for the purpose of changing, deleting, or adding work to the initial Detailed Scope of Work, or changing the Job Order Completion Time.
- 1.28 Technical Specifications** - The written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- 1.29 Unit Price** - The price published in RS Means for a specific construction or construction related work task. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that specific Pre-priced Task.

ARTICLE II: CONTRACT DOCUMENTS, RELATIONSHIP OF PARTIES

2.1 Contract Documents

The Contract Documents, as detailed below, form the complete agreement between the Parties, and are as fully a part of this Job Order Contract as if attached to this Job Order Contract or repeated herein. The Contract Documents represent the entire and integrated agreement between the Parties related to this Project and supersede prior negotiations, representation or agreements, either written or oral. The Contract documents consist of the following and any inconsistency in the parts of the Contract documents shall be resolved by the following this order of precedence:

- a. Amendments to the Contract (later amendment takes precedence over previous)
- b. JOC Services for General Construction Contract
- c. Job Order Contract Purchase Order (including Detailed Scopes of Work, Job Order Proposals, and any additional conditions or specifications)
- d. Amendments to the WSDOT Standard Specifications
- e. WSDOT Standard Specifications for Road and Bridge Construction
- f. General Conditions for Job Order Contracts
- g. Addenda to Request for Proposal 32-22
- h. Request for Proposal 32-22
- i. Successful Proposer's Proposal
- j. RS Means
- k. Technical Specifications

2.2 General

The Contractor accepts the relationship of trust and confidence established by this Job Order Contract and covenants with the Owner to cooperate with the Owner through every phase of the Work and utilize the Contractor's best skill, efforts and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best way and most expeditious and economical manner consistent with the interests of the Owner. The Contractor further recognizes that in order for the Project to be completed on time and within budget the Contractor and the Owner will have to closely cooperate to meet the Owner's financial constraints. The Contractor shall closely cooperate on a regular basis to revise materials, methods, estimates and schedules as necessary to perform and complete the Work consistent with the Contract Time unless adjusted by Supplemental Request.

2.3 Submittal of Requested Information

Contractor, upon request of the Owner, shall submit the following information in a format acceptable to the Owner:

- a. A list of Job Orders issued,
- b. The cost of each Job Order,
- c. A list of the subcontractors hired under each Job Order,
- d. The cost of each subcontract under each Job Order,
- e. A copy of the intent to pay prevailing wages and the affidavit of wages paid for each Job Order subcontract, and
- f. Any other information requested.

ARTICLE III: WORK OF THIS JOB ORDER CONTRACT

3.1 General

This Job Order Contract is an indefinite delivery, indefinite quantity (IDIQ) contract pursuant to which the Contractor may perform an ongoing series of individual Projects at different locations throughout the City. The Contract Documents include a RS Means books containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for all direct and indirect costs of construction. The Owner will use the JOC Contractors to perform general construction work including, but not limited to, interior renovations, tenant improvements, interior mechanical, electrical, structural as well as concrete work, asphalt paving, underground utilities, park trails and grounds, communication network installation, channelization, permanent signing and installation of electrical traffic control devices such as flashing beacons and radar feedback signals. The Owner expects the average job to be less than \$100,000. This expected average is presented for information only and is not a commitment.

3.2 Minimum Contract Value

The Minimum Contract Value for this Contract is \$10,000. The Contractor is guaranteed to receive the opportunity to perform Job Orders totaling at least \$10,000 during the term of this Contract.

The Estimated Annual Value for each Contract is \$4,000,000. The Contractor may be issued Job Orders totaling up to the Estimated Annual Value during any year of the Contract. The Contractor is not guaranteed to receive this value of Job Orders. It is merely an estimate. The Owner has no obligation to issue Job Orders in excess of the Minimum Contract Value.

The Owner reserves the right to issue Job Orders up to the maximum amount specified in RCW 39.10.440. The Maximum Contract Value shall not exceed the amount set forth in RCW 39.10.440. In addition, the Owner may elect to carry over any unused capacity from the previous year and add the value to the immediate following year limit. The maximum annual volume including unused capacity shall not exceed the limit of two years.

3.3 Maximum Contract Value

The maximum dollar amount for an individual Job Order is three hundred fifty thousand dollars (\$350,000). All Job Orders for the same project (original plus any Supplemental Job Orders) shall be treated as a single Job Order for the purpose of the \$350,000 limit. A Job Order issued for any particular project must not exceed \$350,000, exclusive of sales tax.

The Owner intends to use the JOC Contractors to perform general construction work including, but not limited to, interior renovations, tenant improvements, interior mechanical, electrical, structural as well as concrete work, asphalt paving, underground utilities, park trails and grounds, communication network installation, channelization, permanent signing and installation of electrical traffic control devices such as flashing beacons and radar feedback signals. The Owner expects the average job to be less than \$100,000. This expected average is presented for information only and is not a commitment.

3.4 Assignment of Work and Award of Individual Job Orders

The Owner may award an individual Job Order to any selected Contractor. The Owner reserves the right to limit the number of Job Orders assigned to a contractor at one time. Selection of the Contractor and award of the Job Order will be in compliance with established Owner procedures and based on one or more of the following criteria:

1. Rotational selection among all Contractors, unless otherwise determined by the Owner.
2. Evaluation of past and current performance on Job Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, design management requirements, etc.
3. Balancing of workload (Job Order dollar volume and construction backlog) among Contractors.
4. Management of Job Order dollar volume within bonding limitations of the Contractor.
5. Price, as it relates to the Owner's independent cost estimate or to an offer from any other contractor.
6. Contractor's responsiveness to the Owner on Job Orders.

3.5 Initiation of a Job Order

As the need exists, the Owner will notify the Contractor of a Project, schedule a Joint Scope Meeting and issue a Notice of Joint Scope Meeting. The Contractor should be available with 24 hours of the invitation to attend the Joint Scope Meeting. In cases of emergencies Contractors may be required to attend a Joint Scope Meeting with in an hour of the request.

The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum:

- a. the general scope of the work;
- b. alternatives for performing the work and value engineering;
- c. access to the site and protocol for admission;
- d. hours of operation;
- e. staging area;
- f. requirements for catalog cuts, technical data, samples and shop drawings;

- g. requirements for professional services, sketches, drawings, and specifications;
- h. construction duration;
- i. liquidated damages;
- j. the presence of hazardous materials;
- k. date on which the Job Order Proposal is due;
- l. Whether or not additional general or special conditions may apply to the Job Order.

Upon completion of the joint scoping process, the Contractor will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Owner shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the Owner will issue a Request for Job Order Proposal that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the Owner, will be the basis on which the Contractor will develop its Job Order Proposal and the Owner will evaluate the same. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.

3.6 Preparation of a Job Order Proposal

1. The Contractor's Job Order Proposal shall include, at a minimum:
 - a. Job Order Price Proposal;
 - b. Required drawings or sketches;
 - c. List of anticipated Subcontractors and Materialmen;
 - d. Construction schedule; preliminary subject to change with the approval of the project manager.
 - e. Other requested documents.

Failure to submit the required documents listed above shall result in the proposal being rejected.
2. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
3. The Contractor will prepare Job Order Price Proposals in accordance with the following:
 - a. Pre-priced Task: A task described in, and for which a unit price is set forth in, RS Means.
 - b. Non Pre-priced Task: A task that is not set forth in the Construction RS Means.
 - c. Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:
 - i. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.

- ii. If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The Owner may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable.
- iii. The final price submitted for Non Pre-priced Tasks shall be according to the following formula:

For Non Pre-priced Tasks Performed with Contractor's Own Forces:

A = The hourly rate for each trade classification not in RS Means multiplied by the quantity;

B = The rate for each piece of Equipment not in RS Means multiplied by the quantity;

C = Lowest of three independent quotes for all materials.

Total for a Non Pre-priced Tasks performed with Contractor's Own Forces = (A+B+C) x Non Pre-Priced Task Adjustment Factor

For Non Pre-priced Tasks Performed by Subcontractors:

If the Non Pre-priced Task is to be subcontracted, the Contractor must submit three independent quotes for the work.

D = Lowest of three Subcontractor Quotes

Total Cost for Non Pre-priced Tasks performed by Subcontractors = D x Non Pre-Priced Task Adjustment Factor

- iv. After a Non Pre-priced Task is used on two separate Job Orders, the Unit Price for such task will be established, following approval by the Owner, and fixed as a permanent Non Pre-Priced Task which will no longer require price justification.
 - v. The Owner's determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.
4. Whenever, because of trade jurisdiction rules or small quantities, the cost of a minor task in the Job Order Price Proposal is less than the cost of the actual labor and material to perform such task, the Owner may permit the Contractor to be paid for such task as

a Non Pre-priced Task, or use Pre-priced labor tasks and material component pricing to cover the actual costs incurred; provided, however, that there is no other work for the Contractor's trade on the Project or other work for that trade cannot be scheduled at the same time and the final charge does not exceed \$1,000.

5. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid without mark-up. The costs of expediting services or equipment use fees are not reimbursable. The City, at its discretion, has the option to pay the filing or permit fees through a City funds transfer if so desired to keep these fees out of the JOC project costs.
6. The Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing.
7. The Contractor's Job Order Proposal shall be submitted by the date indicated on the Request for Job Order Proposal. All incomplete Job Order Proposals shall be rejected. The time allowed for preparation of the Contractor's Job Order Proposal will depend on the complexity and urgency of the Job Order but should average between seven and fourteen days. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.
8. In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly and the due date will be so indicated on the Request for Job Order Proposal or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.
9. By submitting a Job Order Proposal to the Owner, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Job Order Proposal at the price submitted. It is the Contractor's responsibility to include the necessary tasks and quantities in the Job Order Price Proposal and apply the appropriate Adjustment Factor(s) prior to delivering it to the Owner.
10. If the Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.

3.7 Review of the Job Order Proposal and Issuance of the Job Order

- a. The Owner will evaluate the entire Job Order Price Proposal and compare these with the Owner's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed.
- b. The Contractor may choose the means and methods of construction; subject however, to the Owner's right to reject any means and methods proposed by the Contractor that:
 - i. Will constitute or create a hazard to the work, or to persons or property;
 - ii. Will not produce finished Work in accordance with the terms of the Contract; or
 - iii. Unnecessarily increases the price of the Job Order when alternative means and methods are available.
- c. The Owner reserves the right to reject a Job Order Proposal or cancel a Project for any reason. The Owner also reserves the right not to issue a Job Order if it is determined to be in the best interests of the Owner. The Owner may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the Owner.
- d. By submitting a Job Order Proposal to the Owner, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Job Order Proposal at the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to the Owner.
- e. Each Job Order provided to the Contractor shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. The Job Order, signed by the Owner and delivered to the Contractor constitutes the Owner's acceptance of the Contractor's Job Order Proposal. A signed copy of the Job Order will be provided to the Contractor.
- f. In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the Owner. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Request for Job Order Proposal, Detailed Scope of Work, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.

3.8 Job Order Performance

Upon issuance of a job order the Contractor shall work with the assigned project manager to complete the work.

The Contractor shall provide full documentation to the Owner of all work, including, but not limited to: weekly meeting notes during construction, inspection reports, a comprehensive monthly summary report including status of all open Work Orders, punch-list reports as needed, as-built drawings and related items and any other reporting required or requested by the City.

During construction the Contractor will be required to submit, on a monthly basis, in a format acceptable to the City, a full cost-accounting report of the status of all expenses and individual budget items within the JOC for each Work Order, as well as quarterly reports of year-to-date and life-to-date contract expense.

3.9 Quality Control

Contractor is responsible for quality control and shall establish and maintain an effective quality control system. The Quality Control (QC) system shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction and operations which complies with Job Order requirements. The Contractor shall review and certify as correct, complete, and in compliance with equipment as required by the Contract Documents. Quality Control is the sole responsibility of the Contractor.

3.10 Permits, Fees, and Notices

Unless otherwise provided in the Job Order, Contractor shall obtain all permits, licenses, and inspections necessary for proper execution and completion of the Work. Owner will pay the permitting authority directly for the cost of any building permit. All other permits are the financial responsibility of the Contractor. Prior to Final Acceptance, the approved, signed permits shall be delivered to Owner. Contractor shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

3.11 Access to Work

The City, its Agent, and/or its Representative shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide facilities for such access so that the City, its Agent, and/or its Representative may perform their functions under the Job Order documents. If the specifications, the City, its Agent, and/or its Representative instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the City, its Agent, and/or its Representative timely notice of its readiness for observation by the Owner's Representative or inspection by another authority, and if the inspection is by an authority other than the City, its Agent, and/or its Representative, of the date fixed for such inspection, required certificates of inspection being secured by the Contractor. Observations by the City, its

Agent, and/or its Representative shall be promptly made, and where practicable at source of supply.

If any work should be covered up without approval or consent of the City, its Agent, and/or its Representative, it must, if required by the City, its Agent, and/or its Representative, be uncovered for examination at the Contractor's expense.

Re-examination of questioned work may be ordered by the City, its Agent, and/or its Representative and, if so requested, the work must be uncovered by the Contractor. If such work be found in accordance with the issued Job Order documents, the Owner will pay the cost of re-examination and replacement.

ARTICLE IV: PRICING OF THE WORK

4.1 General

Contractor shall furnish all supervision, labor, materials, tools, supplies, equipment and transportation to perform all operations necessary and required in accordance with the terms and conditions of the Contract, and as further specified in individual Job Orders. Pricing will be provided in excel spread sheet format exported from Construction Task Catalog.

4.2 Job Order Price

The pricing of the Job Order shall be determined as follows: The unit price for each item to be used from RS Means. The price (unit price x quantity x Adjustment Factor) is the total amount to be paid to the Contractor for the item for self-performed items or subcontractor-performed items. Cost for building permits, inspection fees, utility hookup fees, and other jurisdictional fees should be included on the Job Order Proposals as separate line items.

4.3 Contractor's Adjustment Factors

The Adjustment Factor for work performed during Normal Working Hours is 1.2175 for this contract. This is fixed for a period of one year and may be adjusted per the ENR CCI Index according to the average of the twenty cities. The Adjustment Factor for work performed during Other than Normal Working Hours is set at 1.2480. The Adjustment Factor for non-pre-priced work is set at 1.2150. These Adjustment Factors includes business costs, construction costs, and price variations.

1. Business costs included in the Contractor's Adjustment Factors include:

- a. Overhead costs, including, but not limited to: home office overhead, insurance, bonds, and indemnification, project meetings, training, management and supervision, mobilization and close-out for the contract and each Job Order, and project office staff and equipment.
- b. Profit.
- c. Subcontractor's overhead and profit.
- d. All taxes for which a waiver is not available with the exception of the Washington Sales Taxes which will not be part of the adjustment factor(s) but rather a separate line item on each Job Order. However, the use tax on materials for WAC 458-20-171 projects shall be part of the adjustment factor(s).
- e. Employee or Subcontractor's wage rates that exceed the prevailing wage rates.
- f. Fringe benefits, payroll taxes, worker's compensation, insurance costs and any other payment mandated by law in connection with labor that exceeds the labor rate allowances.

- g. Cost of financing the work.
 - h. Business risks such as the risk of a lower than expected volume of work, smaller than anticipated Job Orders, poor Subcontractor performance, and inflation or material cost fluctuations.
2. Construction costs included in the Contractor's Adjustment Factors include:
- a. Services required to obtain filings and permits.
 - b. Preparation and modification of proposals, sketches, drawings, submittals, as-built drawings, CADD drawings, microfilm, and other project records.
 - c. Incidental engineering and architectural services.
 - d. Office trailer and portable toilets for Contractor's use.
 - e. Construction vehicles such as pick-up trucks, utility trucks, vans, flatbed trucks, tractors, trailers, etc.
 - f. Storage devices or items such as gang boxes and containers for Contractor's tools, equipment and materials.
 - g. Personnel safety equipment (e.g., hard hats, safety harnesses with lifeline or cabling, protective clothing, safety glasses, face shields, etc.), basic safety and warning signage, railings, minor barricades, tape, roping, cable, markings, cones; including traffic control cones, barrels and basic traffic sign, etc.
 - h. Meeting Owner security requirements.
 - i. Excess waste including roofing, drywall, VCT, carpet, wall covering, ceiling tile, pipe, conduit, siding, concrete, etc. This list is not intended to be all inclusive, but descriptive of the types of construction materials that are typically sold in standard lengths, sizes and weights.
 - j. Removing and returning Owner's furniture and furnishings (e.g. chairs, tables, pictures, etc. but excluding modular furniture, wall or ceiling attached or fastened devices or furnishings, safes or other furniture requiring disassembly).
 - k. Sealing, windows, and openings with plastic to contain construction dust and debris within the work area.
 - l. Daily clean-up.
 - m. Final professional project clean-up.
 - n. Costs resulting from inadequate supply of building materials, fuel, electricity, or skilled labor.
 - o. Costs resulting from productivity loss.
 - p. Working in extreme temperatures (below or above normal) or adverse conditions such as excessive rain, wind, sleet or snow.
 - q. Differences in project size; complexity and location.
 - r. All costs for other than discreet items of work specifically required to complete a particular Job Order.

3. Price Variations:

- a. Contractors may find differences in labor, equipment and material costs due to certain economic factors. Variations in labor cost can also result from labor efficiency, labor restrictions, working conditions and local work rules. Variations in material costs can also result from the quantity of material purchased, the existing relationship with suppliers, and because the materials have been discontinued or have become obsolete.
- b. While diligent effort is made to provide accurate and reliable up-to-date pricing, it is the responsibility of the Contractor to review and analyze the unit prices, and to calculate their Adjustment Factors accordingly, prior to bidding.
 1. General Costs:
 - a. This list is not exhaustive and is intended to provide general examples of cost items to be included in the Contractor's Adjustment Factor as defined in the Contract.
 - b. The only compensation to be paid to a Contractor for the unit price tasks will be:

Published Unit	X	Installation(or	X	Appropriate
Price		Demolition) Quantity		Adjustment Factor
 - c. No additional payments of any kind whatsoever will be made. All costs not included in the unit prices must be part of the Adjustment Factors.

4.4 Labor and Materials Bond and Performance Bond

The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Labor and Materials Bond and a Performance Bond, on the forms provided by the Owner, in the amount of \$2,000,000 (one million dollars) executed by itself as principal and by a surety company authorized, licensed to do business in the State of Washington on the approved City of Vancouver form. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Revised Code of Washington, Chapter 39.08. The term of each Bond shall be one (1) year. In the event the parties agree to exercise the Contract extension, the Contractor shall deliver a new Labor and Materials Bond and a Performance Bond in the same manner.

4.5 Retainage

Per RCW 39.10.450, for purposes of chapters 39.08, 39.12, 39.76, and 60.28 RCW, each Job Order issued shall be treated as a separate contract.

Retainage on this contract will be administered in accordance with RCW 60.28.011. If RCW 60.28.011 is revised during the course of the contract, the most current language shall apply to this Contract.

4.6 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 Owner.

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

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 agreement.	
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
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
V. Builders Risk	
Builder's "All Risk" Property Insurance	\$1,000,000
a. Coverage to include personal property of others in the care, custody, and control of the contractor. Coverage should be written for 100% of the completed value.	
b. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a".	

Washington Stop Gap Coverage: Consultants located in in North Dakota, Ohio, West Virginia, Washington and Wyoming must have Washington Stop Gap coverage listed on the Certificate of Liability Insurance. The limits and aggregates noted above must apply to the Stop Gap coverage as well.

Coverage Trigger: The insurance must be written on an “occurrence” basis. This must be indicated on the certificate. Claims made policies will not be acceptable.

City Listed as Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the CGL policy and shown on the certificate as an additional insured with an additional insured endorsement.

City shall be listed as the Certificate Holder.

4.7 Items Not Found in RS Means

Non-priced items are specific line items not found in RS Means. Contractor shall submit unit prices for non-priced items that include reimbursement for all direct and indirect costs of the work, including overhead and profit, bond and insurance costs:

- a. Direct costs for Labor and Materials: Owner may request up to three bids from sources acceptable to Owner.
- b. Equipment Costs: If not found in the Unit Price Book, equipment charges shall be computed on the basis of actual invoice costs or if owned, from the current edition of one of the following sources: Associated General Contractors General Contractors Washington State Department of Transportation (AGC WSDOT) Equipment Rental Agreement; current edition; State of Washington Utilities and Transportation Commission for trucks used on highways; National Electrical Contractors Association for equipment used for electrical work; and Mechanical Contractors Association of America for equipment used on mechanical work.

The Equipment Watch Rental Rate (Blue Book) shall be used as a basis for establishing rental rates of equipment not listed in the above sources. The maximum rate for standby equipment shall not exceed that shown in the AGC WSDOT Equipment Rental Agreement, current edition.

4.8 Hours of Work

In addition to the Adjustment Factor for Work that is conducted during Normal Working Hours (7:00AM to 6:00PM, Monday through Friday), the Contractor may utilize a separate

Adjustment Factor for Other than Normal Working Hours that occurs during Other than Normal Working Hours (6:00PM to 7:00AM, Monday through Friday, and weekends and holidays), if the Owner requested submission of such alternate Adjustment Factor at the time final proposals were due. Unless specifically identified or amended in the issued Job Order, all work shall be performed during Normal Working Hours.

4.9 Payment of Labor

1. For projects performed under this contract, the Contractor may be required to submit weekly/bi-weekly Certified Payrolls to Procurement Services upon request. The Job Order will specify if this is required.
2. The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the work of this Contract will be paid not less than the prevailing rate of wage for an hours work in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvwagelookup.aspx>. Prevailing wage rate will be based on the date of the Job Order Proposal.
3. 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 therein shall be final and conclusive and binding on all parties involved in the dispute.
4. In connection with this Contract, for each issued Job Order, the Contractor and each subcontractor shall complete or have on file a current "Statement of Intent to Pay Prevailing Wages" (Form L&I Number F700-029-000) before payment will be made for work performed. An approved "Affidavit of Wages Paid" form must be filed upon completion of the project. These forms are available from Washington State Department of Labor & Industries and can be filed electronically at <http://www.lni.wa.gov/TradesLicensing/PrevWage/>. The Department of Labor and Industries charges a fee for such approval and certification, which fee shall be paid by the Contractor. Any change in the fee will NOT be grounds for revision in Job Order Price.

The Contractor shall include this provision in all sub-contracts and shall require that it be placed in all lower tier subcontracts.

5. All workers delivering fill, sand, gravel, crushed rock, transit/concrete mix, asphalt or other similar materials and all workers removing any materials from the construction site as required by the specifications are subject to the provisions of RCW chapter 39.12

and are entitled to the appropriate Prevailing Wage Rate. For purposes of this contract, such materials are for specified future use and per WAC 296-127-018, delivery and pick-up of the above listed materials constitutes incorporation.

4.10 Payment to the Contractor

Progress payments to the Contractor shall be made within 30 days of receipt of the fully executed pay estimate or invoice , as approved by the Owner and as long as all contractual requirements have been met by the Contractor.

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 39.08.030 RCW 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.

The Contractor shall submit invoices to the Owner covering both professional fees and project expenses, as applicable. The Owner reserves the right to correct any invoices paid in error according to the rates set forth in the specific Job Order. Owner and Contractor agree that any amount paid in error by the Owner 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.

ARTICLE V: CONTRACT TERM, COMMENCEMENT, COMPLETION, AND LIQUIDATED DAMAGES

5.1 Contract Term

The initial term of this Job Order Contract is two (2) years, with an option on the part of the Owner to extend the Job Order Contract for an additional one (1) year, as provided in RCW 39.10.440. All extensions must be priced as in the Request for Proposal and mutually agreed to by the Owner and the Job Order Contractor.

All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Statement of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.

5.2 Commencement Date

The commencement of Contract Time for any Job Order shall be the Contract Execution Date as defined in the General Conditions. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of Contractor.

5.3 Completion Date

Each Job Order will specify the Physical Completion Dates for the Work. The Contractor shall attain Physical Completion within the dates established in the Job Orders.

5.4 Liquidated Damages

The applicable liquidated damages, if any, for failure to attain either Substantial Completion or Physical Completion will be specified by the Owner in the Job Order.

ARTICLE VI: SUBCONTRACTING

6.1 Statutory Requirements

1. Contactor shall comply with RCW 39.10.440, including, Contractor shall subcontract at least ninety percent (90%) of the Work performed under this Contract to entities other than the Contractor, including subsidiaries of the Contractor or Joint Venture member.
2. Contractor shall distribute subcontracted work as equitably as possible among qualified and available subcontractors including minority and woman-owned subcontractors to the extent permitted by law as demonstrated on the subcontractor and supplier project submission, and shall limit subcontractor bonding requirements to the greatest extent possible.
3. Contractor shall publish notification of intent to perform public works projects at the beginning of each contract year in a statewide publication and in a legal newspaper of general circulation in every county in which the public works projects are anticipated.
4. Contractor shall comply with RCW 39.10.450, including Contractor shall prepare and submit to the Washington State Office of Minority and Women's Business Enterprises a subcontracting plan that equitably spreads certified women and minority business enterprise subcontracting opportunities, to the extent permitted by the Washington state civil rights act, RCW 49.60.400, among the various subcontract disciplines.

6.2 Subcontractor Responsibility Criteria

2. The Contractor shall include the language of this section in each of its first-tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.
3. At the time of subcontract execution, the Contractor shall verify that each of its first-tier subcontractors meets the following bidder responsibility criteria:
 - a. 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;
 - b. Have a current Washington Unified Business Identifier (UBI) number;
 - c. 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.
- d. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- e. Have received training on the requirements related to public works and prevailing wage under Chapter 39.04 RCW and Chapter 39.12 RCW;
- f. 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.

ARTICLE VII: MISCELLANEOUS

7.1 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. Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the Owner incurring any financial or legal liability for such purchases. The Owner, at its sole discretion, may allow other public agencies to purchase goods and services under this specific Contract, provided that the Owner 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. The Owner will provide a written authorization to that specific agency when such authorization is granted.

In addition, those public agencies who wish to use this contract must have an expressed, written Inter-Local Agreement (ILA) from the Owner specifically authorizing them to use of this specific contract. Previously executed ILAs do not extend that authorization to this contract. JOC Contractors shall be subject to the same contractual obligations.

7.2 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 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 Owner's request. Failure by Contractor to comply with this subsection shall be considered a material breach.

7.3 Employment of Labor

The Contractor agrees that all persons employed in it and by any of its subcontractors in work done pursuant to this Contract shall not be employed in excess of 8 hours in any one day, except as provided or allowed by law.

7.4 Equal Opportunity

It is the policy of the Owner to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program.

No person shall, on the grounds of race, color, religion, sex, handicap, national origin, age, citizenship, marital status, political affiliation or belief, be denied employment or benefits, or be discriminated against as a consumer, administrator or staff person under any program or activity receiving funds under this contract.

In compliance with Department of Labor Regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity.

Contractor shall provide equal opportunity in the administration of the contract and its subcontracts or other agreements.

7.5 Joint Venture Contractor

In the event that Contractor is a joint venture of two or more partners, all rights and responsibilities of the Contract shall be joint and several. Any notice, order, direction, request, or communication given by the Owner to the Contractor under this Contract shall be considered given to all joint venture partners if given to any one or more of such joint venture partners. Any notice, request or other communication given to the Owner by any joint venture partner shall be deemed to have been given by, and shall bind, all joint venture partners. In the event of the dissolution of the joint venture, the Owner shall have the unqualified right to select which joint venture partner(s), if any, shall continue with the Work under this Contract. Such selected partner(s) shall assume all liabilities, obligations, rights, and benefits of the Contractor under this Contract. Dissolution of the joint venture shall not be effected without prior consultation with the Owner. In the event of failure or inability of any joint venture partner(s) to continue performance under this Contract, the remaining joint venture partner(s) shall perform all services and Work and assume all liabilities, obligations, rights, and benefits of the Contractor under this Contract. Nothing in this Paragraph shall be construed or interpreted to limit the Owner's rights under this Contract or by law to determine whether the Contractor or any joint venture partner thereof has performed within the terms of this Contract.

7.6 Indemnity and Hold Harmless

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

This indemnity and hold harmless shall include any claim made against the Owner 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 Owner and the Contractor, such cost, fees and expenses shall be shared between the Owner 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 Owner. 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.

The Contractor agrees to include this language in each of their subcontracts and require of their lower tier Subcontractors that these provisions be included in the language of their Subcontracts.

7.7 Ownership of Records and Documents

All materials, writings and products produced by the Contractor in the course of performing this Contract shall immediately become the property of the Owner. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such materials, writings and products to the Owner. A copy may be retained by the Contractor.

7.8 Public Disclosure

Contractor should be aware that any records they submit to the Owner or that are used by the Owner may be subject to public records under the Washington Public Records Act (Chapter 42.56 RCW). The Owner must promptly disclose public records upon request unless a statute exempts them from disclosure. Contractor should also be aware that if even a portion of a record is exempt from disclosure, generally, the rest of the record must be disclosed. Exemptions, including those for trade secrets and "valuable formula," are narrow and specific. Contractor should clearly mark any record they believe is exempt from disclosure prior to submitting them to the Owner.

If Contractor is notified of a request for public disclosure, it is the Contractor's sole responsibility and discretionary decision to pursue a lawsuit under RCW 42.56.540 to enjoin disclosure. Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the Owner from any costs, attorney fees, or penalty assessment under Ch.42.56 RCW. However, if Contractor does not timely obtain and serve an injunction, the Owner will disclose the records, in accordance with applicable law.

7.9 City Business License

Contractor shall maintain a valid City of Vancouver business license during the term of or performance of Work under this Contract.

7.10 Governing Law

This agreement and the rights of the parties herein shall be governed by the laws of the State of Washington. Venue shall be in Clark County, Washington.

7.11 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.

7.12 Relation to Parties

The Contractor, its subcontractors, agents and employees are independent contractors performing services for the Owner and are not employees of the Owner; 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 Owner in any way except as may be specifically provided in the Statement of Work.

7.13 Use of City's Name

Contractor may not use any of Owner's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of the Owner, which permission may be withheld for any or no reason and may be subject to certain conditions.

7.14 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 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 the 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.

7.15 Disputes

In the event of any dispute between the parties regarding performance of this Agreement, prior to commencement of litigation, Owner may require Contractor to participate in mediation or arbitration, or both, in any forum or format as determined by Owner.

7.16 Audit

Contractor agrees and shall grant Owner or its representative access to records relating to Work under this Contract for auditing purposes. Auditing shall be at the Owner's

discretion. Audits shall be performed in accordance with all Local, State and Federal requirements/statutes. Agencies not covered by Federal single audit requirements may be responsible for an independent agency audit, which meets general accepted auditing standards.

7.17 Assignment

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

7.18 Contract Amendment

All changes to this Contract, except for changes to the Work for each specific issued Job Order, must be made by written amendment and signed by all parties to this Contract and shall be incorporated via written amendments to the Contract. The City Manager, or designate, is hereby authorized to execute amendments on behalf of the City.

7.19 Termination for Convenience

The Owner, 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 Owner.

7.20 Termination for Cause

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

If it is later determined by the Owner that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Contractor, the Owner 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.

7.21 Opportunity to Cure

The Owner at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by Owner and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the Owner shall have the right to terminate the Contract without any further obligation to the Contractor. Any such

termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

7.22 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.

7.23 Future Non-Appropriation of Funds

If sufficient funds are not appropriated or allocated for payment under this Contract for any future fiscal period, the Owner will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the Owner in the event this provision applies.

7.24 Debarment and Suspension

By entering into this Contract, Contractor certifies that they are not debarred or suspended or otherwise excluded from or are ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". In addition, Contractor certifies that its subcontractor are not debarred or suspended during their contract period.

7.25 Entire Agreement

This Contract incorporates all the terms, covenants and understandings between the parties hereto and are merged into this document. No other agreements or prior understandings, verbal or otherwise, of the parties, or their agents, shall be considered as part of this agreement, or as valid or enforceable unless set forth herein.

7.26 Binding Effect

The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.

7.27 Ratification

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

7.28 Notices

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

Owner: Anna Vogel
Procurement Manager
City of Vancouver
415 W 6th St.
P O Box 1995

Vancouver WA 98668-1995

Anna.vogel@cityofvancouver.us

Contractor: Tracey Malone
Vice President/Member
Halbert Construction Services LLC
12013 NE 99th Street, Ste 1630
Vancouver, WA 98682
tracey@halbertconstruction.com

IN WITNESS WHEREOF, the Parties hereto have executed this Job Order Contract by having their authorized representatives affix their signatures below.

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:



Eric Holmes, City Manager

11/2/2022

Date

Attest:

DocuSigned by:



Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



Jonathan Young, City Attorney

CONTRACTOR:

Halbert Construction Services LLC

DocuSigned by:



Signature

Tracey Malone vice President

Printed Name /Title

10/26/2022

Date

INTERLOCAL COOPERATIVE PURCHASE AGREEMENT

This Interlocal Cooperative Purchase Agreement (hereinafter, the “agreement”) is made by and between the City of Vancouver, Washington, a municipal corporation under the laws of the State of Washington (hereinafter referred to as "Vancouver"), with its principal place of business at 415 W 6th Street in Vancouver, Washington, and the City of Camas, Washington, a municipal corporation under the laws of the State of Washington (hereinafter referred to as "Camas"), with its principal place of business at 616 NE 4th Avenue, Camas, Washington (collectively referred to as the "parties", and individually as a “party”).

WHEREAS, Vancouver has entered into job order contract #101035 for construction services (hereinafter referred to as the “JOC Contract”) with SDB Contracting Services (hereinafter referred to as “Contractor”) commencing on November 8, 2022; and

WHEREAS, Camas wishes to utilize the terms and conditions of the JOC Contract to perform various job order projects on Camas facilities; and

WHEREAS, the Parties hereto have the authority to enter into this agreement in accordance with Chapter 39.34 RCW, the Interlocal Cooperation Act.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants herein contained, the parties hereto agree as follows:

It is agreed by the parties as follows:

1. **Term.** The term of this agreement in respect to each party shall commence on the date of last signature by the parties hereto and shall remain in effect during the duration of the JOC Contract until terminated by a party as provided in paragraph 5 of this Agreement.
2. **Cooperative Purchase.** Vancouver agrees to a no cost change to the JOC Contract that the Contractor provide Camas with job order construction services on Camas facilities directly to Camas on the same terms and conditions of the JOC Contract, except that the obligations owed to the Vancouver under such agreement will be owed by Contractor to Camas including but not limited to obligations to provide performance and payment bonds for work performed and insurance endorsements that name Camas as additional insured. Contractor shall directly invoice Camas for any and all such work provided, and all work orders shall state "All work described herein provided directly to the City of Camas, Washington by the Contractor are subject to the terms and conditions of the JOC Contract, City of Vancouver Contract #101035 commencing, dated November 8, 2022. The City of Vancouver is not a party to, nor responsible for, performance of or payment for the work described in this invoice." Camas shall issue all job orders and perform all fiscal and program responsibilities for the projects to be identified by Camas. A true and correct copy of the JOC Contract is attached hereto as Attachment "A" and incorporated in its entirety by this reference.
3. **Compensation and Payment.** The parties agree that the total value of all work orders issued under this agreement shall not exceed \$300,000.00 USD. The Contractor shall directly invoice Camas and Camas shall directly pay the Contractor pursuant to the payment and compensation terms identified within the JOC Contract.

4. **Financial Responsibility.** Camas shall be solely financially responsible for the payment of the purchase price of goods and services provided under the JOC contract and received by Camas under the terms of this agreement.
5. **Ownership.** Title to all items purchased by any party to this agreement shall remain in the name of such party.
6. **Termination.** Any party to this agreement may terminate its participation by giving the other party to the agreement thirty (30) days written notice of such intent to terminate.
7. **Limitations.** The parties shall not jointly acquire property or jointly budget funds under the authority of this agreement.
8. **Statutory Compliance.** Each party agrees to comply with any statutory requirements applicable to such party when acting under this agreement.
9. **Administration.** No new or separate legal or administrative entity is created to administer the provisions of this agreement. Pursuant to RCW 39.34.030(4)(a), the administrator for this Agreement shall be determined by Vancouver.
10. **Right to Contract – Independent Action Preserved.** Each party reserves the right to contract independently for the acquisition of goods or services without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.
11. **Hold Harmless.** Camas specifically acknowledges that Vancouver shall have no liability or responsibility for the performance of the Contractor with respect to Camas job orders. Camas shall defend and hold Vancouver harmless from any and all claims, suits, losses, costs (including attorney's fees), and/or damages of any kind whatsoever arising out of or in any way resulting from Camas's issuance of job orders and performance by any party pursuant to same facilitated by this agreement. Vancouver makes no representations or warranties of any kind, including, without limitation regarding the contractors, performance, or terms and conditions of the JOC Contract.
12. **Entirety of Agreement.** This agreement contains or incorporates all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any parties hereto.

Dated: _____

Dated: _____

For Vancouver,
CITY OF VANCOUVER,
a municipal corporation

For Camas,
CITY OF CAMAS,
a municipal corporation

Eric Holmes, City Manager

Signature

Attest:

Printed Name and Title

Natasha Ramras, City Clerk

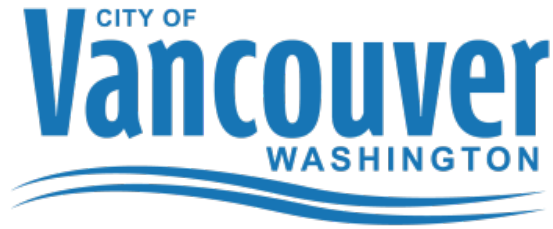
Approved as to form:

Jonathan J. Young, City Attorney

ATTACHMENT "A"

CITY OF VANCOUVER, WA
JOB ORDER CONTRACT

CONTRACT #101035



CITY OF VANCOUVER, WA
CONTRACT No. C-101035

For

JOB ORDER CONTRACTING SERVICES

FOR GENERAL CONSTRUCTION

Initial Agreement Term: November 1, 2022 through October 31, 2024

(Owner Renewal Option: Up to one (1) additional one-year term)

Between

CITY OF VANCOUVER, WASHINGTON

And

SDB, INC.

Contents

ARTICLE I: DEFINITIONS 4

ARTICLE II: CONTRACT DOCUMENTS, RELATIONSHIP OF PARTIES 7

2.1 Contract Documents..... 7

2.2 General..... 7

2.3 Submittal of Requested Information 8

ARTICLE III: WORK OF THIS JOB ORDER CONTRACT 9

3.1 General..... 9

3.2 Minimum Contract Value 9

3.3 Maximum Contract Value..... 9

3.4 Assignment of Work and Award of Individual Job Orders 10

3.5 Initiation of a Job Order 10

3.6 Preparation of a Job Order Proposal 11

3.7 Review of the Job Order Proposal and Issuance of the Job Order 14

3.8 Job Order Performance 14

3.9 Quality Control 15

3.10 Permits, Fees, and Notices 15

3.11 Access to Work 15

ARTICLE IV: PRICING OF THE WORK 17

4.1 General..... 17

4.2 Job Order Price 17

4.3 Contractor’s Adjustment Factors 17

4.4 Labor and Materials Bond and Performance Bond..... 19

4.5 Retainage..... 19

4.6 Insurance 20

4.7 Items Not Found in RS Means 21

4.8 Hours of Work 21

4.9 Payment of Labor..... 22

4.10 Payment to the Contractor..... 23

ARTICLE V: CONTRACT TERM, COMMENCEMENT, COMPLETION, AND LIQUIDATED DAMAGES 24

5.1 Contract Term 24

5.2 Commencement Date..... 24

5.3 Completion Date 24

5.4 Liquidated Damages 24

ARTICLE VI: SUBCONTRACTING 25

6.1 Statutory Requirements..... 25

6.2 Subcontractor Responsibility Criteria..... 25

ARTICLE VII: MISCELLANEOUS..... 27

7.1	Cooperative Purchasing	27
7.2	E-Verify	27
7.3	Employment of Labor	27
7.4	Equal Opportunity.....	27
7.5	Joint Venture Contractor	28
7.6	Indemnity and Hold Harmless	28
7.7	Ownership of Records and Documents.....	29
7.8	Public Disclosure	29
7.9	City Business License	29
7.10	Governing Law	30
7.11	Compliance with the Law	30
7.12	Disputes.....	30
7.13	Audit	30
7.14	Assignment	31
7.15	Contract Amendment.....	31
7.16	Termination for Convenience	31
7.20	Future Non-Appropriation of Funds	32
7.21	Debarment and Suspension.....	32
7.22	Entire Agreement.....	32
7.25	Notices	33

EXHIBITS

Exhibit #1 – JOC System License and Fee Agreement

Exhibit #2 – Special Provisions

Exhibit #3 – The Construction Task Catalog

Exhibit #4 – The Technical Specifications

Exhibit #5 – Modifications to the WSDOT Standard Specifications

Exhibit #6 – General Conditions for Facility Construction

Exhibit #7 – Supplemental to Wage Rates

Exhibit #8 – Section 3 Employment and Business Opportunity

Exhibit #9 – Washington State Non-Discrimination Clause – First Class Cities

Exhibit #10- Non-Collusion and Debarment Affidavit

Exhibit #11 - Certification for Federal-Aid Contracts

Exhibit #12 – Labor and Materials Bond and Performance Bond

JOB ORDER CONTRACTING SERVICES FOR GENERAL CONSTRUCTION

This Contract is entered into by and between the City of Vancouver, a municipal corporation of the State of Washington (referenced herein as “Owner”), and SDB, Inc. dba SDB Contracting Services (referenced herein as “Contractor”) hereinafter referred to as Parties. This Job Order Contract shall be the agreed basis of performing and compensating for all Owner issued Job Orders to Contractor.

In consideration of the mutual covenants and agreements of the Parties herein contained, the Contractor agrees to furnish all material, labor, tools, equipment, apparatus and facilities necessary to perform and complete all Work called for in the Contract Documents.

This Job Order Contract is entered into pursuant to the provisions of the Revised Code of Washington (RCW) 39.10.430. In executing this Job Order Contract, the Parties acknowledge that the scope of work will be delegated by the Owner on the basis of Job Orders. Contractor has agreed to offer its services to perform said Work per Owner issued RFP No. 32-22, Contractor’s proposal to said RFP, and City Council’s approval on October 24, 2022 of Staff Report No. 153-22.

ARTICLE I: DEFINITIONS

In addition to the definitions set forth in the General Conditions, the following definitions shall apply to this Job Order Contract:

- 1.1 Adjustment Factor** - The Contractor’s competitively proposed price adjustment to the unit prices as published in RS Means. The contents and variations allowed in the Adjustment Factor are further defined in this Job Order Contract.
- 1.2 Base Term** - The initial period of the Contract and does not include any Option Terms.
- 1.3 Contract Award Amount** - The minimum dollar amount of total Job Orders Owner commits to spending.
- 1.4 Detailed Scope of Work** - A document setting forth the work the Contractor is obligated to complete for a particular Job Order.
- 1.5 Estimated Annual Value** - An estimate of the value of Job Orders that could be issued by the Owner each year.
- 1.6 Job Order** - A written order issued by the Owner, such as a Purchase Order, requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. The contents of the Job Order are further defined in this Job Order Contract and the General Conditions. A project may consist of one or more Job Orders.
- 1.7 Job Order Completion Time** - The time within which the Contractor must complete the Detailed Scope of Work.

- 1.8 Job Order Price** - The value of the approved Job Order Price Proposal and the amount the Contractor will be paid for completing a Job Order.
- 1.9 Job Order Price Proposal** - A price proposal prepared by the Contractor that includes the Pre-priced Tasks, Non-Pre-priced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.
- 1.10 Job Order Proposal** - A set of documents including at least: (a) Job Order Price Proposal; (b) required drawings or sketches; (c) list of anticipated Subcontractor; (d) Construction schedule; and (e) other requested documents.
- 1.11 Job Order Request** - An order issued by Owner to Contractor requesting a price for a proposed scope of work to be performed pursuant to a Job Order issued under this Job Order Contract.
- 1.12 Joint Scope Meeting** - A site meeting to discuss the work before the Detailed Scope of Work is finalized.
- 1.13 Maximum Contract Value** - The maximum value of Job Orders that the Contractor may receive under this Contract.
- 1.14 Minimum Contract Value** - The minimum value of Job Orders that the Contractor is guaranteed the opportunity to perform under this Contract.
- 1.15 Non Pre-priced Task** - A task that is not set forth in RS Means.
- 1.16 Normal Working Hours** - Includes the hours from 7:00 a.m. to 6:00 p.m. Monday through Friday, except for Owner holidays.
- 1.17 Notice to Proceed** - A written notice issued by the Owner directing the Contractor to proceed with construction activities to complete the Job Order.
- 1.18 Open Contract Sum** - The total sum of all open Job Orders.
- 1.19 Option Term** - An additional period of time beyond the Contract Term which extends the termination date of the Contract.
- 1.20 Other than Normal Working Hours** - Includes the hours of 6:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and Owner Holidays.
- 1.21 Pre-priced Task** - A task described in, and for which a Unit Price is set forth in, RS Means.
- 1.22 Project** - The collective improvements to be constructed by the Contractor pursuant to a Job Order, or a series of related Job Orders.
- 1.23 Request for Job Order Proposal** - A written request to the Contractor to prepare a Job Order Proposal for the Detailed Scope of Work referenced therein.
- 1.24 RS Means** - A comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.
- 1.25 Schedule of Values** - A written breakdown allocating the total Job Order Price to each category of Work, in such detail as requested by Owner.
- 1.26 Specifications** - That portion of the Contract Documents consisting of the written requirements for contract administration, materials, equipment, systems, standards and workmanship for the Job Order Work, and performance of related services, and including Divisions 0 (less Bidding Requirements) through Division 17.

- 1.27 Supplemental Job Order** - A secondary Job Order developed after the initial Job Order has been issued for the purpose of changing, deleting, or adding work to the initial Detailed Scope of Work, or changing the Job Order Completion Time.
- 1.28 Technical Specifications** - The written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- 1.29 Unit Price** - The price published in RS Means for a specific construction or construction related work task. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that specific Pre-priced Task.

ARTICLE II: CONTRACT DOCUMENTS, RELATIONSHIP OF PARTIES

2.1 Contract Documents

The Contract Documents, as detailed below, form the complete agreement between the Parties, and are as fully a part of this Job Order Contract as if attached to this Job Order Contract or repeated herein. The Contract Documents represent the entire and integrated agreement between the Parties related to this Project and supersede prior negotiations, representation or agreements, either written or oral. The Contract documents consist of the following and any inconsistency in the parts of the Contract documents shall be resolved by the following this order of precedence:

- a. Amendments to the Contract (later amendment takes precedence over previous)
- b. JOC Services for General Construction Contract
- c. Job Order Contract Purchase Order (including Detailed Scopes of Work, Job Order Proposals, and any additional conditions or specifications)
- d. Amendments to the WSDOT Standard Specifications
- e. WSDOT Standard Specifications for Road and Bridge Construction
- f. General Conditions for Job Order Contracts
- g. Addenda to Request for Proposal 32-22
- h. Request for Proposal 32-22
- i. Successful Proposer's Proposal
- j. RS Means
- k. Technical Specifications

2.2 General

The Contractor accepts the relationship of trust and confidence established by this Job Order Contract and covenants with the Owner to cooperate with the Owner through every phase of the Work and utilize the Contractor's best skill, efforts and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best way and most expeditious and economical manner consistent with the interests of the Owner. The Contractor further recognizes that in order for the Project to be completed on time and within budget the Contractor and the Owner will have to closely cooperate to meet the Owner's financial constraints. The Contractor shall closely cooperate on a regular basis to revise materials, methods, estimates and schedules as necessary to perform and complete the Work consistent with the Contract Time unless adjusted by Supplemental Request.

2.3 Submittal of Requested Information

Contractor, upon request of the Owner, shall submit the following information in a format acceptable to the Owner:

- a. A list of Job Orders issued,
- b. The cost of each Job Order,
- c. A list of the subcontractors hired under each Job Order,
- d. The cost of each subcontract under each Job Order,
- e. A copy of the intent to pay prevailing wages and the affidavit of wages paid for each Job Order subcontract, and
- f. Any other information requested.

ARTICLE III: WORK OF THIS JOB ORDER CONTRACT

3.1 General

This Job Order Contract is an indefinite delivery, indefinite quantity (IDIQ) contract pursuant to which the Contractor may perform an ongoing series of individual Projects at different locations throughout the City. The Contract Documents include a RS Means books containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for all direct and indirect costs of construction. The Owner will use the JOC Contractors to perform general construction work including, but not limited to, interior renovations, tenant improvements, interior mechanical, electrical, structural as well as concrete work, asphalt paving, underground utilities, park trails and grounds, communication network installation, channelization, permanent signing and installation of electrical traffic control devices such as flashing beacons and radar feedback signals. The Owner expects the average job to be less than \$100,000. This expected average is presented for information only and is not a commitment.

3.2 Minimum Contract Value

The Minimum Contract Value for this Contract is \$10,000. The Contractor is guaranteed to receive the opportunity to perform Job Orders totaling at least \$10,000 during the term of this Contract.

The Estimated Annual Value for each Contract is \$4,000,000. The Contractor may be issued Job Orders totaling up to the Estimated Annual Value during any year of the Contract. The Contractor is not guaranteed to receive this value of Job Orders. It is merely an estimate. The Owner has no obligation to issue Job Orders in excess of the Minimum Contract Value.

The Owner reserves the right to issue Job Orders up to the maximum amount specified in RCW 39.10.440. The Maximum Contract Value shall not exceed the amount set forth in RCW 39.10.440. In addition, the Owner may elect to carry over any unused capacity from the previous year and add the value to the immediate following year limit. The maximum annual volume including unused capacity shall not exceed the limit of two years.

3.3 Maximum Contract Value

The maximum dollar amount for an individual Job Order is three hundred fifty thousand dollars (\$350,000). All Job Orders for the same project (original plus any Supplemental Job Orders) shall be treated as a single Job Order for the purpose of the \$350,000 limit. A Job Order issued for any particular project must not exceed \$350,000, exclusive of sales tax.

The Owner intends to use the JOC Contractors to perform general construction work including, but not limited to, interior renovations, tenant improvements, interior mechanical, electrical, structural as well as concrete work, asphalt paving, underground utilities, park trails and grounds, communication network installation, channelization, permanent signing and installation of electrical traffic control devices such as flashing beacons and radar feedback signals. The Owner expects the average job to be less than \$100,000. This expected average is presented for information only and is not a commitment.

3.4 Assignment of Work and Award of Individual Job Orders

The Owner may award an individual Job Order to any selected Contractor. The Owner reserves the right to limit the number of Job Orders assigned to a contractor at one time. Selection of the Contractor and award of the Job Order will be in compliance with established Owner procedures and based on one or more of the following criteria:

1. Rotational selection among all Contractors, unless otherwise determined by the Owner.
2. Evaluation of past and current performance on Job Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, design management requirements, etc.
3. Balancing of workload (Job Order dollar volume and construction backlog) among Contractors.
4. Management of Job Order dollar volume within bonding limitations of the Contractor.
5. Price, as it relates to the Owner's independent cost estimate or to an offer from any other contractor.
6. Contractor's responsiveness to the Owner on Job Orders.

3.5 Initiation of a Job Order

As the need exists, the Owner will notify the Contractor of a Project, schedule a Joint Scope Meeting and issue a Notice of Joint Scope Meeting. The Contractor should be available with 24 hours of the invitation to attend the Joint Scope Meeting. In cases of emergencies Contractors may be required to attend a Joint Scope Meeting with in an hour of the request.

The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum:

- a. the general scope of the work;
- b. alternatives for performing the work and value engineering;
- c. access to the site and protocol for admission;
- d. hours of operation;
- e. staging area;
- f. requirements for catalog cuts, technical data, samples and shop drawings;

- g. requirements for professional services, sketches, drawings, and specifications;
- h. construction duration;
- i. liquidated damages;
- j. the presence of hazardous materials;
- k. date on which the Job Order Proposal is due;
- l. Whether or not additional general or special conditions may apply to the Job Order.

Upon completion of the joint scoping process, the Contractor will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Owner shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the Owner will issue a Request for Job Order Proposal that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the Owner, will be the basis on which the Contractor will develop its Job Order Proposal and the Owner will evaluate the same. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.

3.6 Preparation of a Job Order Proposal

1. The Contractor's Job Order Proposal shall include, at a minimum:
 - a. Job Order Price Proposal;
 - b. Required drawings or sketches;
 - c. List of anticipated Subcontractors and Materialmen;
 - d. Construction schedule; preliminary subject to change with the approval of the project manager.
 - e. Other requested documents.

Failure to submit the required documents listed above shall result in the proposal being rejected.
2. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
3. The Contractor will prepare Job Order Price Proposals in accordance with the following:
 - a. Pre-priced Task: A task described in, and for which a unit price is set forth in, RS Means.
 - b. Non Pre-priced Task: A task that is not set forth in the Construction RS Means.
 - c. Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:
 - i. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.

- ii. If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The Owner may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable.
- iii. The final price submitted for Non Pre-priced Tasks shall be according to the following formula:

For Non Pre-priced Tasks Performed with Contractor's Own Forces:

A = The hourly rate for each trade classification not in RS Means multiplied by the quantity;

B = The rate for each piece of Equipment not in RS Means multiplied by the quantity;

C = Lowest of three independent quotes for all materials.

Total for a Non Pre-priced Tasks performed with Contractor's Own Forces = (A+B+C) x Non Pre-Priced Task Adjustment Factor

For Non Pre-priced Tasks Performed by Subcontractors:

If the Non Pre-priced Task is to be subcontracted, the Contractor must submit three independent quotes for the work.

D = Lowest of three Subcontractor Quotes

Total Cost for Non Pre-priced Tasks performed by Subcontractors = D x Non Pre-Priced Task Adjustment Factor

- iv. After a Non Pre-priced Task is used on two separate Job Orders, the Unit Price for such task will be established, following approval by the Owner, and fixed as a permanent Non Pre-Priced Task which will no longer require price justification.
 - v. The Owner's determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.
4. Whenever, because of trade jurisdiction rules or small quantities, the cost of a minor task in the Job Order Price Proposal is less than the cost of the actual labor and material to perform such task, the Owner may permit the Contractor to be paid for such task as

a Non Pre-priced Task, or use Pre-priced labor tasks and material component pricing to cover the actual costs incurred; provided, however, that there is no other work for the Contractor's trade on the Project or other work for that trade cannot be scheduled at the same time and the final charge does not exceed \$1,000.

5. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid without mark-up. The costs of expediting services or equipment use fees are not reimbursable. The City, at its discretion, has the option to pay the filing or permit fees through a City funds transfer if so desired to keep these fees out of the JOC project costs.
6. The Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing.
7. The Contractor's Job Order Proposal shall be submitted by the date indicated on the Request for Job Order Proposal. All incomplete Job Order Proposals shall be rejected. The time allowed for preparation of the Contractor's Job Order Proposal will depend on the complexity and urgency of the Job Order but should average between seven and fourteen days. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.
8. In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly and the due date will be so indicated on the Request for Job Order Proposal or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.
9. By submitting a Job Order Proposal to the Owner, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Job Order Proposal at the price submitted. It is the Contractor's responsibility to include the necessary tasks and quantities in the Job Order Price Proposal and apply the appropriate Adjustment Factor(s) prior to delivering it to the Owner.
10. If the Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.

3.7 Review of the Job Order Proposal and Issuance of the Job Order

- a. The Owner will evaluate the entire Job Order Price Proposal and compare these with the Owner's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed.
- b. The Contractor may choose the means and methods of construction; subject however, to the Owner's right to reject any means and methods proposed by the Contractor that:
 - i. Will constitute or create a hazard to the work, or to persons or property;
 - ii. Will not produce finished Work in accordance with the terms of the Contract; or
 - iii. Unnecessarily increases the price of the Job Order when alternative means and methods are available.
- c. The Owner reserves the right to reject a Job Order Proposal or cancel a Project for any reason. The Owner also reserves the right not to issue a Job Order if it is determined to be in the best interests of the Owner. The Owner may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the Owner.
- d. By submitting a Job Order Proposal to the Owner, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Job Order Proposal at the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to the Owner.
- e. Each Job Order provided to the Contractor shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. The Job Order, signed by the Owner and delivered to the Contractor constitutes the Owner's acceptance of the Contractor's Job Order Proposal. A signed copy of the Job Order will be provided to the Contractor.
- f. In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the Owner. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Request for Job Order Proposal, Detailed Scope of Work, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.

3.8 Job Order Performance

Upon issuance of a job order the Contractor shall work with the assigned project manager to complete the work.

The Contractor shall provide full documentation to the Owner of all work, including, but not limited to: weekly meeting notes during construction, inspection reports, a comprehensive monthly summary report including status of all open Work Orders, punch-list reports as needed, as-built drawings and related items and any other reporting required or requested by the City.

During construction the Contractor will be required to submit, on a monthly basis, in a format acceptable to the City, a full cost-accounting report of the status of all expenses and individual budget items within the JOC for each Work Order, as well as quarterly reports of year-to-date and life-to-date contract expense.

3.9 Quality Control

Contractor is responsible for quality control and shall establish and maintain an effective quality control system. The Quality Control (QC) system shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction and operations which complies with Job Order requirements. The Contractor shall review and certify as correct, complete, and in compliance with equipment as required by the Contract Documents. Quality Control is the sole responsibility of the Contractor.

3.10 Permits, Fees, and Notices

Unless otherwise provided in the Job Order, Contractor shall obtain all permits, licenses, and inspections necessary for proper execution and completion of the Work. Owner will pay the permitting authority directly for the cost of any building permit. All other permits are the financial responsibility of the Contractor. Prior to Final Acceptance, the approved, signed permits shall be delivered to Owner. Contractor shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

3.11 Access to Work

The City, its Agent, and/or its Representative shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide facilities for such access so that the City, its Agent, and/or its Representative may perform their functions under the Job Order documents. If the specifications, the City, its Agent, and/or its Representative instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the City, its Agent, and/or its Representative timely notice of its readiness for observation by the Owner's Representative or inspection by another authority, and if the inspection is by an authority other than the City, its Agent, and/or its Representative, of the date fixed for such inspection, required certificates of inspection being secured by the Contractor. Observations by the City, its

Agent, and/or its Representative shall be promptly made, and where practicable at source of supply.

If any work should be covered up without approval or consent of the City, its Agent, and/or its Representative, it must, if required by the City, its Agent, and/or its Representative, be uncovered for examination at the Contractor's expense.

Re-examination of questioned work may be ordered by the City, its Agent, and/or its Representative and, if so requested, the work must be uncovered by the Contractor. If such work be found in accordance with the issued Job Order documents, the Owner will pay the cost of re-examination and replacement.

ARTICLE IV: PRICING OF THE WORK

4.1 General

Contractor shall furnish all supervision, labor, materials, tools, supplies, equipment and transportation to perform all operations necessary and required in accordance with the terms and conditions of the Contract, and as further specified in individual Job Orders. Pricing will be provided in excel spread sheet format exported from Construction Task Catalog.

4.2 Job Order Price

The pricing of the Job Order shall be determined as follows: The unit price for each item to be used from RS Means. The price (unit price x quantity x Adjustment Factor) is the total amount to be paid to the Contractor for the item for self-performed items or subcontractor-performed items. Cost for building permits, inspection fees, utility hookup fees, and other jurisdictional fees should be included on the Job Order Proposals as separate line items.

4.3 Contractor's Adjustment Factors

The Adjustment Factor for work performed during Normal Working Hours is 1.27 for this contract. This is fixed for a period of one year and may be adjusted per the ENR CCI Index according to the average of the twenty cities. The Adjustment Factor for work performed during Other than Normal Working Hours is set at 1.33. The Adjustment Factor for non-pre-priced work is set at 1.20. These Adjustment Factors includes business costs, construction costs, and price variations.

1. Business costs included in the Contractor's Adjustment Factors include:

- a. Overhead costs, including, but not limited to: home office overhead, insurance, bonds, and indemnification, project meetings, training, management and supervision, mobilization and close-out for the contract and each Job Order, and project office staff and equipment.
- b. Profit.
- c. Subcontractor's overhead and profit.
- d. All taxes for which a waiver is not available with the exception of the Washington Sales Taxes which will not be part of the adjustment factor(s) but rather a separate line item on each Job Order. However, the use tax on materials for WAC 458-20-171 projects shall be part of the adjustment factor(s).
- e. Employee or Subcontractor's wage rates that exceed the prevailing wage rates.
- f. Fringe benefits, payroll taxes, worker's compensation, insurance costs and any other payment mandated by law in connection with labor that exceeds the labor rate allowances.

- g. Cost of financing the work.
 - h. Business risks such as the risk of a lower than expected volume of work, smaller than anticipated Job Orders, poor Subcontractor performance, and inflation or material cost fluctuations.
2. Construction costs included in the Contractor's Adjustment Factors include:
- a. Services required to obtain filings and permits.
 - b. Preparation and modification of proposals, sketches, drawings, submittals, as-built drawings, CADD drawings, microfilm, and other project records.
 - c. Incidental engineering and architectural services.
 - d. Office trailer and portable toilets for Contractor's use.
 - e. Construction vehicles such as pick-up trucks, utility trucks, vans, flatbed trucks, tractors, trailers, etc.
 - f. Storage devices or items such as gang boxes and containers for Contractor's tools, equipment and materials.
 - g. Personnel safety equipment (e.g., hard hats, safety harnesses with lifeline or cabling, protective clothing, safety glasses, face shields, etc.), basic safety and warning signage, railings, minor barricades, tape, roping, cable, markings, cones; including traffic control cones, barrels and basic traffic sign, etc.
 - h. Meeting Owner security requirements.
 - i. Excess waste including roofing, drywall, VCT, carpet, wall covering, ceiling tile, pipe, conduit, siding, concrete, etc. This list is not intended to be all inclusive, but descriptive of the types of construction materials that are typically sold in standard lengths, sizes and weights.
 - j. Removing and returning Owner's furniture and furnishings (e.g. chairs, tables, pictures, etc. but excluding modular furniture, wall or ceiling attached or fastened devices or furnishings, safes or other furniture requiring disassembly).
 - k. Sealing, windows, and openings with plastic to contain construction dust and debris within the work area.
 - l. Daily clean-up.
 - m. Final professional project clean-up.
 - n. Costs resulting from inadequate supply of building materials, fuel, electricity, or skilled labor.
 - o. Costs resulting from productivity loss.
 - p. Working in extreme temperatures (below or above normal) or adverse conditions such as excessive rain, wind, sleet or snow.
 - q. Differences in project size; complexity and location.
 - r. All costs for other than discreet items of work specifically required to complete a particular Job Order.

3. Price Variations:

- a. Contractors may find differences in labor, equipment and material costs due to certain economic factors. Variations in labor cost can also result from labor efficiency, labor restrictions, working conditions and local work rules. Variations in material costs can also result from the quantity of material purchased, the existing relationship with suppliers, and because the materials have been discontinued or have become obsolete.
- b. While diligent effort is made to provide accurate and reliable up-to-date pricing, it is the responsibility of the Contractor to review and analyze the unit prices, and to calculate their Adjustment Factors accordingly, prior to bidding.
 1. General Costs:
 - a. This list is not exhaustive and is intended to provide general examples of cost items to be included in the Contractor's Adjustment Factor as defined in the Contract.
 - b. The only compensation to be paid to a Contractor for the unit price tasks will be:

Published Unit	X	Installation(or	X	Appropriate
Price		Demolition) Quantity		Adjustment Factor
 - c. No additional payments of any kind whatsoever will be made. All costs not included in the unit prices must be part of the Adjustment Factors.

4.4 Labor and Materials Bond and Performance Bond

The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Labor and Materials Bond and a Performance Bond, on the forms provided by the Owner, in the amount of \$2,000,000 (one million dollars) executed by itself as principal and by a surety company authorized, licensed to do business in the State of Washington on the approved City of Vancouver form. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Revised Code of Washington, Chapter 39.08. The term of each Bond shall be one (1) year. In the event the parties agree to exercise the Contract extension, the Contractor shall deliver a new Labor and Materials Bond and a Performance Bond in the same manner.

4.5 Retainage

Per RCW 39.10.450, for purposes of chapters 39.08, 39.12, 39.76, and 60.28 RCW, each Job Order issued shall be treated as a separate contract.

Retainage on this contract will be administered in accordance with RCW 60.28.011. If RCW 60.28.011 is revised during the course of the contract, the most current language shall apply to this Contract.

4.6 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 Owner.

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

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 agreement.	
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
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
V. Builders Risk	
Builder's "All Risk" Property Insurance	\$1,000,000
a. Coverage to include personal property of others in the care, custody, and control of the contractor. Coverage should be written for 100% of the completed value.	
b. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a".	

Washington Stop Gap Coverage: Consultants located in in North Dakota, Ohio, West Virginia, Washington and Wyoming must have Washington Stop Gap coverage listed on the Certificate of Liability Insurance. The limits and aggregates noted above must apply to the Stop Gap coverage as well.

Coverage Trigger: The insurance must be written on an “occurrence” basis. This must be indicated on the certificate. Claims made policies will not be acceptable.

City Listed as Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the CGL policy and shown on the certificate as an additional insured with an additional insured endorsement.

City shall be listed as the Certificate Holder.

4.7 Items Not Found in RS Means

Non-priced items are specific line items not found in RS Means. Contractor shall submit unit prices for non-priced items that include reimbursement for all direct and indirect costs of the work, including overhead and profit, bond and insurance costs:

- a. Direct costs for Labor and Materials: Owner may request up to three bids from sources acceptable to Owner.
- b. Equipment Costs: If not found in the Unit Price Book, equipment charges shall be computed on the basis of actual invoice costs or if owned, from the current edition of one of the following sources: Associated General Contractors General Contractors Washington State Department of Transportation (AGC WSDOT) Equipment Rental Agreement; current edition; State of Washington Utilities and Transportation Commission for trucks used on highways; National Electrical Contractors Association for equipment used for electrical work; and Mechanical Contractors Association of America for equipment used on mechanical work.

The Equipment Watch Rental Rate (Blue Book) shall be used as a basis for establishing rental rates of equipment not listed in the above sources. The maximum rate for standby equipment shall not exceed that shown in the AGC WSDOT Equipment Rental Agreement, current edition.

4.8 Hours of Work

In addition to the Adjustment Factor for Work that is conducted during Normal Working Hours (7:00AM to 6:00PM, Monday through Friday), the Contractor may utilize a separate

Adjustment Factor for Other than Normal Working Hours that occurs during Other than Normal Working Hours (6:00PM to 7:00AM, Monday through Friday, and weekends and holidays), if the Owner requested submission of such alternate Adjustment Factor at the time final proposals were due. Unless specifically identified or amended in the issued Job Order, all work shall be performed during Normal Working Hours.

4.9 Payment of Labor

1. For projects performed under this contract, the Contractor may be required to submit weekly/bi-weekly Certified Payrolls to Procurement Services upon request. The Job Order will specify if this is required.
2. The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the work of this Contract will be paid not less than the prevailing rate of wage for an hours work in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvwagelookup.aspx>. Prevailing wage rate will be based on the date of the Job Order Proposal.
3. 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 therein shall be final and conclusive and binding on all parties involved in the dispute.
4. In connection with this Contract, for each issued Job Order, the Contractor and each subcontractor shall complete or have on file a current "Statement of Intent to Pay Prevailing Wages" (Form L&I Number F700-029-000) before payment will be made for work performed. An approved "Affidavit of Wages Paid" form must be filed upon completion of the project. These forms are available from Washington State Department of Labor & Industries and can be filed electronically at <http://www.lni.wa.gov/TradesLicensing/PrevWage/>. The Department of Labor and Industries charges a fee for such approval and certification, which fee shall be paid by the Contractor. Any change in the fee will NOT be grounds for revision in Job Order Price.

The Contractor shall include this provision in all sub-contracts and shall require that it be placed in all lower tier subcontracts.

5. All workers delivering fill, sand, gravel, crushed rock, transit/concrete mix, asphalt or other similar materials and all workers removing any materials from the construction site as required by the specifications are subject to the provisions of RCW chapter 39.12

and are entitled to the appropriate Prevailing Wage Rate. For purposes of this contract, such materials are for specified future use and per WAC 296-127-018, delivery and pick-up of the above listed materials constitutes incorporation.

4.10 Payment to the Contractor

Progress payments to the Contractor shall be made within 30 days of receipt of the fully executed pay estimate or invoice , as approved by the Owner and as long as all contractual requirements have been met by the Contractor.

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 39.08.030 RCW 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.

The Contractor shall submit invoices to the Owner covering both professional fees and project expenses, as applicable. The Owner reserves the right to correct any invoices paid in error according to the rates set forth in the specific Job Order. Owner and Contractor agree that any amount paid in error by the Owner 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.

ARTICLE V: CONTRACT TERM, COMMENCEMENT, COMPLETION, AND LIQUIDATED DAMAGES

5.1 Contract Term

The initial term of this Job Order Contract is two (2) years, with an option on the part of the Owner to extend the Job Order Contract for an additional one (1) year, as provided in RCW 39.10.440. All extensions must be priced as in the Request for Proposal and mutually agreed to by the Owner and the Job Order Contractor.

All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Statement of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.

5.2 Commencement Date

The commencement of Contract Time for any Job Order shall be the Contract Execution Date as defined in the General Conditions. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of Contractor.

5.3 Completion Date

Each Job Order will specify the Physical Completion Dates for the Work. The Contractor shall attain Physical Completion within the dates established in the Job Orders.

5.4 Liquidated Damages

The applicable liquidated damages, if any, for failure to attain either Substantial Completion or Physical Completion will be specified by the Owner in the Job Order.

ARTICLE VI: SUBCONTRACTING

6.1 Statutory Requirements

1. Contactor shall comply with RCW 39.10.440, including, Contractor shall subcontract at least ninety percent (90%) of the Work performed under this Contract to entities other than the Contractor, including subsidiaries of the Contractor or Joint Venture member.
2. Contractor shall distribute subcontracted work as equitably as possible among qualified and available subcontractors including minority and woman-owned subcontractors to the extent permitted by law as demonstrated on the subcontractor and supplier project submission, and shall limit subcontractor bonding requirements to the greatest extent possible.
3. Contractor shall publish notification of intent to perform public works projects at the beginning of each contract year in a statewide publication and in a legal newspaper of general circulation in every county in which the public works projects are anticipated.
4. Contractor shall comply with RCW 39.10.450, including Contractor shall prepare and submit to the Washington State Office of Minority and Women's Business Enterprises a subcontracting plan that equitably spreads certified women and minority business enterprise subcontracting opportunities, to the extent permitted by the Washington state civil rights act, RCW 49.60.400, among the various subcontract disciplines.

6.2 Subcontractor Responsibility Criteria

2. The Contractor shall include the language of this section in each of its first-tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.
3. At the time of subcontract execution, the Contractor shall verify that each of its first-tier subcontractors meets the following bidder responsibility criteria:
 - a. 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;
 - b. Have a current Washington Unified Business Identifier (UBI) number;
 - c. 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.
- d. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- e. Have received training on the requirements related to public works and prevailing wage under Chapter 39.04 RCW and Chapter 39.12 RCW;
- f. 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.

ARTICLE VII: MISCELLANEOUS

7.1 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. Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the Owner incurring any financial or legal liability for such purchases. The Owner, at its sole discretion, may allow other public agencies to purchase goods and services under this specific Contract, provided that the Owner 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. The Owner will provide a written authorization to that specific agency when such authorization is granted.

In addition, those public agencies who wish to use this contract must have an expressed, written Inter-Local Agreement (ILA) from the Owner specifically authorizing them to use of this specific contract. Previously executed ILAs do not extend that authorization to this contract. JOC Contractors shall be subject to the same contractual obligations.

7.2 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 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 Owner's request. Failure by Contractor to comply with this subsection shall be considered a material breach.

7.3 Employment of Labor

The Contractor agrees that all persons employed in it and by any of its subcontractors in work done pursuant to this Contract shall not be employed in excess of 8 hours in any one day, except as provided or allowed by law.

7.4 Equal Opportunity

It is the policy of the Owner to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program.

No person shall, on the grounds of race, color, religion, sex, handicap, national origin, age, citizenship, marital status, political affiliation or belief, be denied employment or benefits, or be discriminated against as a consumer, administrator or staff person under any program or activity receiving funds under this contract.

In compliance with Department of Labor Regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity.

Contractor shall provide equal opportunity in the administration of the contract and its subcontracts or other agreements.

7.5 Joint Venture Contractor

In the event that Contractor is a joint venture of two or more partners, all rights and responsibilities of the Contract shall be joint and several. Any notice, order, direction, request, or communication given by the Owner to the Contractor under this Contract shall be considered given to all joint venture partners if given to any one or more of such joint venture partners. Any notice, request or other communication given to the Owner by any joint venture partner shall be deemed to have been given by, and shall bind, all joint venture partners. In the event of the dissolution of the joint venture, the Owner shall have the unqualified right to select which joint venture partner(s), if any, shall continue with the Work under this Contract. Such selected partner(s) shall assume all liabilities, obligations, rights, and benefits of the Contractor under this Contract. Dissolution of the joint venture shall not be effected without prior consultation with the Owner. In the event of failure or inability of any joint venture partner(s) to continue performance under this Contract, the remaining joint venture partner(s) shall perform all services and Work and assume all liabilities, obligations, rights, and benefits of the Contractor under this Contract. Nothing in this Paragraph shall be construed or interpreted to limit the Owner's rights under this Contract or by law to determine whether the Contractor or any joint venture partner thereof has performed within the terms of this Contract.

7.6 Indemnity and Hold Harmless

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

This indemnity and hold harmless shall include any claim made against the Owner 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 Owner and the Contractor, such cost, fees and expenses shall be shared between the Owner 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 Owner. 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.

The Contractor agrees to include this language in each of their subcontracts and require of their lower tier Subcontractors that these provisions be included in the language of their Subcontracts.

7.7 Ownership of Records and Documents

All materials, writings and products produced by the Contractor in the course of performing this Contract shall immediately become the property of the Owner. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such materials, writings and products to the Owner. A copy may be retained by the Contractor.

7.8 Public Disclosure

Contractor should be aware that any records they submit to the Owner or that are used by the Owner may be subject to public records under the Washington Public Records Act (Chapter 42.56 RCW). The Owner must promptly disclose public records upon request unless a statute exempts them from disclosure. Contractor should also be aware that if even a portion of a record is exempt from disclosure, generally, the rest of the record must be disclosed. Exemptions, including those for trade secrets and "valuable formula," are narrow and specific. Contractor should clearly mark any record they believe is exempt from disclosure prior to submitting them to the Owner.

If Contractor is notified of a request for public disclosure, it is the Contractor's sole responsibility and discretionary decision to pursue a lawsuit under RCW 42.56.540 to enjoin disclosure. Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the Owner from any costs, attorney fees, or penalty assessment under Ch.42.56 RCW. However, if Contractor does not timely obtain and serve an injunction, the Owner will disclose the records, in accordance with applicable law.

7.9 City Business License

Contractor shall maintain a valid City of Vancouver business license during the term of or performance of Work under this Contract.

7.10 Governing Law

This agreement and the rights of the parties herein shall be governed by the laws of the State of Washington. Venue shall be in Clark County, Washington.

7.11 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.

7.12 Relation to Parties

The Contractor, its subcontractors, agents and employees are independent contractors performing services for the Owner and are not employees of the Owner; 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 Owner in any way except as may be specifically provided in the Statement of Work.

7.13 Use of City's Name

Contractor may not use any of Owner's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of the Owner, which permission may be withheld for any or no reason and may be subject to certain conditions.

7.14 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 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 the 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.

7.15 Disputes

In the event of any dispute between the parties regarding performance of this Agreement, prior to commencement of litigation, Owner may require Contractor to participate in mediation or arbitration, or both, in any forum or format as determined by Owner.

7.16 Audit

Contractor agrees and shall grant Owner or its representative access to records relating to Work under this Contract for auditing purposes. Auditing shall be at the Owner's

discretion. Audits shall be performed in accordance with all Local, State and Federal requirements/statutes. Agencies not covered by Federal single audit requirements may be responsible for an independent agency audit, which meets general accepted auditing standards.

7.17 Assignment

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

7.18 Contract Amendment

All changes to this Contract, except for changes to the Work for each specific issued Job Order, must be made by written amendment and signed by all parties to this Contract and shall be incorporated via written amendments to the Contract. The City Manager, or designate, is hereby authorized to execute amendments on behalf of the City.

7.19 Termination for Convenience

The Owner, 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 Owner.

7.20 Termination for Cause

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

If it is later determined by the Owner that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Contractor, the Owner 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.

7.21 Opportunity to Cure

The Owner at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by Owner and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the Owner shall have the right to terminate the Contract without any further obligation to the Contractor. Any such

termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

7.22 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.

7.23 Future Non-Appropriation of Funds

If sufficient funds are not appropriated or allocated for payment under this Contract for any future fiscal period, the Owner will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the Owner in the event this provision applies.

7.24 Debarment and Suspension

By entering into this Contract, Contractor certifies that they are not debarred or suspended or otherwise excluded from or are ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". In addition, Contractor certifies that its subcontractor are not debarred or suspended during their contract period.

7.25 Entire Agreement

This Contract incorporates all the terms, covenants and understandings between the parties hereto and are merged into this document. No other agreements or prior understandings, verbal or otherwise, of the parties, or their agents, shall be considered as part of this agreement, or as valid or enforceable unless set forth herein.

7.26 Binding Effect

The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.

7.27 Ratification

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

7.28 Notices

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

Owner: Anna Vogel
Procurement Manager
City of Vancouver
415 W 6th St.
P O Box 1995

Vancouver WA 98668-1995

Anna.vogel@cityofvancouver.us

Contractor: Angeline Schmidt
Chief Executive Officer
SDB, Inc.

50602 Birch Avenue

Scappoose, OR 97056

angie.schmidt@sdb.com

IN WITNESS WHEREOF, the Parties hereto have executed this Job Order Contract by having their authorized representatives affix their signatures below.

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:



75A9183485CA487...

Eric Holmes, City Manager

11/2/2022

Date

Attest:

DocuSigned by:



BCF0734E40E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



9A7DC2E31F694A2...

Jonathan Young, City Attorney

CONTRACTOR:

SDB, Inc. dba SDB Contracting Services

DocuSigned by:



D8A5EE051CFA47E...

Signature

Edward W. Riccio

Printed Name /Title

10/26/2022

Date



Staff Report: 038-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/10/2023

SUBJECT Clark County Comprehensive Plan update – Resolution stating City of Vancouver principles for decisions impacting Vancouver UGA and City

Key Points

- Clark County, like Vancouver, has begun updating its 20-year Comprehensive Plan, as required to be completed by June 2025.
- Counties have no direct authority for land use planning or growth assumptions within city limits, but are authorized to adopt new 20-year population forecasts for the county and each Urban Growth Area (UGA), resulting UGA boundaries and land use designations, and Countywide Planning Policies.
- These decisions impact cities by establishing plans for areas that are generally anticipated to be annexed during the planning period, and that irrespective of annexation will generate various cross border impacts related to traffic and overall public service needs, economics, housing markets, climate, and other issues.
- These decisions must be made in consultation with Cities.

Strategic Plan Alignment

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

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

Goal 9: Build the strongest, most resilient economy in the region

Goal 10: Use our influence to support community partners actions, projects and initiatives that improve our community's livability and prosperity

Present Situation

Local growth forecasts, UGA boundaries and associated land uses were last adopted in 2016.

The current update will be the fifth since the Growth Management Act (GMA) was established in 1990 and 1991. Clark County initiated the current update with a public kick-off meeting on January 19, followed by release of a County Public Participation Plan identifying key regional growth decisions in spring and summer 2023, followed by environmental review and identification of updated UGA designations in 2024, with final adoption of final plans including policies and land use designation in spring 2025.

The potential magnitude of the growth decisions is unclear. If Clark County adopts the medium local forecast option provided by the state Office of Financial Management (OFM) of 698,000 persons by 2045, which OFM estimates as most likely to occur, it would mean planning for roughly an additional 175,000 persons countywide beyond estimated current levels. Vancouver's share of this is also unclear. Under past practices, cities were only allocated what they had room for under County capacity modeling, with the remainder allocated to UGAs.

Under GMA changes adopted in 2021 under HB 1220 addressing affordable housing, if the medium countywide forecast is chosen locally, there would likely be an obligation to plan for and accommodate roughly 50,000 housing units countywide that are affordable at 80% of Area Median Income or below, with most of these required to be affordable at the 50% or below AMI level. Specific housing obligations are unclear, as other legislation being considered in the current session may replace these requirements.

City staff has participated in the County update thus far through the County public kick-off meeting and monthly interjurisdictional staff meeting and has commented on the recent draft County Public Participation Plan.

Going forward, staff envisions confirming specific direction with the City Council in advance of key decision points, beginning with the County hearing to adopt a countywide population forecast on April 18.

To better guide City engagement at all levels throughout the process, a Council resolution containing a set of framework principles is provided for Council consideration as an attachment to this staff report. By necessity given the various uncertainties at this time, it is framed as principles, rather than specific outcomes.

At the March 6, 2023 Council Consent review, additional changes reflected in the attached resolution were offered by Councilmember Perez.

Advantage(s)

The resolution links to existing City policies and values in the context of the Comprehensive Plan update process.

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

February 27, 2023, Council review under Communications, and March 6, 2023 Council review under Consent.

Action Requested

Adopt the Resolution stating the City of Vancouver Principles.

Bryan Snodgrass, Principal Planner, 360-487-7946

ATTACHMENTS:

- ▣ Resolution - Clean
- ▣ Resolution - Track Changes

April 10, 2023

RESOLUTION NO. _____

A RESOLUTION establishing guiding principles for City of Vancouver engagement in regional decisions impacting Vancouver Urban Growth Area (UGA) and City of Vancouver as part of the 2025 Clark County Comprehensive Plan update.

WHEREAS, RCW 36.70.A.110 requires Clark County, the City of Vancouver and other local cities within the County to adopt updated 20-year Comprehensive Plans by June 30, 2025, and as part of this process Clark County is required to adopt countywide 20-year population and employment forecasts, allocate those forecasts among local urban growth areas, and designate UGA boundaries and land use designations so there is sufficient land at sufficient densities to accommodate the allocated growth forecasts, based on a Land Capacity Analysis, and

WHEREAS, The Growth Management Act (GMA) and RCW 36.70A.210 further require Clark County and local cities to adopt Countywide Planning Policies addressing UGAs and joint planning within, urban services, capital facilities including transportation, affordable housing, economic development, fiscal impacts, and tribal resource protection; and

WHEREAS, the 2025 Comprehensive Plan update is the fifth update of growth forecasts and UGAs undertaken by Clark County since enactment of the GMA in 1990 and 1991. As of 2022 the City of Vancouver population is estimated at 197,600 persons. In 2020 the unincorporated Vancouver UGA population outside city limits was estimated in the Clark County Buildable Lands Report at 161,500 persons; and

WHEREAS, the GMA envisions cities as generally the provider of urban services and envisions UGAs to transfer governance to municipalities through annexation or incorporation

during the planning period and, irrespective of annexation, spillover impacts to local economies, housing markets, traffic, public service demand, climate change implications and other factors will flow from UGAs to cities, and vice versa; and

WHEREAS, Clark County has begun the 2025 Clark County Comprehensive Plan update with a public kick-off meeting on January 19, 2023, and an upcoming County Council public hearing to adopt a County Public Participation Plan on March 21, 2023 and countywide population forecast on April 18, 2023; and

WHEREAS, the City of Vancouver, as a partner agency, will guide and influence decisions impacting the Vancouver UGA and the City in a timely manner and within the framework of identified guiding principles;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF VANCOUVER:

The City of Vancouver City Council supports regional and Vancouver UGA land use decisions that:

a. Pursue technically and legally sound processes and outcomes:

Ensure that decisions are data-driven and consistent with GMA requirements;

b. Engage Cities as partners rather than impacted parties or stakeholders in County regional land use decisions, as directed by state and local policy:

Ensure County regional decisions are made in partnership with Vancouver and other cities, as required by the GMA, associated state administrative code, and longstanding existing Countywide Planning Policies adopted in all local jurisdictions' Comprehensive Plans;

c. Embed implications for equity, safety, and climate:

Ensure that decisions consider impacts to those who have been underrepresented or negatively impacted in past decisions. Ensure the Comprehensive Plan includes strategies to address environmental health disparities, ensure equitable public participation, and prioritize resources for underserved communities. Ensure that public health and safety is considered. Ensure that climate impacts, including analysis of greenhouse gas (GHG) emissions associated with different land use decisions, are included and considered pursuant to the City of Vancouver Climate Action Framework;

d. Consider implications for housing affordability and availability, employment, and service provisions:

Ensure that decisions consider housing affordability and supply at all income levels, employment implications, and capital facilities costs;

RESOLUTION - 2

e. Facilitate placemaking and location of inter-related uses near one another:
Ensure that employment, shopping, recreating and gathering opportunities are located near and accessible to where people live and work;

f. Consider implications for potential future annexation:
Ensure that decisions consider implications for annexation of urban areas over time as envisioned by the GMA and local Countywide Planning Policies;

g. Pursue equity among the City of Vancouver and other jurisdictions, including the unincorporated VUGA, in providing for attainable housing, recognizing differing histories and geographies:

Although Vancouver is likely to continue to develop at higher densities, all local jurisdictions should provide a fair share of attainable and affordable housing to meet local needs;

h. Consider how decisions in this update cycle impact future longer term options, and what options exist for future adjustments:

Consider at a minimum the role of future updates, and how long current choices can be sustained given finite countywide land supplies; and

i. Consider UGA expansions only where clearly and demonstrably needed to further the balance of these and other City objectives:

Pursue efficient development of existing urban areas with existing services before expanding into other areas.

ADOPTED at a Regular Meeting of the Vancouver City Council this 10th day of April , 2023.

Anne McEnemy-Ogle, Mayor

ATTEST:

By: Natasha Ramras, City Clerk (or Designee)

APPROVED AS TO FORM:

By: Jonathan Young, City Attorney (or Designee)

RESOLUTION NO. _____

A RESOLUTION establishing guiding principles for City of Vancouver engagement in regional decisions impacting Vancouver Urban Growth Area (UGA) and City of Vancouver as part of the 2025 Clark County Comprehensive Plan update.

WHEREAS, RCW 36.70.A.110 requires Clark County, the City of Vancouver and other local cities within the County to adopt updated 20-year Comprehensive Plans by June 30, 2025, and as part of this process Clark County is required to adopt countywide 20-year population and employment forecasts, allocate those forecasts among local urban growth areas, and designate UGA boundaries and land use designations so there is sufficient land at sufficient densities to accommodate the allocated growth forecasts, based on a Land Capacity Analysis, and

WHEREAS, The Growth Management Act (GMA) ~~and~~ RCW 36.70A.210 further requires Clark County and local cities to adopt Countywide Planning Policies addressing UGAs and joint planning within, urban services, capital facilities including transportation, affordable housing, economic development, fiscal impacts, and tribal resource protection; and

WHEREAS, the 2025 Comprehensive Plan update is the fifth update of growth forecasts and UGAs undertaken by Clark County since enactment of the GMA in 1990 and 1991. As of 2022 the City of Vancouver population is estimated at 197,600 persons. In 2020 the unincorporated Vancouver UGA population outside city limits was estimated in the Clark County Buildable Lands Report at 161,500 persons; and

WHEREAS, the GMA envisions cities as generally the provider of urban services and envisions UGAs to transfer governance to municipalities through annexation or incorporation

during the planning period and, irrespective of annexation, spillover impacts to local economies, housing markets, traffic, public service demand, climate change implications and other factors will flow from UGAs to cities, and vice versa; and

WHEREAS, Clark County has begun the 2025 Clark County Comprehensive Plan update with a public kick-off meeting on January 19, 2023, and an upcoming County Council public hearing to adopt a County Public Participation Plan on March 21, 2023 and countywide population forecast on April 18, 2023; and

WHEREAS, the City of Vancouver, as a partner agency, will guide and influence decisions impacting the Vancouver UGA and the City in a timely manner and within the framework of identified guiding principles;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF VANCOUVER:

The City of Vancouver City Council supports regional and Vancouver UGA land use decisions that:

a. Pursue technically and legally sound processes and outcomes:

Ensure that decisions are data-driven and consistent with GMA requirements;

b. Engage Cities as partners rather than impacted parties or stakeholders in County regional land use decisions, as directed by state and local policy:

Ensure County regional decisions are made in partnership with Vancouver and other cities, as required by the GMA, associated state administrative code, and longstanding existing Countywide Planning Policies adopted in all local jurisdictions' Comprehensive Plans;

c. ~~Embed~~ Consider implications for equity, safety, and climate:

Ensure that decisions consider impacts to those who have been underrepresented or negatively impacted in past decisions. Ensure the Comprehensive Plan includes strategies to address environmental health disparities, ensure equitable public participation, and prioritize funding resources to for disadvantaged underserved communities. Ensure that public health and safety is considered. Ensure that climate impacts, including analysis of greenhouse gas (GHG) emissions associated with different land use decisions, are included and considered pursuant to the City of Vancouver Climate Action Framework;

d. Consider implications for housing affordability and availability, employment, and service provisions:

Ensure that decisions consider housing affordability and supply at all income levels ~~attainability~~, employment implications, and capital facilities costs;

RESOLUTION - 2

e. Facilitate placemaking and location of inter-related uses near one another:

Ensure that employment, shopping, recreating and gathering opportunities are located near and accessible to where people live and work;

f. Consider implications for potential future annexation:

Ensure that decisions consider implications for annexation of urban areas over time as envisioned by the GMA and local Countywide Planning Policies;

g. Pursue equity among the City of Vancouver and other jurisdictions, including the unincorporated VUGA, in providing for attainable housing, recognizing differing histories and geographies:

Although Vancouver is likely to continue to develop at higher densities, all local jurisdictions should provide a fair share of attainable and affordable housing to meet local needs;

h. Consider how decisions in this update cycle impact future longer term options, and what options exist for future adjustments:

Consider at a minimum the role of future updates, and how long current choices can be sustained given finite countywide land supplies; and

i. Consider UGA expansions only where clearly and demonstrably needed to further the balance of these and other City objectives:

Pursue efficient development of existing urban areas with existing services before expanding into other areas.

ADOPTED at a Regular Meeting of the Vancouver City Council this 10th day of April ~~6th day of March~~, 2023.

Anne McEnemy-Ogle, Mayor

ATTEST:

By: Natasha Rarnras, City Clerk (or Designee)

APPROVED AS TO FORM:

By: Jonathan Young, City Attorney (or Designee)

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:

\$ 5,367,381.27 this 10th day of April 2023.

DocuSigned by:
Anne McEnerny-Ogle
MAYOR

Cyndi A. Turner
Digitally signed by Cyndi A. Turner
Date: 2023.04.04 08:49:29 -07'00'
AUDITING OFFICER

DocuSigned by:
Ty Stob
COUNCILMEMBER

DocuSigned by:
M W
COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
March 27, 2023 - April 02, 2023	Accounts Payable Checks (see attached)	\$ 5,313,408.39
March 27, 2023 - April 02, 2023	Hansen City Payments (see attached)	\$ 2,819.46
March 27, 2023 - April 02, 2023	Visa Refunds (see attached)	\$ 3,893.05
March 27, 2023 - April 02, 2023	Payroll Checks (see attached)	\$ 47,260.37
TOTAL		\$ 5,367,381.27

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Miscellaneous Payment	Check	10300	3/29/2023	1,598.56	ADK Electric INC	MPE-327186 (jobsite: 3333 NW 35th Cir)
Miscellaneous Payment	Check	10301	3/29/2023	547.43	Alvin Papa	Non-employee reimbursement for Alvin Papa
Miscellaneous Payment	Check	10302	3/29/2023	10,000.00	Clark County Emergency Medical Services District #2	00032161
Miscellaneous Payment	Check	10303	3/29/2023	2,126.38	Clark County Emergency Medical Services District #2	00032286
Miscellaneous Payment	Check	10304	3/29/2023	757.08	Deani Iversen	RES-334911
Miscellaneous Payment	Check	10305	3/29/2023	35.00	Debbie Durgan	Membership Refund
Miscellaneous Payment	Check	10306	3/29/2023	61.47	Eric Olson Electric Inc	MPE-335196 (jobsite: 14312 NE 11TH CIR)
Miscellaneous Payment	Check	10307	3/29/2023	298.00	Jaeannia Guthrie	Rental Deposit Refund
Miscellaneous Payment	Check	10308	3/29/2023	6,000.00	Jesse Proctor	PROCTOR V. COV
Miscellaneous Payment	Check	10309	3/29/2023	91.00	Lindo Mexican Restaurant	Refund Inv#77047520 - Permit was not required
Miscellaneous Payment	Check	10310	3/29/2023	596.00	National Zoning Associates, LLC	LUP-83257 (jobsite: 501 NE 112th Ave., Vancouver, WA 98684)
Miscellaneous Payment	Check	10311	3/29/2023	235.28	Peter Schratel	PER DIEM AND MILEAGE FOR PEER CON CONFERENCE 2/7-9/23 SALEM OR - CHAPLAIN
Miscellaneous Payment	Check	10312	3/29/2023	57.00	Tip Top Tavern	Refund duplicate payment to INV#77047887
Miscellaneous Payment	Check	10313	3/29/2023	57.00	Vigor Works	Refund of Duplicate payment to Invoice #7704858
Miscellaneous Payment	Check	10314	3/29/2023	54.00	WAHI HANA	Refund duplicate payment of Inv#77048005
Miscellaneous Payment	Check	10315	3/29/2023	61.47	Wolfer's Inc.	MPE-335379 (jobsite: 4100 NW FRUIT VALLEY RD 7)
Supplier Payment	Check	10316	3/29/2023	136.00	American Sani-Can	
Supplier Payment	Check	10317	3/29/2023	1,457.16	Annas Consultants Inc	
Supplier Payment	Check	10318	3/29/2023	130.35	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	10319	3/29/2023	18,601.01	Arborscape Ltd Inc	
Supplier Payment	Check	10320	3/29/2023	1,360.22	Axon Enterprises Inc	
Supplier Payment	Check	10321	3/29/2023	3,224.27	Bound Tree Medical LLC	
Supplier Payment	Check	10322	3/29/2023	1,890.00	Bret M Young	
Supplier Payment	Check	10323	3/29/2023	664.00	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	Check	10324	3/29/2023	669.96	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	10325	3/29/2023	2,306.00	Clark County - Remit-To: Clark County Public Health	
Supplier Payment	Check	10326	3/29/2023	11,812.20	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	10327	3/29/2023	394,116.87	Clark Public Utility District No. 1	
Supplier Payment	Check	10328	3/29/2023	86.58	Clark Public Utility District No. 1	
Supplier Payment	Check	10329	3/29/2023	8,658.00	Clark Public Utility District No. 1	
Supplier Payment	Check	10330	3/29/2023	6,500.00	Colliers International Holdings (USA) Inc.	
Supplier Payment	Check	10331	3/29/2023	12,228.62	Columbia Resource Company	
Supplier Payment	Check	10332	3/29/2023	95.88	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10333	3/29/2023	118.57	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10334	3/29/2023	64.95	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10335	3/29/2023	7,723.50	Consor North America Inc	
Supplier Payment	Check	10336	3/29/2023	1,194.60	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	10337	3/29/2023	333.25	Courier Northwest	
Supplier Payment	Check	10338	3/29/2023	15,360.00	David Corey PHD PC	
Supplier Payment	Check	10339	3/29/2023	268.00	Dex Media West	
Supplier Payment	Check	10340	3/29/2023	20,715.21	Distinctive Landscape LLC	
Supplier Payment	Check	10341	3/29/2023	35,877.06	DKS Associates Inc	
Supplier Payment	Check	10342	3/29/2023	4,286.19	Elite Contracting Co Inc	
Supplier Payment	Check	10343	3/29/2023	14,398.15	Epic Land Solutions, Inc.	
Supplier Payment	Check	10344	3/29/2023	2,096.25	Eric Thomas Lanciault	
Supplier Payment	Check	10345	3/29/2023	162,900.00	ESRI Inc	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Supplier Payment	Check	10346	3/29/2023	9,181.00	Esther Short Commons LLP	
Supplier Payment	Check	10347	3/29/2023	4,506.85	EuroOpic LTD	
Supplier Payment	Check	10348	3/29/2023	2,484.76	First American Title Ins Co	
Supplier Payment	Check	10349	3/29/2023	14,388.41	General Pacific Inc	
Supplier Payment	Check	10350	3/29/2023	500.00	Gregory Martin Ayers	
Supplier Payment	Check	10351	3/29/2023	922.50	Groundwater Solutions, Inc.	
Supplier Payment	Check	10352	3/29/2023	500.98	GVP Ventures Inc	
Supplier Payment	Check	10353	3/29/2023	1,777.50	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	10354	3/29/2023	40,363.85	Herrera Environmental Consultants Inc	
Supplier Payment	Check	10355	3/29/2023	13,000.00	Hispanic Metropolitan Chamber	
Supplier Payment	Check	10356	3/29/2023	1,132.44	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	10357	3/29/2023	726.71	J-2 Blueprint Supply Co.	
Supplier Payment	Check	10358	3/29/2023	17,537.33	Janus Youth Programs Inc	
Supplier Payment	Check	10359	3/29/2023	9,128.46	Kennedy Jenks Consultants - Remit-To: Kennedy Jenks Consulting	
Supplier Payment	Check	10360	3/29/2023	9,143.48	Kittelson & Associates Inc	
Supplier Payment	Check	10361	3/29/2023	7,332.28	L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons	
Supplier Payment	Check	10362	3/29/2023	2,216.11	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	10363	3/29/2023	120.00	LoDo Chair Massage	
Supplier Payment	Check	10364	3/29/2023	296.60	Mackenzie Engineering Inc	
Supplier Payment	Check	10365	3/29/2023	1,827.50	Matrix Logic Corporation	
Supplier Payment	Check	10366	3/29/2023	1,101.25	Maul Foster & Alongi Inc	
Supplier Payment	Check	10367	3/29/2023	1,301.34	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	10368	3/29/2023	18,862.21	Murray Smith Inc	
Supplier Payment	Check	10369	3/29/2023	5,000.00	Nicholas S Grier	
Supplier Payment	Check	10370	3/29/2023	7,942.66	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	10371	3/29/2023	47,224.40	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	Check	10372	3/29/2023	66,286.30	Open Text Inc - Remit-To: Open Text Inc	
Supplier Payment	Check	10373	3/29/2023	13,846.50	Oregon Rifleworks	
Supplier Payment	Check	10374	3/29/2023	14,950.96	OSW Equipment & Repair, LLC - Remit-To: OSW Equipment & Repair, LLC	
Supplier Payment	Check	10375	3/29/2023	1,250.00	PBS Engineering and Environmental Inc	
Supplier Payment	Check	10376	3/29/2023	2,437.51	Physio-Control Inc - Remit-To: Stryker Medical	
Supplier Payment	Check	10377	3/29/2023	22.00	Pioneer Federal Credit Union	
Supplier Payment	Check	10378	3/29/2023	140.00	Porter W Yett Company	
Supplier Payment	Check	10379	3/29/2023	10,627.05	Portland Mechanical Construction LLC	
Supplier Payment	Check	10380	3/29/2023	782.60	Qwest Corporation	
Supplier Payment	Check	10381	3/29/2023	2,349.00	Rapid Response Bio Clean Inc.	
Supplier Payment	Check	10382	3/29/2023	525.00	Robert Arthur Meyers Jr.	
Supplier Payment	Check	10383	3/29/2023	2,496.29	Scott Edwards Architecture LLP	
Supplier Payment	Check	10384	3/29/2023	2,629.84	Shrums Pest Control	
Supplier Payment	Check	10385	3/29/2023	9,031.20	Site Workshop Landscape Architecture, LLC	
Supplier Payment	Check	10386	3/29/2023	1,928.64	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	10387	3/29/2023	7,425.60	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	10388	3/29/2023	38.80	State of Washington Department of Labor & Industries - Remit-To: State of WA LNI - Boiler Pressure Vessel	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Supplier Payment	Check	10389	3/29/2023	25.09	State of Washington Department of Natural Resources - Remit-To: Dept of Natural Resources Box 47041	
Supplier Payment	Check	10390	3/29/2023	13.07	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	10391	3/29/2023	10.36	Stericycle Inc - Remit-To: Stericycle	
Supplier Payment	Check	10392	3/29/2023	38,409.54	Summit Law Group	
Supplier Payment	Check	10393	3/29/2023	2,816.38	Telemark Corporation	
Supplier Payment	Check	10394	3/29/2023	136,660.47	The Pape Group Inc - Remit-To: Pape Machinery	
Supplier Payment	Check	10395	3/29/2023	6,250.00	Trauma Intervention Programs	
Supplier Payment	Check	10396	3/29/2023	2,732.41	Triple J Enterprises	
Supplier Payment	Check	10397	3/29/2023	32.00	Vancouver Aire LLC	
Supplier Payment	Check	10398	3/29/2023	515.85	W.B. Sprague Co. Inc.	
Supplier Payment	Check	10399	3/29/2023	73,583.01	Wallis Engineering PLLC	
Supplier Payment	Check	10400	3/29/2023	1,925.14	Walter E Nelson Company	
Supplier Payment	Check	10401	3/29/2023	21,130.50	Wapiti NW LLC	
Supplier Payment	Check	10402	3/29/2023	3,578.15	Western Water Works Supply Co Inc	
Supplier Payment	Check	10403	3/29/2023	68,744.40	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
Supplier Payment	Check	10404	3/29/2023	651.89	WVP OF Washington PC	
Supplier Payment	Check	10405	3/29/2023	89.20	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	10406	3/29/2023	1,023.75	Yakima County	
Ad Hoc Payment	Check	10407	3/29/2023	304.20	Abundant Life Christian Church	Utility Refunds: 0000003443-02
Ad Hoc Payment	Check	10408	3/29/2023	303.26	Cristina Vitalaru or Roger Kelgev	Utility Refunds: 0099001500-05
Ad Hoc Payment	Check	10409	3/29/2023	83.63	Csir LLC	Utility Refunds: 0500003434-03
Ad Hoc Payment	Check	10410	3/29/2023	319.18	Dorothea Dageforde	Utility Refunds: 0157023300-02
Ad Hoc Payment	Check	10411	3/29/2023	1,070.00	Dunn,Erin	Utility Refunds: 0032050600-07
Ad Hoc Payment	Check	10412	3/29/2023	75.23	Ford,Bobbie or Dylan	Utility Refunds: 0085098406-03
Ad Hoc Payment	Check	10413	3/29/2023	148.00	Gianotti,Marjorie	Utility Refunds: 0044077974-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	10414	3/29/2023	208.09	Haddock Properties LLC	Utility Refunds: 0010086400-02
Ad Hoc Payment	Check	10415	3/29/2023	108.86	Herring,Kendall or Julia	Utility Refunds: 0023002600-06
Ad Hoc Payment	Check	10416	3/29/2023	47.40	Hill,Kentin	Utility Refunds: 0000006308-02
Ad Hoc Payment	Check	10417	3/29/2023	58.60	Hill,Shawna or Kentin	Utility Refunds: 0000006308-02
Ad Hoc Payment	Check	10418	3/29/2023	116.55	Idzardi,Paula	Utility Refunds: 0078000950-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	10419	3/29/2023	47.17	Ingebrand,Stephen and Ruth	Utility Refunds: 0020051500-03
Ad Hoc Payment	Check	10420	3/29/2023	58.73	Jenkins,Sally	Utility Refunds: 0070025100-03
Ad Hoc Payment	Check	10421	3/29/2023	21.45	Maureen Sullivan or Edward Chasteney	Utility Refunds: 0005032600-03
Ad Hoc Payment	Check	10422	3/29/2023	171.97	Morton,Terry or Debra	Utility Refunds: 0000001023-01
Ad Hoc Payment	Check	10423	3/29/2023	483.41	Realpage Inc	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	10424	3/29/2023	107.35	Semler,Greg P	Utility Refunds: 0118010247-06
Ad Hoc Payment	Check	10425	3/29/2023	160.55	Servicelink c/o Julie Ravotti	Utility Refunds: 0055037600-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	10426	3/29/2023	295.79	Simcoe,Chester A or Kathleen A	Utility Refunds: 0146437800-03
Ad Hoc Payment	Check	10427	3/29/2023	287.91	Smith,Christina or Elliot	Utility Refunds: 0165000250-06
Ad Hoc Payment	Check	10428	3/29/2023	18.77	Snider,Paula or Duke	Utility Refunds: 0140012044-03
Ad Hoc Payment	Check	10429	3/29/2023	143.63	The Brent and Sharon Newton Revocable Trust	Utility Refunds: 0087049549-01
Ad Hoc Payment	Check	10430	3/29/2023	60.14	The Estate of Muriel Evelyn Harrison	Utility Refunds: 0042018915-04
Ad Hoc Payment	Check	10431	3/29/2023	49.12	The Revocable Living Trust of Sharon Lee Riesterer	Utility Refunds: 0135005047-02
Supplier Payment	Check	10432	3/30/2023	107,495.90	Vancouver Auto Group	
			Check	1,577,570.53		

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Expense Payment	Direct Deposit	EFT-00189802	3/28/2023	1,006.04	Glenn Donald	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00189803	3/28/2023	1,468.87	Jeff Lynch	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00189924	3/30/2023	127.50	Freddie Cruz	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00189925	3/30/2023	2,405.15	Geoffrey Robbins	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00189926	3/30/2023	1,043.19	Sylvia Cossar	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00189927	3/30/2023	5.24	Susan McNutt-Koning	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00189928	3/30/2023	230.00	Bryan Edmiston	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00189929	3/30/2023	63.62	Tanya Wollstein	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00189930	3/30/2023	66.48	Suzanne Hebert	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00189931	3/30/2023	162.99	Jonathan Young	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00189932	3/30/2023	416.83	Jeff Long	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00189933	3/30/2023	48.00	James Correll	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00189934	3/30/2023	50.37	Brandon Garlington	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00189935	3/30/2023	197.50	Tanya Wollstein	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00189936	3/30/2023	379.50	Colin Smith	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00189937	3/30/2023	179.50	Jason Hathaway	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00189938	3/30/2023	179.50	Thomas Schell	Travel Advance
			Direct Deposit	8,030.28		
Supplier Payment	EFT	EFT-00189939	3/30/2023	86,723.56	Western States Soil Conservation Inc	
Supplier Payment	EFT	EFT-00189940	3/30/2023	350.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00189941	3/30/2023	441,919.29	Tapani Inc	
Supplier Payment	EFT	EFT-00189942	3/30/2023	2,080.00	Otak Inc	
Supplier Payment	EFT	EFT-00189943	3/30/2023	620.00	Tierra Right of Way Services LTD	
Supplier Payment	EFT	EFT-00189944	3/30/2023	22,814.29	Living Hope Church	
Supplier Payment	EFT	EFT-00189945	3/30/2023	6,343.72	State of Washington Auditor's Office	
Supplier Payment	EFT	EFT-00189946	3/30/2023	40.77	Ziply Fiber	
Supplier Payment	EFT	EFT-00189947	3/30/2023	3,500.00	Steven Fulmer	
Supplier Payment	EFT	EFT-00189948	3/30/2023	12,687.30	Council for the Homeless	
Supplier Payment	EFT	EFT-00189949	3/30/2023	37,500.00	Pacific Talent Inc	
Supplier Payment	EFT	EFT-00189950	3/30/2023	3,155.00	Salazar Architect Inc	
Supplier Payment	EFT	EFT-00189951	3/30/2023	28,014.70	Meteredeaders LLC	
Supplier Payment	EFT	EFT-00189952	3/30/2023	24,550.70	Lynn K Wittwer MD PC	
Supplier Payment	EFT	EFT-00189953	3/30/2023	120,747.49	Share Inc	
Supplier Payment	EFT	EFT-00189954	3/30/2023	2,442.75	Apex Hood Cleaning	
Supplier Payment	EFT	EFT-00189955	3/30/2023	5,081.64	Boys and Girls Clubs of Southwest Washington	
Supplier Payment	EFT	EFT-00189956	3/30/2023	5,600.00	Opsis Architecture LLP	
Supplier Payment	EFT	EFT-00189957	3/30/2023	21,858.83	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00189958	3/30/2023	83,548.15	Consolidated Electrical Distribution	
Supplier Payment	EFT	EFT-00189959	3/30/2023	1,195.36	MPGTandem	
Supplier Payment	EFT	EFT-00189960	3/30/2023	55,524.03	Halme Excavating Inc	
Supplier Payment	EFT	EFT-00189961	3/30/2023	1,175.02	Pitney Bowes Inc	
Supplier Payment	EFT	EFT-00189962	3/30/2023	1,744.09	Workforce Southwest Washington	
Supplier Payment	EFT	EFT-00189963	3/30/2023	590.00	QuickCaption	
Supplier Payment	EFT	EFT-00189964	3/30/2023	13,467.00	Mead and Hunt Inc	
Supplier Payment	EFT	EFT-00189965	3/30/2023	42,341.40	Rotschy Inc	
Supplier Payment	EFT	EFT-00189966	3/30/2023	5,251.08	Columbia West Engineering	
Supplier Payment	EFT	EFT-00189967	3/30/2023	3,214.10	Advanced American Construction Inc	
Supplier Payment	EFT	EFT-00189968	3/30/2023	3,181.98	Better Air Northwest, LLC	
Supplier Payment	EFT	EFT-00189969	3/30/2023	22,972.84	Sequence Graphics LLC - Remit-To: Sequence Graphics	
Supplier Payment	EFT	EFT-00189970	3/30/2023	9,146.02	Evoqua Water Technologies LLC	
Supplier Payment	EFT	EFT-00189971	3/30/2023	9,867.36	Del Sol Inc	
Supplier Payment	EFT	EFT-00189972	3/30/2023	101.11	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00189973	3/30/2023	6,502.36	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00189974	3/30/2023	12,602.50	Economic Consultants Oregon Ltd	
Supplier Payment	EFT	EFT-00189975	3/30/2023	116,138.65	Mackay Sposito Inc	
Supplier Payment	EFT	EFT-00189976	3/30/2023	29,546.72	Stellar J Corporation	
Supplier Payment	EFT	EFT-00189977	3/30/2023	2,916.67	Sonic Boom Wellness LLC	
Supplier Payment	EFT	EFT-00189978	3/30/2023	124.00	Universal Field Services Inc	
			EFT	1,247,180.48		
Supplier Payment	Manual Wire		3/20/2023	2,947.57	Superior, LLC	
Supplier Payment	Manual Wire		3/27/2023	1,089,109.66	Internal Revenue Service	
Supplier Payment	Manual Wire		3/28/2023	23,353.37	Washington Dental Service	
Supplier Payment	Manual Wire		3/28/2023	159,657.71	Blue Cross Blue Shield of Oregon	

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

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Supplier Payment	Manual Wire		3/28/2023	10,757.63	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		3/28/2023	322,367.10	State of Washington Department of Revenue	
Supplier Payment	Manual Wire		3/28/2023	39,366.36	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire		3/28/2023	10.00	City of Portland Revenue Division	
Supplier Payment	Manual Wire		3/29/2023	100.16	Internal Revenue Service	
Supplier Payment	Manual Wire		3/30/2023	3,828.38	Superior, LLC	
Supplier Payment	Manual Wire		3/30/2023	510.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire		3/31/2023	828,619.16	State of Washington Department of Retirement System (PERS)	
			Manual Wire	2,480,627.10		
			Checks	1,577,570.53		
			Direct Deposit	8,030.28		
			EFT	1,247,180.48		
			4/3/2023	2,819.46	City Payments	Posted 03-27-23 to 04-02-23
			Hansen Total	2,819.46		
			4/3/2023	1,627.50	Miscellaneous	Parks Class Refunds FCC 03-27-23 to 04-02-23
			4/3/2023	2,265.55	Miscellaneous	Parks Class Refunds MCC 03-27-23 to 04-02-23
			VISA Total	3,893.05		
			Payroll Total	47,260.37		
			GRAND TOTAL	5,367,381.27		

City of Vancouver
Payroll Council Report
March 27, 2023 - April 02, 2023

Check No.	Date	Explanation	Amount
1122 - 1126	03/31/23	3 2023 Pension Payroll	\$ 5,929.89
189880 - 189923	03/31/23	3 2023 Pension Direct Deposits	\$ 41,330.48

\$ 47,260.37



Staff Report: 051-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/10/2023

SUBJECT Amend contract with Selectron Technologies to include online permit applications

Key Points

- The City currently uses Selectron's hosted software system to allow customers to pay their utility bills online. This system also allows Community Development customers to schedule building inspections, view results online or via text, and pay inspection-related fees.
- The current online permit system is antiquated, difficult for customers to use, and has limited functionality. Migrating to the Selectron platform to accept permit applications will decrease our permit processing time substantially over the current system.
- Migrating online permits to the Selectron platform moves the City closer to having a common web payment portal for our customers.
- The cost to migrate online permit applications from Infor Dynamic Portal to the Selectron Relay platform is already included in the Community Development Department's budget.
- This amendment is proposed via an ordinance because the Agreement is for an initial term of 5 years with successive 1-year terms thereafter until terminated by either of the parties. Per City Charter, an ordinance is required to approve contracts involving the payment of money with a duration of more than 5 years.

Strategic Plan Alignment

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

Present Situation

Community Development implemented the current Infor Dynamic Portal solution in April 2013. The system is outdated and is not efficient for our customers or staff. Although the system works, it lacks many of the modern features and the user experience that you would find in today's e-commerce sites. A decision package to replace the current Dynamic Portal system was approved in the 2022 First Supplemental Budget.

Advantage(s)

- Permit customers can apply for and obtain a permit online, pay fees, schedule inspections and view inspection results.
- A more streamlined self-service product that requires limited staff intervention will save numerous person-hours.
- Adding this functionality to the existing Selectron Relay platform is consistent with the City's goal to move towards a common online payment portal for City services.

Disadvantage(s)

None

Budget Impact

Migrating to Selectron's Relay Platform has a one-time cost of \$110,000 for configuration and implementation services, and an on-going annual service hosting fee of \$20,625. Funding for the services within the amendment were approved as a decision package in the City's 2022 budget.

Prior Council Review

- Staff Report 100-21: Passage of Ordinance M-4339 and Initial Selectron Relay Platform contract approved.
- Decision package to migrate online permit applications to the Selectron platform was funded in the 2022 First Supplemental Budget.
- First reading of ordinance on April 3, 2023.

Action Requested

On Monday, April 10, 2023, subject to second reading and public hearing, approve the ordinance.

Jason Nortz, Development Review Division Manager, 360-487-7844; Patrick Gilbride, Information Technology Director, 360-487-7650

ATTACHMENTS:

- ▢ Ordinance
- ▢ Presentation
- ▢ Selectron Services and Hosting Agreement
- ▢ Permits Statement of Work
- ▢ Permits Pricing
- ▢ Ordinance M-4339

04/03/23
04/10/23

ORDINANCE M - _____

AN ORDINANCE authorizing the City Manager or designee to execute an Amendment to the City’s Agreement with Selectron Technologies, Inc., an Oregon corporation (hereinafter “Contractor”), for the provision of additional software and materials, beyond those approved by way of Ordinance M-4339, identified more particularly in the Amendment (collectively “Licensed Software”) for the benefit of providing customers of the City of Vancouver, Washington (“City”) with upgraded portal for Community Development Permit Applications; providing for severability; and setting an effective date.

WHEREAS, in July 2021, the Vancouver City Council passed Ordinance M-4339, authorizing the City Manager to enter into an Agreement with Contractor with an initial term of five (5) years, with the option of 1-year extensions thereafter, for the purpose of implementing a new, web-based Utility Billing Portal; and

WHEREAS, upgrading to Selectron’s Licensed Software provides the City and its customers access to a cloud-hosted portal offering improvements including: increased credit card payment security; customer managed profile for managing payment information; bill and payment history; and customers being able to manage multiple accounts under a single profile for easier payments across multiple properties; and

WHEREAS, it is desirable to afford similar conveniences to customers submitting Community Development Permit Applications; and

ORDINANCE - 1

Does not require codification

WHEREAS, City staff and the Contractor have negotiated a tentative Agreement containing mutually agreeable terms including one-time payments in a not to exceed amount of one hundred and ten thousand dollars (\$110,000), and ongoing portal maintenance fees of \$20,625, for access to Licensed Software and services beyond those that Contractor has agreed to provide by way of its existing Agreement with the City; and

WHEREAS, upon execution of an Ordinance, the City Council has the authority to approve contracts involving the payment of money with a duration of more than five (5) years pursuant to City Charter Section 11.05, and City Council may, in the same manner, authorize amendments to contracts involving the same; and

WHEREAS, the City wishes to obtain Contractor's Services pursuant to appropriate terms so as to obtain the benefits of the Selectron Licensed Software.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Approval. The City Manager or designee is hereby authorized to execute an Amended Agreement with Contractor for provision of Licensed Software to provide the City with the benefits of upgraded Community Development Permit Application portal.

Section 2. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

ORDINANCE - 2

Does not require codification

Section 3. Effective Date. This ordinance shall go into effect five (5) days after its passage.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____.

SIGNED this _____ day of _____, 2023.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 3

Does not require codification

SUMMARY

ORDINANCE M-_____

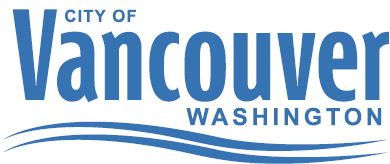
AN ORDINANCE authorizing the City Manager or designee to execute an Amendment to the City's Agreement with Selectron Technologies, Inc., an Oregon corporation, for the provision of additional software and materials, beyond those approved by way of Ordinance M-4339, identified more particularly in the Amendment for the benefit of providing customers of the City of Vancouver, Washington with upgraded portal for Community Development Permit Applications; providing for severability; and setting an effective date. The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at (360) 487-8799, or via www.cityofvancouver.us (Go to City Government and Public Records).

ORDINANCE - 4

Does not require codification



Selectron Technologies Contract Amendment April 10, 2023



Jason Nortz
Development Review Manager

Patrick Gilbride
Information Technology Director

Why an Ordinance and not just a standard contract?

- ❑ Hosted software platform agreement is for an initial term of 5 years, with successive 1-year terms thereafter.
- ❑ Per City Charter, an Ordinance is required to approve contracts involving payments extending beyond 5 years.

Background

- ❑ The City currently uses Selectron hosted software for web-based:
 - Utility bill payments
 - Inspection scheduling
 - Inspection payments

- ❑ The City currently uses Infor's Dynamic Portal software for:
 - Online development permit applications and payments

Background

- ❑ Existing Infor online permit application software is:
 - Antiquated
 - Not user friendly
 - Limited functionality
- ❑ New Selectron Payment Portal software approved in 2022 First Supplemental Budget
- ❑ One-time configuration cost & on-going annual service cost

Selectron Permit Payment Portal

- ❑ New System Advantages:
 - ❑ Apply for permit online
 - ❑ Pay fees
 - ❑ Schedule inspections
 - ❑ View inspection results
 - ❑ Streamlined/efficient process
 - ❑ Aligns with City goal of moving towards common online payment portal for all City services



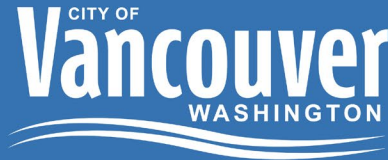
Thank You

Jason Nortz, Development Review Manager, Community Development Department

Jason.nortz@cityofvancouver.us

Patrick Gilbride, Director, Information Technology

Patrick.gilbride@cityofvancouver.us





Master Services and Hosting Agreement

This Master Services and Hosting Agreement (this “**Agreement**”) by and between Selectron Technologies, Inc., an Oregon corporation having a principal place of business at 12323 SW 66th Avenue, Portland, OR 97223, and its successors and assigns (“**Selectron**”), and the City of Vancouver, Washington whose physical address is 415 West 6th Street, Vancouver WA 98660 and mailing address is P. O. Box 1995, Vancouver, WA 98668 (“**Licensee**”).

Recitals

Whereas, as between Selectron and Licensee, Selectron is the owner of all rights, titles, and interest in and to certain software and materials, identified more particularly in this Agreement as the “**Licensed Software**”; and

Whereas, Selectron wishes to grant to Licensee, and Licensee desires to obtain from Selectron, certain rights to access and use, and to permit authorized Licensee employees to access and use the Licensed Software through Selectron’s application hosting service, as more particularly described below and in accordance with the terms and conditions of this Agreement.

Now, Therefore, in consideration of the mutual promises and covenants contained herein, the parties agree to the following terms and conditions, which set forth the rights, duties and obligations of the parties:

Agreement

1. Definitions

For purposes of this Agreement, the following terms shall have the following meanings. Any capitalized terms used in this Agreement that are not defined in this Section 1 shall have the meaning given to them elsewhere in this Agreement.

1.1 “Aggregate Data” means information, data, and statistics about a group of individuals, organizations, or transactions that cannot be used to identify Licensee or a particular individual, including Licensee Data that has been de-identified and anonymized and combined with data about other individuals and transactions.

1.2 “Authorized User” means an Employee that Licensee provides with access to the Licensed Software.

1.3 “Customer Tools” means the Licensed Software components and interfaces that, as described in the Documentation, are designed and intended to be accessed by customers of Licensee through an application that is set up and maintained as part of the Services and/or Licensee’s website.

1.4 “Derivative Work” shall mean a new or modified work that is based on or derived from a preexisting work, including, without limitation, a work that

in the absence of a license, would infringe the Intellectual Property Rights associated with such preexisting work.

1.5 “Documentation” shall mean the standard documentation for the Licensed Software, as generally provided by Selectron to its other customers.

1.6 “Employee” shall mean a then-current employee of Licensee.

1.7 “Intellectual Property Rights” shall mean all rights associated with (a) patents, designs, algorithms, and other industrial property rights; (b) works of authorship, including copyrights, “moral rights”, and derivative works thereof; (c) the protection of trade and industrial secrets and confidential information; (d) Trademarks (as defined herein); (e) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated), whether arising by operation of law, contract, license, or otherwise; and (f) all registrations, initial applications, divisions, continuations, renewals, extensions, divisions, and re-issuances of any of the foregoing, now existing or acquired in the future.

1.8 “Licensed Software” shall mean, collectively, (a) the software programs that are listed in Exhibit A and further described in Exhibit C; (b) the Documentation; and (c) any Updates.

1.9 “Licensee Data” means structured data about and identifiable to customers of Licensee, including without limitation data about transactions between such customers and Licensee, (a) that Licensee provides to Selectron to enable Selectron to provide the Licensed Software and the Services, (b) that Selectron collects from Licensee’s customers to facilitate payments by those customers to Licensee, or (c) that Selectron otherwise collects or creates, including by automated means, in the course of performing the Services or providing the Licensed Software to Licensee.

1.10 “PCI Data” means Cardholder Data (including, without limitation, Primary Account Number, cardholder name, expiration date, and Service Code) and Sensitive Authentication Data (including without limitation full magnetic stripe data or the equivalent on a chip, CAV2/CVC2/CW2/CID, PINs/PIN block), as such terms are defined by the PCI Security Standards Council.

1.11 “Security Incident” means a breach of security resulting in an unauthorized third party gaining access to Licensee Data if (a) such breach creates a reasonably likely risk of harm to Licensee or any individual(s) and (b) the Licensee Data was accessed in unencrypted, usable, or readable form or it is reasonably likely that the unauthorized third party has acquired or will acquire the decryption key or other means of converting the Licensee Data to readable or usable form.

1.12 “Services” means the outbound call management, customization, training, set-up, configuration, or other services listed in Exhibit A and further described in Exhibit C hereto, the Technical Support Services, and any other services Selectron provides to Licensee as described herein.

1.13 “Technical Support Services” means the maintenance and technical support services described in Exhibit B hereto.

1.14 “Term” shall have the meaning set forth in Section 11.1.

1.15 “Trademarks” shall mean (a) the trademarks, trade names, and service marks used by a party, whether registered or unregistered; (b) the respective stylistic marks and distinctive logotypes for such trademarks, trade names, and service marks; (c) such other marks and logotypes as either party may designate from time to time in writing; and (d) the goodwill connected with the use of and symbolized by any of the foregoing.

1.16 “Updates” shall mean any modifications, error corrections, bug fixes, new releases, or other updates of or to Licensed Software, including the Documentation, that may be provided or otherwise made available hereunder by Selectron to Licensee during the Term.

1.17 “Work Product” means any and all work product, deliverables, materials, drawings, works of authorship, creative works, designs, inventions, documentation, methods, processes, techniques, software, reports, or data created or developed by Selectron in the course of performing the Services or providing the Licensed Software, excluding Licensee Data.

2. Grant of License; Restrictions

2.1 Grant of License to Use Licensed Software. Subject to the terms and conditions of this Agreement, including the End User License Agreement (“EULA”) attached hereto as Exhibit D which is incorporated into and made a part hereof, and the timely payment of all fees hereunder, Selectron hereby grants to Licensee a non-exclusive, nontransferable, nonsub licensable, limited license, during the Term, to access and use the Licensed Software solely in accordance with the Documentation and the EULA and solely for Licensee’s own internal business use. Except as set forth in this Section 2.1 or the EULA, no other right or license of any kind is granted by Selectron to Licensee hereunder with respect to the Licensed Software.

2.2 Software Restrictions. Licensee hereby acknowledges and agrees that it shall not use the Licensed Software for any purpose other than the purpose for which Selectron has developed the Licensed Software, and that it shall use the Licensed Software in accordance with the EULA and all applicable laws, rules, and regulations. In the event of any violation of this Section 2.2 or the terms of the EULA by Licensee or any person Licensee provides with access to the Licensed Software (whether or not such person is an Authorized User), Selectron may terminate this Agreement in accordance with Section 11.2, and shall be entitled to equitable relief in accordance with Section 12.5.

2.3 Data Restrictions. Selectron hereby acknowledges that the Licensee Data may contain sensitive, personally-identifiable information. Selectron will not disclose Licensee Data to any third-party except as required to perform its obligations under this Agreement (e.g., transmittal of PCI Data to Licensee’s designated payment gateway) and will maintain and use the Licensee Data only for purposes of performing its obligations under

this Agreement. Except as otherwise expressly provided herein, Selectron will promptly delete any Licensee Data that Licensee requests in writing to be deleted (except for data retention required by law).

2.4 Rights in Aggregate Data. Notwithstanding Section 2.3, Selectron may, (a) during the term of this Agreement, use and analyze the Licensee Data to generate Aggregate Data and (b) during and after the term of this Agreement, retain, use, publish, and otherwise disclose Aggregate Data without restriction, so long as the Aggregate Data is disclosed in a form in which it cannot be used to identify Licensee or any particular individual(s). By way of example and without creating any limitation, Selectron may analyze the Licensee Data along with data gathered from other sources to generate statistics and analytics about success rates of municipalities in collecting payments in response to application notification calls.

3. Deliverables and Services

3.1 Services. Selectron shall perform the Services described in Exhibit A and Exhibit C and the Technical Support Services described in Exhibit B in accordance with the terms of this Agreement.

3.2 Delivery, Testing, and Acceptance. All deliveries of equipment or physical goods required under this Agreement shall be F.C.A. Selectron's facilities. Selectron shall provide Licensee with the Documentation and access to the Licensed Software according to the delivery, testing, and acceptance schedule and terms and conditions set forth in Exhibit A and Exhibit C. Unless a testing period of different duration is set forth in Exhibit A or Exhibit C, Licensee shall have a testing period of thirty (30) days from the date of delivery of any Licensed Software, including any customized Licensed Software, to inspect and test the Licensed Software. If Licensee provides Selectron with written notice during the applicable testing period describing the Licensed Software's failure to substantially comply with the limited warranty set forth in Section 7.2 in sufficient detail to enable Selectron to reproduce such failure, the Service Fees for the non-conforming Licensed Software shall be suspended until Selectron corrects any such substantial non-conformity. If Licensee does not provide such notice during the testing period, the Licensed Software shall be deemed accepted, and Licensee's sole remedy for any non-conformance shall be the Technical Support Services provided hereunder.

3.3 Authorized Users; Licensee Identification and Passwords. Except as provided in Section 3.4, Licensee shall not permit any person to access the Licensed Software other than Employees whom Licensee has designated as Authorized Users. Each individual natural person shall be a separate Authorized User for purposes of this Agreement. Licensee shall create or request that Selectron create

unique log-in credentials, consisting of a "**User Identification**" and "**User Password**", for each individual Authorized User who shall be accessing the Licensed Software. Licensee hereby acknowledges that Licensee and its Authorized Users bear sole responsibility for protecting the confidentiality of all User Passwords and shall remain fully responsible and liable for (and Selectron shall not be responsible or liable for) any unauthorized use of any User Identifications or User Passwords. Licensee shall not share or disclose, and shall not permit any Authorized User to share or disclose, such Authorized User's log-in credentials with or to any other individual or entity, even if such other individual is also an Authorized User. A User Identification may not be transferred from one Authorized User to another Authorized User. Licensee shall promptly terminate (or cause to be terminated by requesting that Selectron terminate) the User Identification for any individual who ceases to be an Authorized User for any reason, including without limitation due to termination of such individual's employment with Licensee. Licensee shall promptly notify Selectron if it discovers or suspects that any log-in credentials have been accessed or used by any person other than the Authorized User to which such log-in credentials were granted, in which case Selectron shall promptly reset or provide Licensee with a means of resetting the password associated with such log-in credentials.

3.4 Customer Tools. Licensee may permit its customers to access and use the Customer Tools solely through Licensee's website and/or an application that is set up and maintained as part of the Services, and solely for the purpose of enabling such customers to (a) receive notifications sent by or on behalf of Licensee, (b) make payments to Licensee, (c) view their invoices from Licensee and history of payments to Licensee, and (d) update their contact information with Licensee.

3.5 Hosting. During the Term, Selectron and/or its designees shall host and maintain the Licensed Software, and provide access thereto, subject to the terms and conditions of this Agreement and the EULA. Selectron will make the Licensed Software available to Licensee in accordance with the Service Level Agreement attached hereto as Exhibit E.

3.6 Updates, Maintenance, and Technical Support. During the Term, Selectron shall provide Licensee with Updates as they are made generally available by Selectron to its other customers, as well as maintenance and technical support, in accordance with the terms and conditions set forth in Exhibit B. Any Update provided or made available by Selectron hereunder shall be deemed part of the Licensed Software and shall be subject to the terms and conditions of this Agreement.

3.7 Other Modifications to the Licensed Software.

Licensee understands and agrees that Selectron may make modifications and updates to the Licensed Software from time to time. Selectron may determine in its sole discretion whether to provide such modifications and updates to Licensee and its other customers as an Update hereunder, or whether such modifications and updates will be issued as a separate or new product or premium version of the Licensed Software that is available only at an additional charge.

3.8 Further Licensee Obligations. Licensee shall be solely responsible for acquiring and maintaining, at its own expense, the necessary equipment and Internet and telecommunication services required to access the Licensed Software and the Services. Licensee acknowledges that Selectron shall have no obligation to assist Licensee in using or accessing the Licensed Software or the Service except as expressly set forth in this Agreement.

4. Fees and Payment

4.1 Service Fees. Licensee shall pay to Selectron service fees (“**Service Fees**”) in the amounts and according to the terms and conditions set forth in Exhibit A. In addition to the payment of Service Fees, unless different terms are provided for in Exhibit A, Licensee agrees to reimburse Selectron for all actual, documented and reasonable travel and out-of-pocket expenses incurred by Selectron in connection with the performance of any Services. Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. Selectron is solely responsible for its staff’s travel time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

4.2 Payment Terms. Unless different payment terms are set forth in Exhibit A, all fees and expenses payable hereunder shall be due thirty (30) days from the date of invoice, and any amounts not paid when due will incur late fee charges at the rate of 1% per month, or the maximum rate permitted by applicable law, whichever is lower, calculated on a daily basis. If any amounts are past due and outstanding, Selectron reserves the right to suspend the licenses granted hereunder, suspend access to the Licensed Software, and discontinue the Services until all outstanding amounts are paid. Selectron is entitled to recover all costs of collection, including reasonable attorney’s fees and related expenses.

4.3 Disputed Amounts. Any disputed charges must be presented by Licensee to Selectron in writing within thirty (30) days of the date of invoice, and the parties agree to cooperate in good faith to promptly resolve any disputed invoice within thirty (30) days of Selectron’s receipt of Licensee’s written notice of dispute. In the event Licensee disputes any amounts invoiced by Selectron in good faith, the undisputed amount shall be paid when due, and only

disputed amounts shall be withheld pending resolution of the dispute. If payment of a disputed amount has already been made and later resolution of the dispute is in Licensee’s favor, a credit will be issued by Selectron to Licensee on the next invoice.

4.4 Fee Increases. During the Initial Term, the Service Fees set forth in Exhibit A shall apply. After the Initial Term (as defined in Section 11.1 below), Selectron may increase or change its fees proportionate to the change in the Consumer Price Index for the Seattle-Tacoma-Bremerton area since the last fee increase by providing Licensee with notice of such increase or change at least ninety (90) days prior to the effective date of such increase or change. Such fee increases and changes may be based on the non-discounted fees. Licensee’s sole alternative to such fee increase or change shall be to terminate this Agreement by providing notice of termination to Selectron within thirty (30) days after receipt of the notice of price increase or change, which termination will become effective thirty (30) days after such written notice of termination.

4.5 Taxes. All prices set forth in this Agreement are in U.S. Dollars and are exclusive of any applicable taxes. Licensee shall pay, indemnify, and hold Selectron harmless from all import and export duties, customs fees, levies, or imposts, and all sales, use, value added, or other taxes or governmental charges of any nature, including penalties and interest, and all government permit or license fees assessed upon or with respect to any products sold, leased, or licensed to Licensee and any services rendered to Licensee; provided, however, that Licensee shall not be responsible for paying any taxes imposed on, or with respect to, Selectron’s income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Proprietary Rights

As between Selectron and Licensee, Selectron and/or its licensors own and shall retain all right, title and interest, including, without limitation, all Intellectual Property Rights in and to the Licensed Software and any Work Product resulting from performance of the Services and any portions thereof, including without limitation any copy or Derivative Work of the Licensed Software (or any portion thereof) and any Updates and upgrades thereto. Selectron grants Licensee a license as defined in Exhibit D of this Agreement. Licensee agrees to take any action reasonably requested by Selectron to evidence, maintain, enforce, or defend the foregoing consistent with applicable law. Licensee shall not take any action to jeopardize, encumber, limit, or interfere in any manner with Selectron’s or its licensors’ ownership of and rights with respect to the Licensed Software or Service, or any Derivative Work or Update or upgrade thereto. The Licensed Software and any Work Product are licensed, not sold, and Licensee shall have only those rights in and to the Licensed Software and Work Product and any Derivative Work or Update or upgrade thereto as are expressly granted to it under this Agreement, including the EULA.

6. Proprietary Information

During the Term of this Agreement and after the termination of this Agreement, the parties will take all steps reasonably necessary to hold the other party's Proprietary Information in confidence, will not use the disclosing party's Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without the disclosing party's express prior written consent; provided, however, that each party (the "**receiving party**") may disclose Proprietary Information of the other party (the "**disclosing party**") (a) to such receiving party's employees, directors, officers, contractors, and agents (collectively, "**Representatives**") who have a need to know such information and who have been advised of and have agreed to comply with the confidentiality restrictions contained in this Section 6 and (b) to such third parties as are authorized or directed by the disclosing party in writing. Each party shall be responsible and liable for the actions and omissions of its Representatives. "**Proprietary Information**" belonging to a disclosing party includes, but is not limited to, such disclosing party's (a) trade secrets, inventions, ideas, processes, formulas, source and object codes, data, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (b) information regarding its plans for research, development, new products, marketing and selling, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; (c) information regarding the skills and compensation of employees, and (d) other information about or belonging to such disclosing party that the receiving party should reasonably know, due to the nature of the information or the circumstances surrounding its disclosure, is regarded by the disclosing party as confidential. Proprietary Information includes reports, analyses, notes, and other information or materials that contain or are derived using the disclosing party's Proprietary Information, even if developed in whole or in part by the receiving party.

For clarity, information about the Licensed Software, including information about its features, functionality, and pricing, are and shall remain the Proprietary Information of Selectron. For further clarity, Licensee Data is and shall remain the Proprietary Information of Licensee.

Notwithstanding the foregoing, information will not be considered to be Proprietary Information if (a) it is readily available to the public other than by a breach of this Agreement; (b) it has been rightfully received by the receiving party from a third party without confidentiality limitations; (c) it has been independently developed by the receiving party without reference to or use of the disclosing party's Proprietary Information; or (d) it was rightfully known to the receiving party prior to its first receipt from the disclosing party. ; or (e) it is disclosed pursuant to applicable law, including but not limited to the Washington State Public Records Act, Chapter 42.56 of the Revised Code of Washington ("RCW"). In the event Licensee receives a request for

Selectron of such request and withhold disclosure of such information for not less than five (5) business days to permit Selectron to seek judicial protection of such information, provided that Selectron shall be responsible for attorney fees and costs in such action and shall save and hold harmless Licensee from any costs, attorney fees, or penalty assessment under Ch. 42.56 RCW.

7. Representations and Warranties; Warranty Disclaimer.

7.1 Mutual Representations. Each party represents and warrants to the other party that the execution, delivery and performance of this Agreement (a) is within its corporate, municipal, or governmental powers, as the case may be (b) has been duly authorized by all necessary corporate, municipal, or governmental action on such party's part, and (c) does not and shall not contravene or constitute a default under, and is not and shall not be inconsistent with, any law, regulation, judgment, decree or order, or any contract, agreement, or other undertaking, applicable to such party.

7.2 Limited Software Warranty and Exclusive Remedy. Subject to the limitations set forth in this Agreement, Selectron represents and warrants to Licensee that the Licensed Software, when used in accordance with the Documentation, shall throughout the Term substantially conform to the functional specifications in such Documentation.

If Licensee finds what it reasonably believes to be a failure of the Licensed Software to substantially conform to the functional specifications in the Documentation, and provides Selectron with a written report that describes such failure in sufficient detail to enable Selectron to reproduce such failure, Selectron shall use commercially reasonable efforts to correct or provide a workaround for such failure at no additional charge to Licensee in accordance with Exhibit B hereto. Outside the United States, this limited warranty is only available with proof of purchase from an authorized source. EXCEPT FOR THE EXPRESS WARRANTY ABOVE, SELECTRON PROVIDES THE LICENSED SOFTWARE TO LICENSEE "AS IS" AND "AS AVAILABLE." SELECTRON MAKES NO WARRANTY THAT ALL ERRORS, FAILURES, OR DEFECTS SHALL BE CORRECTED, OR THAT ACCESS TO OR USE OF THE LICENSED SOFTWARE SHALL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY SELECTRON, ITS AGENTS, OR ITS EMPLOYEES, SHALL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT. This Section states the entire liability of Selectron and the sole and exclusive remedy of Licensee with respect to any breach of the foregoing express warranty.

7.3 Limited Services Warranty and Exclusive Remedy. Subject to the limitations set forth in this Agreement, Selectron warrants that the Services shall be performed in a professional and workmanlike manner. Selectron's sole obligation, and Licensee's exclusive remedy for breach of the foregoing warranty, is that Selectron shall use its commercially reasonable efforts to re-perform the Services or otherwise cure such breach. If, in Selectron's sole judgement, curing the breach is not

commercially feasible, Selectron shall credit Licensee for a portion of the fees allocable to the affected period of time that is proportionate to the period the Services or Licensee's ability to access or use the Licensed Software was impaired.

7.4 Disclaimer of Other Warranties. THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7 AND SECTION 8.5 CONSTITUTE THE ONLY WARRANTIES MADE BY SELECTRON WITH RESPECT TO THE LICENSED SOFTWARE AND THE SERVICES AND ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. SELECTRON MAKES NO OTHER, AND HEREBY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, WITH RESPECT TO THE LICENSED SOFTWARE, THE SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. SELECTRON EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. SELECTRON DOES NOT WARRANT THAT ANY USE OF OR ACCESS TO THE LICENSED SOFTWARE SHALL BE ERROR-FREE OR SECURE, OR THAT OPERATION OF THE LICENSED SOFTWARE SHALL BE UNINTERRUPTED, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION THEREWITH. LICENSEE ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN SECTION 7 AND SECTION 8.5 OF THIS AGREEMENT.

7.5 Defects Not Covered by Warranties. Selectron shall have no obligations under Section 7.2 to the extent any nonconformance or failure of, or error in, the Licensed Software is caused by (a) use of any attachment, feature, hardware, software, or device in connection with the Licensed Software, or combination of the Licensed Software with any other materials or service, unless the combination is performed by Selectron; transportation, neglect, misuse, or misapplication of the Licensed Software, or any use of the Licensed Software that is not in accordance with this Agreement, the EULA, and/or the Documentation; (c) alteration, modification, or enhancement of the Licensed Software, except as may be performed by Selectron; (d) failure to provide a suitable use environment for all or any part of the Licensed Software; or (e) failure to maintain systems and environments that are compatible with Updates.

8. Security

(b) **Internet Security.** Selectron's Licensed Software is made available through the Internet and may be used to access and transfer information over the Internet. Licensee is solely responsible for the security and integrity of information it transfers from the Licensed Software, if any. Selectron makes no representations or warranties to

Licensee regarding (a) the security or privacy of Licensee's network environment, or (b) any third-party technologies' or services' ability to meet Licensee's security and privacy needs. These third-party technologies and services may include, but are not limited to, operating systems, database management systems, web servers, and payment processing services. Licensee is solely responsible for ensuring a secure environment for information it transfers from the Licensed Software, if any. Further, Licensee acknowledges and agrees that Selectron does not operate or control the Internet and that Selectron shall have no responsibility or liability in connection with a breach of security or privacy regarding the Licensed Software or information contained therein that is caused by (a) viruses, worms, Trojan horses, or other undesirable data or software; (b) unauthorized users, e.g., hackers; or any other third party or activity beyond Selectron's reasonable control; in each of the foregoing cases, except to the extent caused by Selectron's breach of Section 8.4 or 8.5.

8.1 Remote Access Security. In order to enable code development and support and maintenance of the software, Selectron may require remote access capability. Remote access is normally provided by installing PC-Anywhere, ControlIT, or other industry standard remote access software. It may also be provided through a Licensee solution such as VPN access. Regardless of what method is used to provide remote access, or which party provides remote access software, it is Licensee's responsibility to ensure that the remote access method meets Licensee's security requirements. Selectron makes no representations or warranties to Licensee regarding the remote access software's ability to meet Licensee's security or privacy needs. Selectron also makes no recommendation for any specific package or approach with regard to security. Licensee is solely responsible for ensuring a secure network environment.

8.2 Outbound Services Disclaimer. Outbound services are intended to create additional methods of communication for Licensee's employees who use the Licensed Software in support of existing processes. These services are not intended to replace all interaction with Licensee's end users or employees. While the outbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as software, computer hardware, network services, telephone services, and e-mail. Examples of situations that could cause failure include but are not limited to: down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Licensee acknowledges that it is aware of the potential hazards associated with relying on an automated outbound service feature, when using the Licensed Software, and Licensee acknowledges and agrees that it is giving up in advance any right to sue or make any claim against Selectron, and that Licensee forever releases Selectron from any and all liability caused by (a) any failed call attempts (including excess of calls over and above network or

system capacity), incomplete calls, or any busy- outs; (b) any failure to transmit, obtain or collect data from callers or for human and machine errors, faulty or erroneous input, inarticulate caller communication, caller delays or call lengths exceeding estimated call lengths or omissions, delays and losses in connection with the Services provided hereunder; or (c) if Licensee, Licensee's employees, or Licensee's end user suffer injury or damage due to the failure of outbound services to operate, even though Licensee does not know what or how extensive those injuries or damages might be, unless such losses were directly attributable to Selectron's gross negligence or willful misconduct.

8.3 Privacy and Security Standards. Selectron agrees that it will gather, collect, receive, generate, store, use, maintain, transmit, process, import, export, transfer and disclose the Licensee Data substantially in compliance with applicable data protection, security, breach notification and privacy laws, rules, regulations and industry standards to which Selectron is subject. Selectron shall, at all times, use reasonable measures to protect the confidentiality of the Licensee Data in its possession or care, including technical, administrative, and physical safeguards that are appropriate given the nature of the Licensee Data.

8.4 PCI Compliance. Selectron warrants that, during the Term of this Agreement, (a) all system components, people, processes, and the cardholder data environment that are used in Selectron's collection, transmittal, or other processing of PCI Data on behalf of Licensee are and shall remain compliant with the applicable provisions of PCI DSS; and (b) Selectron PayEngine™, Selectron's proprietary payment application, is and shall remain compliant with PA-DSS. On an annual basis or upon Licensee's request, Selectron shall provide Licensee with an Attestation of Compliance or Attestation of Validation confirming such compliance.

8.5 Incident Response. In the event Selectron becomes aware of a confirmed or suspected Security Incident involving the unauthorized disclosure or theft of PCI Data, Selectron shall (a) notify Licensee within 24 hours of when Selectron first becomes aware of Security Incident, (b) cooperate in any investigation, (c) promptly take reasonable measures to prevent further unauthorized access or use of the Licensee Data, (d) cooperate with Licensee's notification to affected individuals if such notification is required by applicable law or regulation, and (e) perform all such other acts, or cooperate with Licensee's performance of all such other acts, that are required with respect to such Security Incident by applicable law or regulation. Notifications concerning Security Incidents will be sent to Help.Desk@cityofvancouver.us.

8.6 Limited Scope of PCI Data Processing. The parties acknowledge that Selectron's sole processing of PCI

Data on behalf of Licensee shall consist of (a) collecting PCI Data needed to facilitate payments to Licensee, (b) transmitting such PCI Data to a third party payment gateway designated by Licensee, and (c) receiving confirmation via the payment gateway that the payment transaction has been completed. After transmittal of PCI Data to the payment gateway, Selectron will not retain, store, or continue to use or process such PCI Data.

8.7 Data Transfers Between Licensee and Selectron. The parties acknowledge that, to facilitate providing the Services and the Licensed Software, Selectron and Licensee shall regularly transfer Licensee Data to each other. Licensee, not Selectron, is responsible for providing and maintaining a secure file transfer protocol for such transfer of Licensee Data, and shall be responsible for maintaining the security of the system components, environment, and procedures of such file transfer protocol.

8.8 Licensee's Privacy Practices. Licensee acknowledges that the Licensee Data includes information about individuals with whom Licensee, rather than Selectron, has direct relationships. Therefore, it is Licensee's obligation, and not Selectron's obligation, to provide any privacy notices or disclosures to, and obtain any consent from, such individuals as may be required by applicable law with respect to processing of the Licensee Data by Selectron on Licensee's behalf. Licensee represents, warrants, and covenants to Selectron that (a) Licensee has the authority to transmit the Licensee Data to Selectron; and (b) Selectron's collection, storage, transmittal, and other processing of the Licensee Data on behalf of Licensee, as described in the Documentation and this Agreement, does not and will not violate any applicable laws, regulations, ordinances, contracts, policies, orders, or decrees to which Licensee is subject.

9. Indemnification

9.1 Infringement Indemnity Obligations of Selectron. Selectron shall defend any action brought against Licensee to the extent it is based on a third party claim that use by Licensee of the Licensed Software as furnished hereunder, which use is in accordance with the terms and conditions of this Agreement, directly infringes or misappropriates any valid United States patent, copyright, or trade secret. Selectron shall pay any liabilities, costs, damages, and expenses (including reasonable attorney's fees) finally awarded against Licensee in such action that are attributable to such claim. Licensee agrees to promptly notify Selectron of any known or suspected infringement or misappropriation of Selectron's proprietary rights of which Licensee becomes aware. Should the Licensed Software become, or be likely to become in Selectron's opinion, the subject of any claim of infringement, Selectron may, at its option (a) procure for Licensee the right to continue using the potentially infringing materials; (b) replace or modify the potentially infringing materials to make them non-infringing; or (c) terminate this Agreement and provide Licensee with a refund equal to the set-up fees paid by Licensee, less an amount equal to the depreciated portion of such fees calculated on a five (5)

year straight-line basis. This Section 9.1 states the entire liability of Selectron and the exclusive remedy of Licensee with respect to infringement of any third-party intellectual property or other rights, whether under theory of warranty, indemnity, or otherwise.

9.2 Infringement Indemnity Obligations of Licensee. Selectron shall have no liability for any claim based upon (a) the use, operation, or combination of the Licensed Software with non-Selectron programs, data, equipment, or documentation if liability would have been avoided but for such use, operation, or combination; use of other than the then-current, unaltered version of the Licensed Software that incorporates all Updates; Licensee's or its agents' or Employees' activities after Selectron has notified Licensee that Selectron believes such activities may result in infringement; (d) any modifications to or markings of the Licensed Software that are not specifically authorized in writing by Selectron; (e) any third party software; (f) any Licensee Data; or (g) Licensee's breach or alleged breach of this Agreement. Licensee shall indemnify, defend, and hold Selectron harmless for, from and against all liabilities, costs, damages, and expenses (including reasonable attorney's fees) awarded against or incurred by Selectron in such action(s) that are attributable to such claim.

9.3 Security Related Indemnity Obligations of Selectron. If an investigation performed by a qualified third party forensic investigator confirms that a Security Incident was caused solely by an act or omission of Selectron, including any security vulnerability in system components, procedures, or environments owned or controlled by Selectron, then Selectron shall defend, indemnify, and hold harmless Licensee for, from and against all liabilities, costs, damages, fines, penalties, and expenses (including reasonable attorney's fees) incurred by Licensee as a result of such Security Incident, including the reasonable costs of investigation and reasonable costs of notification to affected individuals and providing credit monitoring or other fraud prevention services, but only to the extent such notification, credit monitoring, or other fraud prevention services are required by applicable laws, regulations, a court order or consent decree, or the terms of a settlement and release of claims arising from such Security Incident that Selectron has consented to (collectively, "**Losses**").

9.4 Security Related Indemnity Obligations of Licensee. Selectron shall have no liability or obligation to defend or indemnify Licensee with respect to any Losses caused by Licensee's breach of Sections 8.8 or 8.9 or any Security Incident to the extent caused in whole or in part by an act or omission of Licensee or any third party (other than Selectron's subcontractors) or any of their affiliates, employees, directors, officers, agents, or contractors (other than Selectron), including without limitation any of the

following acts or omissions: (a) their loss of control of any device, (b) their failure to maintain the confidentiality of log-in credentials, (c) their transmission of data via methods that are not secure, (d) their failure to maintain systems and environments that are compatible with any Update, (e) their violation of the applicable terms of this Agreement or any applicable laws, regulations, or industry standards, or (f) any vulnerability in their environment, systems, hardware, software, or physical or administrative security safeguards or procedures, including without limitation any vulnerability in the file transfer protocol maintained by Licensee pursuant to Section 8.8. Licensee shall indemnify, defend, and hold harmless Selectron for, from and against all Losses arising from any such Security Incident or Licensee's breach of Sections 8.7 or 8.8, including without limitation any expenses incurred by Selectron in complying with its obligations under Section 8.6.

9.5 Conditions for Indemnification. The parties' indemnification obligations hereunder shall apply only if (a) the party to be indemnified (the "**indemnitee**") notifies the party obligated to indemnify them (the "**indemnitor**") in writing of a claim promptly upon learning of or receiving the same; and (b) the indemnitee provides the indemnitor with reasonable assistance requested by the indemnitor, at the indemnitor's expense, for the defense and settlement, if applicable, of any claim. The indemnitee's failure to perform any obligations or satisfy any conditions under this Section 9.5 shall not relieve the indemnitor of its obligations hereunder except to the extent that the indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

9.6 Control of Defense. After receipt of notice of a claim, the indemnitor shall be entitled, if it so elects, at its own cost, risk and expense (a) to take control of the defense and investigation of such lawsuit or action; and (ii) to employ and engage attorneys of its own choice to handle and defend the same; *provided, however*, that the indemnitee's consent shall be required for any settlement that does not include a full release of all claims. If the indemnitor fails to assume the defense of such claim within ten (10) business days after receipt of notice of the claim, the indemnitee will (upon delivering notice to such effect to the indemnitor) have the right to undertake, at the indemnitor's cost and expense, the defense, compromise or settlement of such claim on behalf of and for the account and risk of the indemnitor; provided, however, that such claim shall not be compromised or settled without the written consent of the indemnitor. The party that assumes control of the defense of the claim will keep the other party reasonably informed of the progress of any such defense, compromise or settlement. Notwithstanding the foregoing, the indemnitee shall be entitled to conduct its own defense at the cost and expense of the indemnitor if the indemnitee establishes that the conduct of its defense by the indemnitor would reasonably be likely to prejudice materially the indemnitee due to a conflict of interest between the indemnitee and the indemnitor; and provided further that in any event, the indemnitee may participate in such defense at its own expense.

10. Limitation of Liability

10.1 Limited Remedy. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL SELECTRON OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR, OR BE OBLIGATED TO INDEMNIFY LICENSEE FOR, ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, OR INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR OTHER ECONOMIC LOSS ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, EVEN IF SELECTRON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED.

10.2 Maximum Liability. Notwithstanding anything in this Agreement to the contrary or the failure of essential purpose of any limited remedy or limitation of liability, Selectron's entire liability arising from or relating to this Agreement or the subject matter hereof, under any legal theory (whether in contract, tort or otherwise), shall not exceed the amounts actually received by Selectron from Licensee hereunder in the twelve (12) months immediately preceding the action that gave rise to the claim. Licensee acknowledges that the Service Fees reflect the allocation of risk set forth in this Agreement and that Selectron would not enter into this Agreement without the limitations on liability set forth in this Agreement. Cyber Liability Insurance. Selectron shall obtain and keep in force during the entire term of this Agreement, cyber liability insurance covering claims involving privacy violations, data breach, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The amount of coverage provided by such insurance shall be not less than Two Million Dollars (\$2,000,000) combined single limit. The City of Vancouver, Washington shall be named as an additional insured with respect to all such policies. Selectron shall provide evidence of all insurance required, at Client's request, by submitting an insurance certificate to Licensee on a standard "Acord" or comparable form.

11. Term and Termination

11.1 Term. The term of this Agreement shall commence on the Effective Date and continue for an initial period of five (5) years therefrom (the "**Initial Term**"), and shall automatically renew for successive one (1) year periods unless either party notifies the other of its intention not to renew at least ninety (90) days before the end of the then-current term (collectively, the "**Term**"). If Licensee cancels prior to the end of the Initial Term of five (5) years, all fees for the Initial Term of this agreement that are unpaid will become immediately due.

11.2 Termination for Default. If either party

materially defaults in any of its obligations under this Agreement, the non-defaulting party, at its option, shall have the right to terminate this Agreement by written notice to the other party unless, within sixty (60) calendar days after written notice of such default, the defaulting party remedies the default, or, in the case of a default which cannot with due diligence be cured within a period of sixty (60) calendar days, the defaulting party institutes within the sixty (60) day-period substantial steps necessary to remedy the default and thereafter diligently prosecutes the same to completion. Notwithstanding anything herein to the contrary, in the event Licensee breaches the EULA or Sections 2.2, 5 and/or 6 of this Agreement, Selectron may immediately terminate this Agreement. Licensee shall notify Selectron within twenty-four (24) hours of Licensee's becoming aware of any breach (other than by Selectron) of the terms and conditions of this Agreement, including, without limitation, any breach of Sections 2.2, 5 or 6.

11.3 Termination for Bankruptcy. Either party may terminate this Agreement if the other party (a) becomes insolvent; (b) fails to pay its debts or perform its obligations in the ordinary course of business as they mature; (c) is declared insolvent or admits its insolvency or inability to pay its debts or perform its obligations as they mature; or (d) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment, or composition, or makes a general assignment for the benefit of creditors, provided that, in the case of an involuntary proceeding, the proceeding is not dismissed with prejudice within sixty (60) days after the institution thereof.

11.4 Effect of Termination. Upon the expiration or termination of this Agreement, all rights and licenses granted to Licensee hereunder shall immediately and automatically terminate. Within ten (10) days after any termination or expiration of this Agreement, Licensee shall, at its sole expense, return to Selectron (or destroy, at Selectron's sole election) all Licensed Software and Proprietary Information of Selectron (and all copies, summaries, and extracts thereof) then in the possession or under the control of Licensee and its current or former employees. Licensee shall notify Selectron in writing that, to the best of its knowledge, such delivery or destruction has been fully effected. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms. Either party's termination of this Agreement shall be without prejudice to any other right or remedy that it may have at law or in equity, and shall not relieve either party of liability for breaches occurring prior to the effective date of such termination. Any provisions that would reasonably be expected by the parties to survive termination of this Agreement shall survive such termination, including without limitation the provisions of the EULA and Sections 1 ("Definitions"), 2.2 ("Software Restrictions"), 2.3 ("Data Restrictions"), 2.4 ("Rights in Aggregate Data"), 4 ("Fees and Payment") (with respect to

amounts accrued but as-yet unpaid), 5 ("Proprietary Rights"), 6 ("Proprietary Information"), 7 ("Representations and Warranties; Warranty Disclaimer"), 8 ("Security"), 9 ("Indemnification"), 10 ("Limitation of Liability"), 11 ("Term and Termination") and 12 ("General Provisions").

12. General Provisions

(a) **Notices.** Any notice, request, demand or other communication required or permitted hereunder shall be in writing, shall reference this Agreement, and shall be deemed to be properly given (on the earliest of) (a) when delivered personally; (b) when sent by facsimile, with written confirmation of receipt; or (c) upon receipt three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All notices shall be sent to City of Vancouver, Attn: IT Manager P.O. Box 1995 Vancouver, Washington 98668 (or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section 12.1).

12.1 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, U.S.A., without reference to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to and shall not be used to interpret this Agreement. Any dispute regarding this Agreement must be brought in the state or federal courts located in Clark County, Washington, U.S.A.

12.2 Construction. This Agreement has been negotiated by the parties and their respective counsel. This Agreement shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either party.

12.3 Attorneys' Fees. If any legal action is brought relating to this Agreement or the breach hereof, the prevailing party in any final judgment shall be entitled to the full amount of all reasonable expenses, including all court costs and reasonable attorney fees paid or incurred.

12.4 Injunctive Relief. In the event that Licensee breaches any provision of the EULA or Sections 2, 5, or 6 or any other material provision of this Agreement, Licensee acknowledges and agrees that there may be no adequate remedy at law to compensate Selectron for such breach, that any such breach may result in irreparable harm to Selectron that would be difficult to measure; and, therefore, that upon any such breach or threat thereof, Selectron shall be entitled to seek injunctive and other appropriate equitable relief, in addition to whatever remedies Selectron may have at law, in equity, under this Agreement, or otherwise.

12.5 Waiver. The waiver by either party of a breach of or a default under any provision of this Agreement,

shall be in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder, operate as a waiver of any right or remedy.

12.6 Severability. If the application of any provision of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable, then (a) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties, and reformed without further action by the parties, to the extent necessary to make such provision valid and enforceable. Without limiting the generality of the foregoing, Licensee agrees that Section 7.4 will remain in effect notwithstanding the unenforceability of any other provision hereof.

12.7 Independent Contractor Relationship. Selectron's relationship with Licensee will be that of independent contractor, and nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, or employer-employee relationship. Licensee is not an agent of Selectron and is not authorized to make any representation, contract, or commitment on behalf of Selectron, or to bind Selectron in any way. Selectron is not an agent of Licensee and is not authorized to make any representation, contract, or commitment on behalf of Licensee, or to bind Licensee in any way. Selectron will not be entitled to any of the benefits that Licensee may make available to its employees, such as group insurance, profit sharing, or retirement benefits.

12.8 Force Majeure. Neither party shall be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, war, error in the coding of electronic files, Internet or other network "brownouts" or failures, power failures, novelty of product manufacture or other unanticipated product development problems, and acts of civil and military authorities; provided that such party gives the other party prompt written notice of the failure to perform and the reason therefor and uses its reasonable efforts to limit the resulting delay in its performance and to mitigate the harm or damage caused by such delay.

12.9 Public Announcements. Licensee shall cooperate with Selectron so that Selectron may issue a press release concerning this Agreement; provided, however, Selectron may not release any such press release without the prior approval of Licensee (which shall not be unreasonably withheld, delayed, or conditioned). However, without seeking prior approval in each instance, Selectron shall have the right to

use Licensee's name as a customer reference, and to use Licensee's trade name on Selectron's customer lists.

12.10 U.S. Government Rights. (a) The Licensed Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R.12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, the Licensed Software are licensed to any U.S. Government End Users (i) only as a commercial item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Manufacturer is Selectron Technologies, Inc., 12323 SW 66th Avenue, Portland, OR 97223, USA. This Section, consistent with 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202 is in lieu of, and supersedes, any other Federal Acquisition Regulation, Defense Federal Acquisition Regulation Supplement, or other clause or provision that addresses United States Government rights in computer software, technical data, or computer software documentation.

(b) The parties agree that, in the event that Licensee is a governmental entity, all other state and local governments within Licensee's state may purchase a license from Selectron to use the Licensed Software under the same terms and conditions as set forth in this Agreement by entering into a master services and hosting agreement with the same terms and conditions as set forth herein with Selectron and be compliant with the Washington State interlocal Cooperation Act, Ch 39.34 RCW with no liability to the licensee.

12.11 Export Controls. The Licensed Software is subject to the export control laws of the United States and other countries. Licensee may not export or re-export the Licensed Software, unless Licensee has first obtained Selectron's prior written permission and the appropriate United States and foreign government licenses, at Licensee's sole expense. Licensee must otherwise comply with, and contractually require that all of its employees comply with, all applicable export control laws and regulations in the use of the Licensed Software. None of the Licensed Software may be downloaded or otherwise exported or re-exported (a) into any country for which the United States has a trade embargo, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List. Licensee represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list. Licensee shall defend, indemnify and hold Selectron and all successors, assigns, affiliates, suppliers, and each of their officers, directors, employees, and agents harmless for, from, and against any and all claims, allegations, damages, liabilities, and costs and expenses (including without limitation attorneys' fees and costs) arising out of Licensee's violation of such export control laws. Licensee further agrees to comply with the United States Foreign Corrupt Practices Act, as amended.

12.12 Captions and Section Headings. The captions and Section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

12.14 Right to Review. The Licensee shall have the right to review the financial and service components of this program, limited in scope to the supporting information and documentation related specifically to this agreement. Such review may occur with adequate notice and by providing all requests in writing. Selectron shall preserve and maintain all financial records, and records relating to the performance of work under this Agreement, for 12 months after contract termination.

12.15 Debarment. By signing this Agreement, Selectron certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or city department or agency. The Agency also agrees to include the above requirement in any and all subcontracts in which it enters. The Agency shall immediately notify the City if it becomes debarred.

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

12.17 Business License. Selectron will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply.

12.18 Nondiscrimination. Licensee is an equal opportunity employer. In the performance of this Agreement, Selectron will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap

12.19 Counterparts. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and, when taken together, shall be deemed to constitute one and the same agreement. Each party agrees that the delivery of this Agreement by facsimile transmission or by PDF attachment to an e-mail transmission will be deemed to be an original of the Agreement so transmitted and, at the request of either party, the other party will confirm facsimile or e-mail transmitted signatures by providing the original document.

12.20 Modification; Subsequent Terms. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized signatory of Selectron and Licensee. To the extent that the terms and conditions of the Exhibits hereto or Exhibits to subsequent amendments or modifications of or to the Agreement ("Subsequent Terms") differ from those herein, those Subsequent Terms shall control the interpretation and any conflict resolution thereof. The terms on any purchase order or similar document submitted by Licensee to Selectron will not modify the terms and conditions of this Agreement.

12.21 Entire Agreement; Amendment. This Agreement, including the Exhibit(s) attached hereto, constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, agreements, and communications, whether oral or written, between the parties relating to the subject matter of this Agreement, and (b) all past courses of dealing and industry custom.

12.22 Evaluation and Compliance with the Law. Selectron shall have the authority to control and direct the performance and details of the work described herein. Selectron agrees to comply with all relevant, federal, state and municipal laws, Policies, rules, and regulations.

In Witness Whereof, the parties have caused this Agreement to be executed by duly authorized representatives of the parties as of the Effective Date.

DATED this _____ day of _____, 2021

CITY OF VANCOUVER, a municipal corporation

BY: _____
Anna L. Vogel, Procurement Services Manager

SELECTRON, Contractor

BY: _____

Title _____

Approved as to form:

Jonathan Young, City Attorney

EXHIBIT A
Scope of Work

PRICING DETAILS FOR 5-YEAR TERM OPTION

	Unit Cost	Total Cost
RELAY PLATFORM UPDATE		
Relay IVR for Utility	\$35,000	\$35,000
Relay IVR for Permits	\$30,000	\$30,000
Relay IWR for Utility	\$15,000	\$15,000
Relay IWR for Permits	\$15,000	\$15,000
20 Production Voice Ports	\$2,000	\$40,000
Outbound Channel License	\$5,000	\$5,000
1 Outbound Notification – Delinquency	\$1,500	\$1,500
12-Month Inspection Results & History	\$6,000	\$6,000
CommunitySelect	\$9,500	\$9,500
Utility Notification	\$3,000	\$3,000
Plan Review Status	\$7,500	\$7,500
2 Test IVR Voice Ports	\$1,000	\$2,000
RELAY UPDATE TOTAL		\$169,500
MANAGED ENVIRONMENT SETUP & CONFIGURATION		
Move to Managed Environment		\$20,000
MANAGED ENVIRONMENT SETUP & CONFIGURATION TOTAL		\$20,000
NEW ADD-ONS FOR UTILITIES:		
Replace CommunitySelect with Inbound Builder		\$7,500
Advanced Payments & Profile Management Bundle		\$90,000
E-Billing Enrollment & Management		\$15,000
Outbound Notification – Shutoff Notification		\$1,500
Payment Extension		\$8,750
Display E-Bill Enrollment Status on Relay IWR Solution		\$2,000
NEW ADD-ONS FOR UTILITIES TOTAL		\$124,750
NEW ADD-ONS FOR PERMITS:		
Credit Card & E-Check Payments for IVR and Web		\$31,500
Plan Review Status		\$0
Outbound Notification – Expiring/Expired Permit Notification		\$1,500
IPS Logging for: Utility Notifications, Expiring/Expired Permit Notifications, and Contractor Voicemail Messages for Inspectors		\$6,000
NEW ADD-ONS FOR PERMITS TOTAL		\$39,000
TOTAL PROJECT SETUP COST		\$353,250

DISCOUNTS

Relay Platform Update Discount	(\$81,150)
Managed Environment Setup & Configuration Discount	(\$20,000)
Preferred Payment Vendor Forte	(\$30,000)
Inbound Builder	(\$7,500)
New Add-Ons for Utilities	(\$62,375)
New Add-Ons for Permits	(\$19,500)
DISCOUNTS TOTAL	(\$220,525)

TOTAL ONE-TIME PROJECT SETUP COST AFTER DISCOUNT	\$132,725
---	------------------

BUNDLES AND SERVICE FEES	Unit Cost	Total Cost
ANNUAL BUNDLES AND SERVICE FEES		
Utilities: IVR/IWR Managed Service Fee		\$43,755
Utility Annual Service Fee Discount		(\$18,988)
Utilities: Inbound Call Bundle (320,000 calls)	\$0.40	\$128,000
Utilities: Outbound RCS Bundle (100,000 messages)	\$0.15	\$15,000
Permits: IVR/IWR Managed Service Fee		\$40,245
Permits Annual Service Fee Discount		(\$18,987)
Permits: Inbound Call Bundle (25,000 calls)	\$0.40	<u>\$10,000</u>
BUNDLE AND SERVICE FEE TOTAL		\$199,025
ANNUAL DISCOUNTS		
Utilities: Inbound Call Bundle (320,000 calls)	(\$0.15)	(\$48,000)
Permits: Inbound Call Bundle (25,000 calls)	(\$0.15)	(\$3,750)
DISCOUNTS TOTAL		(\$51,750)
BUNDLE AND SERVICE FEE TOTAL AFTER DISCOUNT		\$147,275
TOTAL FIRST YEAR COST		\$280,000

Required Items Not Included with Relay

- Required Existing Infor Hansen application database interface(API)
- Relay does not include merchant account provider or payment gateway costs or associated fees

Quote Notes

- Application Database Integration: Infor Hansen
 - A Standard Application Database is defined as an Application Database that exposes the needed data and transaction business rules via an API. All functionality listed in the Application Packs is contingent on the accessibility of the data and business logic from the Application Database via an API.
 - Integration to Hansen requires appropriate ports enabled within the City of Vancouver's network and VPN connectivity, as determined is necessary during the system implementation
- Payments: Relay can be integrated to either Forte or Paymentus for gateway & processing services
- Number of IVR Ports: 20 for Production IVR and 2 for Test IVR
- Telephone Number: IVR service requires a local-to-customer phone number. Selectron can either use an existing number provided by customer, or obtain and provide a number if needed.
- Call Definition: IVR Services are provided by the Call. A Call is defined as a successful completed connection. A Call can be up to 4 minutes in length, with each additional 4-minute period counted as an additional Call. Actions such as transfer that result in multiple connected circuits are counted on the per circuit basis and are measured for the duration of the connection including the time after a transfer occurs.

CONTRACT LENGTH

The following fully illustrates year over year pricing based on a 5-year commitment. *

5 YEAR CONTRACT

*Year over year pricing***

Retail

		Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Relay Platform Setup	\$169,500	\$50,850					\$50,850
Managed Environment Setup & Configuration	\$20,000	\$0					\$0
Utilities: New Modules	\$124,750	\$62,375					\$62,375
Permits: New Modules	\$39,000	\$19,500					\$19,500
Utilities: Annual Service Fee	\$48,131	\$43,755	\$45,943	\$48,240	\$50,652	\$53,184	\$241,774
Utility Annual Service Fee Discount		-\$18,988	-\$4,725	-\$6,930	-\$9,245	-\$11,676	-\$51,564
Utilities: Inbound Call Bundle (320,000 calls)	\$128,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$400,000
Utilities: Outbound RCS Bundle (100,000 messages)	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$75,000
Permits: Annual Service Fee	\$44,245	\$40,245	\$42,257	\$44,370	\$46,589	\$48,918	\$222,379
Permits Annual Service Fee Discount		-\$18,987	-\$4,725	-\$6,930	-\$9,246	-\$11,676	-\$51,564
Permits: Inbound Call Bundle (25,000 calls)	\$10,000	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$31,250
TOTAL	\$598,651	\$280,000	\$180,000	\$180,000	\$180,000	\$180,000	\$1,000,000

* All contracts including non-appropriations or termination for convenience without penalty will utilize Retail pricing.

** All discounted pricing based on the City using Forte or Paymentus for Credit Card Gateway & Processing for all Selectron applications.

- This agreement is a purchase, per the rates outlined above, for a 5-year period. Payment for all costs shall not exceed \$1,000,000 unless authorized in writing by the City, unless the Parties agree to additional scope in writing.

MANAGED SERVICES PAYMENT TERMS

Payment Terms

Receipt of Purchase Order by the Customer will constitute acceptance of the terms and conditions utilized in the Professional Services Agreement executed with the initial purchase of your interactive system.

Selectron Technologies expects payment to occur within 30 days of receipt of invoice unless otherwise agreed to in the contract or purchase order terms and conditions. All presented pricing is in US Dollars.

Setup and New Module Fees Payment Schedule

- 25% Invoiced at contract to procure hardware/rack space, etc.
- 25% Invoiced at execution of system design documents
- 30% Invoiced upon delivery of system to user
- 20% Invoiced at "System Go-Live."

"**System Go-Live**" shall be the earlier of: (a) final system acceptance by Licensee assuming Licensee has used commercially reasonable diligence and efforts to test functionality; or (b) upon live operation of any system component that would allow citizen use of the system; (c) 90 days from delivery of the system to Licensee provided that no material deficiencies (equivalent to Class A or Class B Errors as defined within Exhibit B) are reported to Selectron and remain unresolved by Selectron by the end of the 90-day period.

Annual Fees and Bundle Fees Payment Schedule

- 100% Due upon System Go-Live and then 45 days prior to next service year or upon reload of messages.

Any prepaid maintenance and support fees will be credited towards the first year of managed service fees. Subsequent service fees will be invoiced 45 days prior to beginning of next service year.

Outbound messages are purchased in annual call bundles. Calls, as defined by the agreement, that are not used rollover to the next qualifying renewal. The rollover calls from one period may only be used to offset overages in the next immediate period. If there are no overages from one period, the rollover calls from the prior period expire.

A qualifying renewal is one that is equal to or greater than the previous period. If customer chooses to reduce their annual plan renewal, rollover calls do not apply.

PremierPro On-going Support

An active Support and Maintenance Agreement and all applicable fees are required as qualification for the discounted pricing offered in this quote.

Taxes

Sales Tax or any other applicable taxes are **NOT** included in any of this proposal's pricing information. If taxes become applicable, these taxes will then need to be added to the proposed pricing.

Notices

All notices, invoicing and correspondence, with the City's contract number identified & the Projects Manager's (PM) name, are to be sent to:

Vendor Information

Selectron Technologies, Inc.
12323 SW 66th Avenue, Portland, Oregon
97223 Phone: 866.878.0048 | Fax: 03.443.2052

Licensee Information

City of Vancouver/IT Manager/(PM name), P.O. Box 1995, Vancouver, Washington 98668

EXHIBIT B
Service Level Agreement

This Exhibit provides the terms and conditions and service levels for Selectron's Hosting and Maintenance of the Licensed Software, including both the production and test servers.

1.0 DEFINITIONS

Any capitalized terms used in this Exhibit, "Hosting, Maintenance, and Technical Support," that are not defined below shall have the same meaning as defined in Section 1 of the Agreement. The following definitions are used only within this Exhibit and shall have the meaning stated herein only for application within this Exhibit.

"Basic Support Hours" shall mean Monday through Friday, 5:00 am to 5:00 pm Pacific Time, excluding United States federal holidays.

"Downtime" means minutes when the Licensed Software is unavailable.

"Emergency Maintenance" means Maintenance performed in response to a Force Majeure Event or with the aim to prevent an Error; Selectron shall notify the City as soon as possible, but no later than within two hours after commencement of Emergency Maintenance.

"Error" means any failure of the Licensed Software or the Service, as applicable, to conform in any material respect with the Documentation.

"Error Correction" means either a bug fix, patch, or other modification or addition that brings the Licensed Software or the Service, as applicable, into conformity with the Documentation.

"Maintenance" means Services provided by Selectron to the City to keep the System conforming to the Documentation and to respond to requests by the City.

"Priority A Error" means an Error that causes the Licensed Software or Services to be (i) severely impacted, resulting in a complete loss of Access or Use, or (ii) significantly degraded resulting from an essential element of the Licensed Software or Services being non-functional and materially unavailable to a material percentage of Authorized Users without a Workaround being available.

"Priority B Error" means an Error that (i) substantially degrades the performance of the System, (ii) materially restricts Customer's Use of the System, or (iii) causes the System to be materially unstable or have periodic interruptions over a sustained period of time.

"Priority C Error" means an Error that (i) causes only a minor impact on Customer's Use the System, (ii) causes a minor degradation not visible to Users, or (iii) that is cosmetic or otherwise not material to the essential functions of the System.

"Scheduled Maintenance" means the number of minutes that is scheduled for regular maintenance on the System, maintenance normally occurs weekly on any weekday between 09:00pm to 06:00am Pacific Time with a maximum planned Downtime of 240 minutes per month. Whenever possible the City will be provided advance written notice of Downtime relating to Scheduled Maintenance.

"System Availability" means the total number of minutes within the applicable month less any time designated by Selectron as planned Downtime.

“Scheduled Downtime” means Scheduled Maintenance, Customer Configuration Maintenance, and Emergency Maintenance.

“Unscheduled Downtime” means a System outage (other than those arising from Maintenance, Scheduled Maintenance, Emergency Maintenance, events of Force Majeure, or City systems or the City’s third party systems) that prevents City Users or the City’s end users from consummating transactions.

“Workaround” means with respect to any Error, the provision of a temporary repair used to bypass, mask or otherwise avoid the Error until a permanent repair is available.

2.0 ERROR REPORTING

- 2.1 Selectron shall provide Maintenance and Error Corrections to the Licensed Software and Services as required to keep the Licensed Software and Services performing in all respects to the Documentation, and to correct reported Errors that are diagnosed by the City. Selectron shall coordinate isolation and diagnosis of Errors, testing and repair work for the response, tracking, and resolution of all Errors.
- 2.2 Selectron shall provide Customer with telephone support twenty-four (24) hours per day, seven (7) days per week for the reporting of and response to Priority A Errors, and telephone support during Basic Support Hours for the reporting of Priority B and Priority C Errors.
- 2.3 When reporting an Error, the City will provide Selectron with sufficient explanation of the circumstances under which the Error occurred or is occurring, and the City shall reasonably classify the Error as a Priority A, B, or C Error.

3.0 ERROR RESPONSE AND RESOLUTION

- 3.1 Selectron shall use commercially reasonable efforts to correct Errors. Selectron shall provide a first response, first update and subsequent updates for each Error according to time periods described in the following table, in accordance with the priority level actually assigned by the City to such Error.

Incident	First Response	First Update	Subsequent Updates	Resolution
Priority A Error	1 hour	1 hour	Every 2 hours	Workaround within 24 hours; Error Correction within 48 hours, or other time as mutually agreed
Priority B Error	3 hours during Basic Support Hours	2 hours during Basic Support Hours	Every 2 hours during Basic Support Hours	Workaround within 48 hours; Error Correction within 5 Business Days, or other time as mutually agreed
Priority C Error	3 business days	5 business days	5 business days	Workaround within 6 Business Days; Error Correction within three weeks, or other time as mutually agreed

- 3.4 A response may be provided to the City by email. A status update on the Error may be provided by email or may be made available online, on a status website which has been communicated to the City. Each update shall include a description of (a) functionality affected; (b) the start time of the Error; and (c) current status of Error Correction.
- 3.5 If the Parties have a good faith dispute whether an Error is priority level B or C, the Parties shall negotiate in good faith, including escalation to their respective executives, for resolution within three (3) Calendar Days of notice of the dispute. The Parties, in their respective discretion, may mutually agree to an alternative dispute resolution process for prompt and discrete resolution of the Severity Level dispute.

4.0 SYSTEM AVAILABILITY

- 4.1 Selectron's goal for System Availability is set forth in the table below.

Service Level	Goal	Measure Start	Measure End
System Availability (24x7x365)	99.9%	First day of the month	Last day of the month

System Availability shall be measured over the period of each calendar month and calculated as set forth above. System Availability shall be measured on a pro-rated basis for the month of Acceptance.

- 4.2 Availability shall be calculated as a percentage using the following formula:

$$\text{System Availability} = \frac{(\text{total minutes in given month minus Unscheduled Downtime})}{\text{divided by total minutes in a given month}}$$

The System Availability and goal is for the production server only. The test server shall be considered independent and not calculated as part of System Availability.

- 4.3 In the event that the Error Response and Resolution parameters in Section 3.1 are not being met, the Parties agree to escalate the issue to their respective Executive teams, who will meet to discuss next steps and improvement measures.

5.0 BACK-UP

- 5.1 Selectron shall back up City data collected by Selectron on a periodic basis throughout the day, with a full backup performed nightly. On a weekly basis, Selectron shall verify such backups are complete, accurate, and accessible. The combination of incremental and daily backups will ensure that no more than twenty-four (24) hours of data loss will be incurred in the event of a disaster.
- 5.2 Within the primary datacenter, Selectron shall maintain redundancy for all required server, storage, data base, network, and Internet connectivity to prevent against disruption of the System due to a single hardware device or connectivity failure.

6.0 DISASTER RECOVERY

- 6.1 Disaster Recovery. In event that Selectron declares a "disaster" status (as described in Section 6.2 below), Selectron will use best efforts to restore the system at a secondary hosting site (either the current alternate collocation site or Selectron's own facilities) on a temporary basis. This effort

will take between 2 and 10 days and requires support from the City. As the solution is a complex system reliant on third party systems, Selectron's ability to restore the system will be limited to the elements within Selectron's immediate control. Examples of other systems that could delay restoration include the hosted backend database, the City's network, the regional and national telephone and internet backbones, as well as other interdependent systems.

- 6.2 Declaration of Disaster Status. Selectron will declare "disaster" status within one day of its reaching the reasonable belief that an event will cause a complete loss of Service for seventy-two (72) hours or more. At this time Selectron will contact the City to initiate a recovery plan. The City will be requested to provide direction on priority and availability of necessary assistance for restoration. Selectron will begin recovery efforts coordinated with the City's priorities for bringing systems back on line.

7. EXCEPTIONS

The terms of this Exhibit do not apply during the following times of exception:

- 7.1 Service outages beyond Selectron's immediate control, such as Force Majeure Events or an outage caused by the City, such as the City's permitting or utility databases being unavailable.
- 7.2 Outages following a scheduled Update or Upgrade of the Software, where the City did not participate in coordinated functional testing and the coordinated functional testing could have reasonably determined the issue.
- 7.3 Outages during the initial project implementation phase, or any subsequent major changes to the Software and/or Hosting environment that the City requests, or any major changes being made to the City's networks or systems.

8.0 LIMITATIONS

- 8.1 The terms and conditions of this Exhibit apply only to Services related to the production and test environments of the Licensed Software and Services in conformity with the Documentation.
- 8.2 Unless agreed to by the Parties in writing, this Exhibit does not apply to, and the City may not deploy to City's end users, the Licensed Software on beta, test and other pre-production release Hardware or operating systems.
- 8.2 Services provided by Selectron under this Exhibit do not include the restoration of data which has been modified or deleted by the City, the provision of additional training because of Updates to the Licensed Software, consulting and training regarding the Use of the Licensed Software or Services and the adjustment of interfaces within the City's systems.

EXHIBIT C

Statement of Work



Statement of Work

Relay

Utilities, Permitting

1. Overview.....	2
1.1. Revision History.....	2
2. Functionality	3
2.1. The Relay Platform	3
2.2. Utility Pack.....	3
2.3. Permit Pack (CED Permitting).....	7
2.4. Relay Cloud Services Outbound	10
2.5. Builder	11
2.6. Payment Processing	11
3. System Integration	12
3.1. Application Database Interfaces	13
3.2. Payment Gateway Interfaces	13
4. Deployment Model	13
4.1. Hosted IVR Access	14
5. Administrative Tasks	14
5.1. Run System Reports	14
5.2. Schedule Outbound Campaigns	15
6. Responsibilities	15
6.1. Selectron Technologies, Inc.....	15
6.2. Vancouver, WA	17

1. Overview

This Statement of Work (SOW) outlines the services provided by Selectron Technologies, Inc. (Selectron) to Vancouver, WA (Vancouver or Customer). This SOW is in the context of Vancouver's move from Selectron's Gen4 solution to the Relay platform; from on-premise to Selectron's managed service; from CyberSource to Forte for payment processing. The features, functionality, and services are provided through Selectron Technologies' Relay communication platform (Relay).

1.1. Revision History

Version #	Details	Date
1.0	Initial Release	3/7/2019
1.1	Revisions per 4/23/2019 meeting	6/20/2019
1.2	Revisions	7/11/2019
1.3	Payment gateway revisions	10/8/2019

2. Functionality

This section details the functionality of each application included in Relay. All functions and features are dependent upon the accessibility of Vancouver's IPS application database to provide the given data to Relay.

2.1. The Relay Platform

Vancouver's solution is powered by Selectron's Relay platform. Relay is a multi-channel, multi-agency platform that is designed to connect customers, constituents, and field workers to government agencies and utilities. Relay offers interactive voice response (IVR), web, mobile, outbound, call center agent, and field worker capabilities all in a single platform.

The following sections detail the functionality that will be implemented for Vancouver. Additional channels, applications, and integrations that are not specified in this SOW are not included, but may be able to be added to the system under a supplemental statement of work. Please contact your Selectron representative for more details for additional functionality.

2.1.1. Application Packs and Channels

Vancouver's solution includes the following application pack and channels:

- Application packs:
 - Utility Pack
 - Permit Pack
- Channels:
 - IVR
 - Web
 - Outbound

2.2. Utility Pack

Vancouver will be configured with the Utility Pack. The Utility Pack offers Vancouver's customers with a central point of access for account management and payments. Citizens will be able to enter an account number and access account data and activities, including:

- Current balance owed
- Last billing date and amount (up to last 6)
- Last payment date and amount (up to last 6)
- Payment Processing – Credit Card and E-Check

In addition to the above, the following add on features are included with this implementation of the Relay Utility Pack:

- Manage User Name & Password – Web only
- Consumption and Usage History – Web Only
- Recurring Payments – IVR and Web
- Shopping Cart –Web
- Customer Profiles
 - Multiple utility accounts – Web
 - eBilling enrollment and management – IVR and Web
 - Display account holder's E-Bill enrollment status when user is logged into Relay Web (will require Vancouver interface assistance)
 - Username Authentication/Password Retrieval – Web Only
- Advanced Payments
 - Stored payment method – IVR and Web
 - Schedule future payment – IVR and Web

All account information is made available through an API to the IPS application database. For any of the features detailed below to function as described, data must be available in this database to be presented to users.

2.2.1. IVR Channel

The IVR Channel for the Utility Pack provides callers with an Interactive Voice Response (IVR) system for accessing account information and making payments over the phone.

Citizens can call the Utility IVR channel in order to hear account information and to make a payment. Citizens will access their account using an account number. The IVR validates this data against the IPS application database. Once the account is validated, the IVR will speak the service address, followed by the current balance owed and due date. During the kickoff phase of the implementation project, Selectron and Vancouver will need to determine the exact terminology and methodology around presenting 'current' and 'delinquent' amount due to the user. The caller will then be given the option of making a payment. If no payment is due, then the IVR will speak that there is currently no payment due.

Using the IVR, callers will also be presented with other options, as listed under Utility Pack, above.

Callers will also be able to transfer to an agent. If a caller requests a transfer, the IVR performs a transfer to a number specified by Vancouver.

2.2.2. Web Channel

The Web Channel for the Utility Pack provides users with a web system for accessing account information and making payments over the internet.

Citizens can log onto the web channel in order to view account information as well as make a payment. Citizens will validate their account using an account number and password. The Web Channel validates this data against the IPS database. Once the account is validated, the citizen will be able to view account information, including balance due and due date (if any). The total amount due includes an aggregate of current and delinquent amounts owed. The citizen will then be given the option of making a payment (if one is due).

Using the web channel, users will also be able to view other account information as listed under Utility Pack, above.

2.2.2.1. Responsive Design

The Web Channel for the Utility Pack includes a mobile-friendly responsive web site for accessing account information and making payments over the internet. Selectron targets a range of the most popular devices and form factors for responsive design – if Vancouver needs to support a specific device or form factor, additional development time and professional services may be required.

2.2.2.2. Hosted Web Certificate

Because this implementation includes a web application on a hosted environment, it is Vancouver's responsibility to provide Selectron with a certificate in order to deploy the web site under Vancouver's domain.

2.2.3. Add Ons

The following Add Ons are included with Vancouver's Utility Pack. These add ons provide additional functionality for the channel(s) purchased as part of this Relay solution.

2.2.3.1. Manage User Name & Password (Web Only)

Using the web channel, Relay Web for Utilities users can create a profile to associate with a utility account. The profile will include an email address and password as a two-factor login. The web system sends a confirmation email to the email login address and a user must respond to this email to activate the user profile. When a user attempts to claim a utility account, the user enters the desired account number and last four digits of social security number (if the utility billing system's interface does not support the return of SSN, the secondary piece of validation information will be agreed upon by the Vancouver and Selectron). A successful claim attempt results in the desired utility account becoming associated with the user profile. A user may associate multiple utility accounts with a single user profile.

When logged in using a user profile, a user may see a list of all utility accounts associated with the user profile. The user may select an individual utility account to view associated account information and perform self-service activities against that account. A utility account may be associated with more than one user profile.

2.2.3.2. Consumption and Usage History (Web Only)

Help account holders visually chart the utility consumption and usage figures from their monthly bills over a 12-month timespan.

2.2.3.3. Customer Profiles: Multiple Utility Accounts (Web Only)

Within their user profile, account holders will be able to manage multiple utility accounts for easy payments and usage monitoring, all with a single login.

2.2.3.4. Customer Profiles: eBilling Enrollment and Management (Web Only)

Perfect for “green” initiatives, offer your account holders who have created a Web profile the option of receiving their monthly bill digitally via email rather than a paper statement delivered via postal mail.

An account holder’s e-bill enrollment status will be displayed when a user is logged into the Relay web solution. This particular functionality will require Vancouver interface assistance.

2.2.3.5. Customer Profiles: Username Authentication/Password Retrieval (Web Only)

Assist account holders who have created a web profile in retrieving their username and resetting their password credentials, in case they are ever forgotten.

2.2.3.6. Advanced Payments: Stored Payment Method (IVR and Web)

After making a payment with credit card or eCheck, account holders will be asked whether they would like to store that payment method to their account for future use, eliminating the need to re-enter payment information during future payments.

2.2.3.7. Advanced Payments: Schedule Future Payment (IVR and Web)

Allow account holders to select a future date when they would like their payment applied.

2.2.3.8. **Advanced Payments: Recurring Payments (IVR and Web)**

After account holders make a payment and store a payment method (whether through the IVR or their Web profile), they will be presented with the option of signing up that account for recurring payments. During the signup process, users will select which stored payment method they would like the recurring payments applied to. Payments will be rendered on the bill due date.

2.2.3.9. **Advanced Payments: Shopping Cart (Web Only)**

Streamline the payment process by allowing users with a profile to group the account balances they would like to pay into a shopping cart for a single payment.

2.3. **Permit Pack (CED Permitting)**

Vancouver will be configured with the Relay Permit Pack. The Permit Pack offers Vancouver's customers with a central point of access for permit information and services. Callers will be able to enter a permit number and perform the following actions:

- Contractor Menu
 - Access inspection results
 - Permit based messaging
 - Insert Contractor Message as .wav file into IPS Attachment Catalogue (will require Vancouver interface assistance)
 - Schedule/reschedule inspections
 - Cancel inspections
 - Hear site address for the permit – IVR Only
 - Payment Processing – Credit Card and E-Check
- Inspector Menu
 - Post inspection results – IVR Only
 - Post correction codes – IVR Only
 - Leave Message for contractor – IVR Only

In addition to the above, the following add on features are included with this implementation of the Relay Permit Pack:

- 24 Month Inspection Results History
- Plan Review Status
- Utility Activation

All permit, inspection, and/or code information is made available through an API to the IPS application database. For any of the features detailed below to function as described, data must be available in this database to be presented to users.

2.3.1. IVR Channel

The IVR Channel for the Permit Pack provides callers with an Interactive Voice Response (IVR) system for accessing and posting permit information. The IVR offers functionality in the form of a Contractor Menu and an Inspector Menu.

Using the Contractor Menu, a contractor can enter a permit number to access permit information and functions. Upon entering a valid permit number, the user can schedule, reschedule, and/or cancel inspections. After an inspection has been scheduled/rescheduled/canceled, the caller will receive a confirmation number. Additionally, contractors can use the IVR to access inspection results, including any associated correction codes and descriptions. A payment module integrated with the Relay application would allow the user to pay permit fees and related inspector fees. The payment module payment types would vary depending on the application database and payment gateway. A payment module on a Permit Pack may incur additional integration costs. Finally, the contractor can access messages left for them by an inspector, or leave a message for an inspector.

Using the Inspector Menu, accessible via a hidden main menu option, an inspector can enter a permit number to post inspection results via the IVR. When posting results, the caller will need to enter a valid Inspector PIN number (or some other validation number to be determined during implementation). The PIN can be determined by Vancouver, but must be validated by the IPS database.

When posting results, inspectors can add correction codes as well as leave a message for the contractor. Messages for contractors will be inserted as a .wav file into the IPS Attachment Catalogue. This will require Vancouver interface assistance.

If desired, callers can be given the option to transfer to an agent. If a caller requests a transfer, the Relay IVR performs a transfer to a number specified by Vancouver.

2.3.2. Web Channel

The Web Channel for the Permit Pack provides users with a web system for accessing permit information, posting/obtaining inspection results, and scheduling over the internet.

Citizens can log onto the web channel in order to view permit information and scheduling tools. Citizens will need to enter a permit number to access the site. The Web Channel validates this data against the IPS database. Once validated, the user can

view permit status information and pay permitting fees and make scheduling updates, including scheduling, cancelling, and rescheduling inspections.

Additionally, inspectors can use the Web Channel to post inspection results, including adding correction codes. Users can also access inspection results via the Web Channel, including result status and correction codes.

Using the web channel, users will also be able to request other permit information as listed under Permit Pack, above.

2.3.2.1. Responsive Design

The Web Channel for the Permit Pack includes a mobile-friendly responsive web site for accessing permit information and making scheduling changes over the internet. Selectron targets a range of the most popular devices and form factors for responsive design – if Vancouver needs to support a specific device or form factor, additional development time and professional services may be required.

2.3.2.2. Hosted Web Certificate

Because this implementation includes a web application on a hosted environment, it is Vancouver's responsibility to provide Selectron with a certificate in order to deploy the web site under Vancouver's domain.

2.3.3. Add Ons

The following Add Ons are included with Vancouver's Permit Pack. These add ons provide additional functionality for the channel(s) purchased as part of this Relay solution.

2.3.3.1. 12 Month Inspection Results History – IVR and Web

After accessing inspection results, users can view up to 12 months of inspection results history. The history can be for a specific inspection or for all inspections associated with a permit. If requested via the IVR, this information will be emailed to the user, assuming a valid email is tied to the caller.

2.3.3.2. Plan Review Status – IVR and Web

Users can request their plan review status after entering a permit number and site address. The user will be able to hear the department stop, the review status for each stop, and the date completed for each stop. IVR users can request an email to receive additional notes associated with each stop.

2.3.3.3. **Utility Notification**

Upon approval of final inspections, Relay will automatically notify the proper utility companies to turn on services at the address on the permit.

The following functionality applies to the Utility Notification:

- Log item in IPS when Utility Notification is sent to utility of record (will require Vancouver interface assistance)

2.4. **Relay Cloud Services Outbound**

Relay Cloud Services (RCS) Outbound provides Vancouver with a multi-channel outbound communication platform capable of sending Voice, SMS, and email messages to citizens. Two kinds of notifications can be sent: Targeted Notifications, which include dynamic account data and are designed to be sent to specific recipients; and Static Notifications, which do not include customer-specific data and are designed as more 'general information' style messaging. Static Notifications can be designed and recorded by Vancouver staff using the Relay Portal.

Vancouver's RCS Outbound will include targeted notification messaging in the following language(s): English.

Dynamic Notifications require development and are designed during the implementation process. This project includes the following Dynamic Notifications:

- Bill Delinquency
- Impending Shutoff

2.4.1. **Bill Delinquency Notification**

The Delinquency Notification is used to warn citizens that their account is delinquent. It includes the following customer-specific data: account number, delinquent amount, and due date.

2.4.2. **Impending Shutoff Notification**

The Impending Shutoff Notification is used to warn citizens that their account will be shut off very soon. It presents the following customer-specific data: account number, delinquent amount, due date, and shutoff date.

2.4.3. **Expired Permits Notification**

The Expired Permits Notification contacts permit holders about their expiring and expired permits. It includes the following information: the permit number and the expiration, or expired, date. The date and time of notification delivery, relative to the expiration date, can be configured during the implementation process to fit the Customer's business rules.

When an Expired Permits Notification is sent to a permit holder, an item will be logged in IPS. This functionality will require Vancouver interface assistance.

2.4.4. Static Notifications

Vancouver will be able to send Customer-defined static notifications to citizens via phone, email, or SMS text. Vancouver is responsible for defining and configuring these notifications, which can be done via the Relay Portal. Training for configuring and recording static notifications will be provided at the end of the implementation process.

2.5. Builder

Relay Builder allows users to create and update call distribution flows within the web-based Relay Portal. Through step-by-step call flow construction, users guide callers to the information they need.

With Builder, Vancouver can add nodes and menus for:

- Spoken information
- Document requests
- Transfers to departments or representatives

2.6. Payment Processing

The following solutions in this SOW that will be configured to accept credit card and e-check payments are:

- Relay IVR for Permits
- Relay Web for Permits
- Relay IVR for Utilities
- Relay Web for Utilities

Relay utilizes a PA-DSS-Verified payment system that **does not** retain any cardholder data. Vancouver's Relay solution supports both one-time payments and the option to store payment information within a user profile.

2.6.1. Payment Amounts

Relay can be configured during the application design phase to allow account holders to perform the following:

- Only pay the amount due
- Pay the partial amount due
- Make an overpayment

2.6.2. Payment Posting

Depending on vendor API support, Relay can be configured during the application design phase to post payments in the following manner.

- Post payment amount as a credit to the account balance in real-time (vendor API support required)
- Post payment amount as a lock-box credit, requiring manual/automated back-end reconciliation to the account balance
- Post payment amount to a flat file, requiring manual/automated back-end reconciliation to the account balance

2.6.3. Payment Processing

Vancouver will continue with Bank of America's Merchant Services for payment processing. Relay interacts with Forte as the solution's payment gateway to provide payment functionality. As such, Relay integrates to Forte's AGI payment APIs, and Forte acts as the payment gateway. As such, no cardholder data is stored within Relay. Vancouver will be able to take payments from citizens via the following payment methods:

- Credit Card
- E-Check

2.6.4. Credit Card

The interactive solution accepts Visa®, MasterCard®, Discover®, and American Express®. Vancouver can elect to accept all or a subset of these card types. Any credit card types not accepted by Vancouver will not be accepted by the solution. When taking a payment, Relay verifies the credit card number and expiration date. For more security, Vancouver can choose to verify the card holder's zip code and/or security code. All credit card transactions are sent through the designated payment gateway.

2.6.5. E-Check

Users wishing to pay via E-Check will need to enter their bank routing number and bank account number. All E-Check transactions are sent through the designated payment gateway.

3. System Integration

Depending on the implemented features, Relay requires varying levels of integration with other Vancouver components. These are described in the following sections.

3.1. Application Database Interfaces

It is anticipated that Selectron will be integrating with Vancouver's IPS application database. All data-based interactivity on the solution is reliant upon data being available via the application vendor APIs.

During the implementation phase, if data elements are identified as necessary but are not available via the included APIs, the project will be impacted. This may affect the implementation timeframe and will result in additional professional services fees.

3.2. Payment Gateway Interfaces

Relay will integrate to Forte as the payment gateway for the solution described in this SOW. Selectron uses a PA-DSS validated system for integration to payment gateways. Integration to Forte, as the payment gateway, initiates the collection and reconciliation of the payments being gathered by the department. For payment processing, Vancouver will continue with Bank of America's Merchant Services.

The following payment processing fees and services are not covered by the purchase of the application:

- Transaction fees
- Merchant accounts
- Third-party payment processing services, fees, and software

4. Deployment Model

This implementation of Relay will be deployed in Selectron's single-tenant Relay Managed Services environment.

Relay Managed Services is a single-tenant hosted application, located in Selectron's local hosting facility. Selectron's hosting facility is a co-located data center featuring keyed entry and individual server locks for security. With a Managed Services solution, Selectron owns all hardware and is responsible for security, ongoing maintenance, and proactive support.

Vancouver's solution is licensed for:

- Two (2) inbound VoIP/SIP IVR test ports allowing for up to two concurrent calls
- Twenty four (24) inbound VoIP/SIP IVR ports allowing for up to twenty concurrent calls
- 320,000 annual inbound calls for Relay Utilities
- 100,000 outbound messages for RCS Outbound
- 25,000 annual inbound calls for Relay Permits
- Four (4) Web VM Licenses to support expected concurrent web users

4.1. Hosted IVR Access

For optimal user experience and telecom usage, it is recommended that callers access the hosted IVR by dialing directly into the hosted solution using a local Vancouver 10-digit number, which will be provided by Selectron. If Vancouver elects to have calls routed through your phone system first before connecting to the IVR, two customer telecom channels may be tied up during the duration of the entire call, and callers may experience a decrease in call quality.

5. Administrative Tasks

This section details administrative tasks that can be performed in order to manage Relay. All system administration for Relay is handled through the Relay Portal web application. An administrator from Vancouver will be provided with user credentials for the Relay Portal application during the implementation process. Additional users can be created by the administrator as needed. Permissions can be assigned on a per-user basis; permissions govern the functionality available to a given user.

The Relay Portal provides Vancouver administrators with a single platform for viewing system usage and health, running reports, and configuring various system settings. The Relay Portal is supported on all modern, “evergreen” browsers including: Chrome, Firefox, IE10+, Microsoft Edge, and Safari.

5.1. Run System Reports

Vancouver administrators will be able to run system reports via the Relay Portal. Reports that can be run by the administrator include:

- Payment Summary
- Payment Detail
- Payment By Day
- Call Statistics
- Call Activity
- Call Detail
- Web Statistics
- Web Activity
- Web Detail
- Email Activity
- Outbound Campaign Summary
- Outbound Campaign Detail
- Inspector Posting Activity Report
- Inspections Summary Report
- System Status

5.2. Schedule Outbound Campaigns

Using the Relay Portal, administrators can create, edit, schedule, and review outbound campaigns made using Relay Outbound. This includes selecting the type of notification, the date/time of delivery, and (for static notifications) the configuration of the message.

The administrator will also need to upload a contact list in .csv format for the notification. The exact formatting of the .csv file will vary depending on the notification being scheduled. Selectron will provide Vancouver with example .csv files for the configured notifications included in this project, as well as assistance in generating the outbound call list.

6. Responsibilities

6.1. Selectron Technologies, Inc.

This section outlines Selectron Technologies' responsibilities regarding service initiation and operation.

6.1.1. Provide Project Management

Selectron Technologies assigns a Project Manager to the service implementation. The Project Manager is the Customer's primary contact at Selectron Technologies and coordinates all necessary communication and resources.

6.1.2. Provide Documentation

The Project Manager provides the Customer with the following documents to help facilitate the service implementation process:

- Implementation Questionnaire- gathers critical information needed to setup and initiate the service. This includes information on the toll-free numbers, call volume, APIs, account validation information, and the types of payments being gathered.
- Remote Access Questionnaire- details information needed by Selectron Technologies to remotely access the Customer's network and application database, prior to system initiation, to allow for complete system testing.
- Implementation Timetable- details project schedule and all project milestones.
- Quality Assurance Test Plan- assists the Customer in determining that the interactive solution is functioning as specified in the Contract.
- Service Acceptance Sign-off Form- indicates that the Customer has verified service functionality.

6.1.3. Develop Channel Design

The Project Manager works with the Customer to develop and complete the following portions of channel design:

- IVR call flow design
- Web customization elements
- Outbound messaging configuration

Software development cannot begin until these design elements are completed and approved by the Customer.

6.1.4. Perform Quality Assurance Testing

Selectron Technologies thoroughly tests all applications and integration points prior to initiation, ensuring system functionality. This includes data read from and written to the application database and the general ability for a customer to successfully access live data and complete a transaction.

6.1.5. Provide Installation and Administrative Training

Selectron will provide remote training for the Relay solution. All installation is handled by Selectron technical staff at our remote hosting facility.

6.1.6. Provide Marketing Materials

Selectron Technologies provides marketing collateral that the Customer can use to promote the interactive solution to citizens. Marketing collateral includes a poster, tri-fold brochure, and business card; standard templates for each item are used. Collateral is provided to the Customer in PDF format (original Adobe InDesign files are provided upon request).

Marketing collateral will be provided for each department included in this project. Selectron Technologies' Project Manager will assist in gathering the correct information to be displayed on the marketing collateral. Information displayed includes the following:

- IVR phone number(s)
- Web addresses
- Department logo (preferably in EPS format)
- Department address
- A description of functionality
- Additional contact/informational phone numbers
- Samples: where to find account/ permit/ case numbers, etc.

Any changes to the collateral that do not include the items listed above (e.g., design changes to the template) are billed on a time and materials basis. Any changes to the marketing materials after final delivery are also billed on a time and materials basis.

6.1.7. Interface Upgrades

After service initiation, Vancouver's IPS database application may release new updates to their application or its interface. Upgrading the Relay interface to be compatible with any Vancouver application database (or other application database software) may require professional services outside the scope of this service.

6.2. Vancouver, WA

This section outlines the Customer's service implementation and maintenance requirements and responsibilities.

6.2.1. Return Questionnaires and Information

Selectron Technologies' Project Manager provides Vancouver with an implementation questionnaire. The implementation questionnaire must be returned prior to developing the call flow design and the implementation timetable.

6.2.2. Provide Customer Specific Information

The following information should be supplied to Selectron Technologies, in conjunction with the Implementation Questionnaire, to help create a precisely integrated product. For further clarification on the format and detail of the following data, refer to the Implementation Questionnaire or contact your Selectron Technologies' Project Manager.

- Street names
- Observed holidays
- Extensions used for transfer functions
- Utility account numbering scheme
- Validations used for receiving payment on a utility bill
- Permit status codes and types
- Inspection types and descriptions
- Validations used for scheduling an inspection
- Correction codes and descriptions
- Permit numbering scheme

6.2.3. Approve Channel Configuration

The Customer is responsible for approving the application design developed by Selectron Technologies' Project Manager. This includes reviewing:

- Call flow for the IVR solution
- Web customization elements
- Outbound messaging format

Once the channel design(s) have been approved, software development begins.

6.2.4. Provide Remote Network Access to Application Database(s)

In order to fully test the interactive solution, Selectron Technologies requires access to Vancouver's application database(s) prior to installation. The Customer will help facilitate communication between Selectron and the database vendor.

6.2.5. Provide System Access

Selectron Technologies requires access to the Customer's network and database/system. Changing or deleting access accounts could lead to disruption in service for the interactive solution and/or Selectron Technologies' ability to provide timely support. Please notify Selectron Technologies immediately if the accounts for the Application Database, payment gateway or network are modified. Vancouver is responsible for providing Selectron with appropriate application database and payment gateway network access as defined in the System Integration section.

6.2.6. Confirm Service Functionality

Vancouver, WA has 30 calendar days after service initiation to verify the functionality of the interactive solutions. Within the 30-day system acceptance period the Customer should test system functionality using the provided Quality Assurance Test Plan. Additionally, the System Acceptance Sign-off form must be sent to Selectron Technologies' Project Manager within this period.

6.2.7. Contact Customer Support

Anytime the Customer requests a significant change to their Selectron interactive solution, an authorized contact from the agency must provide acknowledgement to Selectron's Customer Support Department. A significant change is a modification that will A) change system behavior, B) allow users to change the system, or C) allow access to protected data.

EXHIBIT D
SELECTRON TECHNOLOGIES, INC.
END USER LICENSE AGREEMENT

This End User License Agreement (this “**EULA**”) is part of a Master Services and Hosting Agreement (the “**Master Agreement**”) between Selectron Technologies, Inc., an Oregon corporation (“**Selectron**”, “**we**”, “**our**”, or “**us**”) and the person or entity identified in the Master Agreement as the Licensee purchasing Services from us (“**Licensee**”). This EULA governs use by Licensee and all natural persons to whom Licensee provides access to the Licensed Software (each, an “**Authorized User**”). In this EULA, unless the context clearly indicates otherwise, all references to “**you**,” or “**your**” means both the Licensee and the Authorized User. All capitalized terms used but not defined in this EULA have the meanings given to them in the Master Agreement.

SELECTRON PROVIDES THE LICENSED SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS EULA AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, SELECTRON WILL NOT AND DOES NOT LICENSE THE LICENSED SOFTWARE TO YOU, AND YOU MUST NOT USE OR ACCESS THE SOFTWARE.

1. License Grant. Subject to your strict compliance with this EULA, Selectron hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited license to use the Licensed Software solely in accordance with the Documentation, the Master Agreement, and this EULA, for Licensee's internal business purposes. The foregoing license will terminate immediately on the earlier to occur of:

- (a) the expiration or earlier termination of the Master Agreement between Selectron and Licensee; or
- (b) your ceasing to be authorized by Licensee to use the Licensed Software for any or no reason.

2. Scope of License. Subject to and conditioned upon Licensee's timely payment of the fees set forth in the Master Agreement and your strict compliance with all terms and conditions set forth in this EULA and the Master Agreement, you have a limited right and license to:

- (a) Use and access the Licensed Software in accordance with this EULA and the Documentation, solely for Licensee's internal business purposes.
- (b) Download, display, and use the Documentation, solely in support of Licensee's use and access of the Licensed Software in accordance herewith.
- (c) Download, display, copy, use, and create derivative works of reports and structured data generated using the Licensed Software, solely for Licensee's internal business purposes.

3. Copies. All copies of the Licensed Software and Documentation made by you:

- (a) Will be the exclusive property of Selectron;
- (b) Will be subject to the terms and conditions of the Master Agreement and this EULA; and

(c) Must include all trademark, copyright, patent and other intellectual property rights notices contained in the original.

4. Use Restrictions. You shall not, directly or indirectly:

(a) Use the Licensed Software beyond the scope of the license granted in the Master Agreement and Section 2 of this EULA;

(b) Copy all or any portion of the Licensed Software, except as expressly permitted in Section 2 of this EULA;

(c) Decompile, disassemble, decode, or otherwise reverse engineer the Licensed Software, or any portion thereof, or determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Licensed Software or any portion thereof;

(d) Modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or any part thereof;

(e) Provide any other person, including any subcontractor, independent contractor, affiliate, service provider, or other employee of Licensee, with access to or use of the Licensed Software, except as expressly permitted by the Master Agreement or this EULA;

(f) Distribute, disclose, market, rent, lease, lend, sell, timeshare, sublicense, assign, distribute, pledge, publish, transfer or otherwise make available the Licensed Software or any features or functionality of the Licensed Software, to any third party for any reason, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service, except as expressly permitted by the Master Agreement or this EULA;

(g) Use the Licensed Software for the commercial or other benefit of a third party;

(h) Permit the Licensed Software to be used for or in connection with any facility management, service bureau, or time-sharing purposes, services, or arrangements, or otherwise used for processing data or other information on behalf of any third party;

(i) Remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices, legends, symbols, or labels appearing on or in the Licensed Software, including any copy thereof;

(j) Perform, or release the results of, benchmark tests or other comparisons of the Licensed Software with other software or materials;

(k) Incorporate the Licensed Software or any portion thereof into any other materials, products, or services, except as expressly permitted by the Master Agreement or this EULA;

(l) Use the Licensed Software for any purpose other than in accordance with the terms and conditions of this EULA and the Master Agreement.

(m) Use the Licensed Software in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems, including (i) power generation systems; (ii) aircraft navigation or communication systems, air traffic control systems or any other transport management systems; (iii) safety-critical applications, including medical or life-support systems, vehicle operation applications or

any police, fire or other safety response systems; (iv) military or aerospace applications, weapons systems or environments;

(n) Use the Licensee Data or the Licensed Software in any way that is fraudulent, misleading, or in violation of any applicable laws or regulations (including federal, state, local, and international laws and regulations), including but not limited to export or import control laws, information privacy laws, and laws governing the transmission of commercial electronic messages; or

(o) Use the Licensed Software for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to Selectron's commercial disadvantage.

5. Collection and Use of Information. Selectron may, directly or indirectly through the services of others, including by automated means and by means of providing maintenance and support services, collect and store information regarding your use of the Licensed Software, its performance, the equipment through which the Licensed Software accessed and used, such as dates and times of use by each Authorized User, activities conducted using the Licensed Software, the type of web browser used to access the Licensed Software, the operating system/platform you are using, your IP address, and your CPU speed. You agree that the Selectron may use such information for any purpose related to the Licensed Software, including but not limited to improving the performance of the Licensed Software, developing Updates, and verifying compliance with the terms of this Agreement and enforcing Selectron's rights, including all intellectual property rights in and to the Licensed Software.

6. Intellectual Property Rights. You acknowledge that the Licensed Software is provided under license, and not sold, to you. You do not acquire any ownership interest in the Licensed Software under this EULA or the Master Agreement, or any other rights to the Licensed Software other than to use the Licensed Software in accordance with the license granted under this EULA and the Master Agreement, subject to all terms, conditions and restrictions contained therein and herein. Selectron reserves and shall retain its entire right, title and interest in and to the Licensed Software and all intellectual property rights arising out of or relating to the Licensed Software, subject to the licenses expressly granted in the Master Agreement and this EULA. You shall use commercially reasonable efforts to safeguard all Licensed Software (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access.

7. Login Credentials. You, the Authorized User, shall not share or disclose your log-in credentials with or to any other individual or entity, even if such other individual is also an Authorized User. If you discover or suspect that log-in credentials of any Authorized User have been accessed or used by anyone other than the individual to whom such log-in credentials were originally granted, you will promptly notify Selectron, and Selectron shall promptly reset or provide Licensee with a means of resetting the password associated with such log-in credentials.

8. Export Regulation. The Licensed Software may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Licensed Software to, or make the Licensed Software accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Licensed Software available outside the US.

9. Governing Law. This EULA shall be governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Washington .



Statement of Work

Vancouver, WA

Relay

Relay Permits Dynamic Portal Replacement Project

1. Overview	2
1.1. Revision History.....	2
2. Functionality.....	3
2.1. The Relay Platform	3
2.2. Permits Pack	3
2.3. Payment Processing	6
3 System Integration.....	7
3.2 Application Database Interfaces	7
3.3 Payment Gateway Interfaces	7
4 Deployment Model	8
5 Administrative Tasks.....	8
5.2 Activity Widgets	8
5.3 Run System Reports	8
6 Responsibilities.....	10
6.2 Selectron Technologies, Inc.....	10
6.3 Vancouver, WA.....	12

1. Overview

This Statement of Work (SOW) outlines the services provided by Selectron Technologies, Inc. (Selectron) to Vancouver, WA (Vancouver or Customer). Selectron will replace the Customer's current dynamic portal with a new and responsive web solution that will replace and improve the functionality in place today. The features, functionality, and services are provided through Selectron Technologies' Relay communication platform (Relay).

1.1. Revision History

Version #	Details	Date
1.0	Initial Release	2/2/2023

2. Functionality

This section details the functionality of each application included in Relay. All functions and features are dependent upon the accessibility of Vancouver's application database to provide the given data to Relay and are based on the document provided by the City and attached as Attachment 1 to this SOW.

2.1. The Relay Platform

The Customer's solution is powered by Selectron's Relay platform. Relay is a multi-channel, multi-department platform designed to connect Customers and government agencies, and utilities.

The following sections detail the functionality that will be implemented for the Customer. Additional channels, applications, and integrations that are not specified in this SOW are not included but may be able to be added to the system under a supplemental statement of work.

2.1.1. Application Packs and Channels

The Customer's solution includes the following application pack and channels:

- Application packs:
 - Permits Pack
- Channels:
 - Web

2.2. Permits Pack

The Customer's solution will be configured with the Relay Permits Pack. The Permits Pack offers community development agencies the ability to provide their citizens and contractors with a central point of access for permit and inspection information and services. Through available Relay channels, citizens and contractors using a permit number can communicate with the department 24/7 and 365 days. Callers will be able to enter a permit number and perform a variety of actions.

All permit, inspection, and/or code information is made available through an API to the Customer's application database. For any of the features detailed below to function as described, data must be available in this database to be presented to users.

2.2.1. Web Channel

The Web Channel for the Permits Pack provides users with a web system for accessing and managing permit and inspection information. over the internet.

- Access inspection results

- Permit-based messaging
- Schedule/reschedule inspections
- Cancel inspections
- View site address for the permit
- View current permit fees owed

In addition to the above, the following features are included with this implementation of the Relay Permits Pack:

- 12-Month Inspection Results History
- Payment Extensions
- Payment Processing

Citizens can log onto the web channel to view permit information and scheduling tools. Citizens must enter a permit number and PIN to access the site. Then, the web channel validates this data against the application database. Once validated, the user can view permit status information and make scheduling updates, including scheduling, canceling, and rescheduling inspections.

Additionally, inspectors can use the Web Channel to post inspection results, including adding correction codes. Users can also access inspection results via the web channel, including result status and correction codes.

2.2.2.1 Utility Web Integration

Selectron will configure the City's Web Utility solution to include the ability for a customer creating a profile within the Utility Website to extend it by adding a Permitting profile that would allow the addition of contractor numbers and permits associated with their profile. Likewise, from the Permitting Website, a customer building a permitting profile will also be able to extend it by adding a Utility profile that would allow the citizen to add utility accounts for that profile. Functionality will be shared across profiles where possible.

2.2.2.2 Responsive Design

The Web Channel for the Permits Pack includes a mobile-friendly responsive website for accessing permit information and making scheduling changes over the internet. Selectron targets a range of the most popular devices and form factors for responsive design – if the solution needs to support a specific device or form factor, additional development time and professional services may be required.

2.2.2.3 Hosted Web Certificate

Because this implementation includes a web application on a hosted environment, it is the Customer's responsibility to provide Selectron with a certificate to deploy the website under the Customer's domain.

2.2.2 Add Ons

The following Add Ons are included with the Customer's Permits Pack. These add-ons provide additional functionality for the channel(s) purchased as part of this Relay solution.

2.2.2.1 User Profile

Either the homeowner or the contractor can create a user profile that allows them to manage all permits. Within this profile contractors can add multiple licenses. The profile will show all permits in the main view, with a functionality that allows the user to filter by license.

2.2.2.2 Upload Attachments

This feature allows uploading and attaching documents to a permit. Customer can view the list of descriptions of the documents. The attachments will be based on the type of permit being applied for. The city is responsible for any quality checks (correct document) and any protection against malicious software.

2.2.2.3 Look Up Permits

This search function allows the user to look up permit numbers and view reviews, scheduled inspections, along with inspection results, history, and corrections.

2.2.2.4 Apply for or Cancel a Permit

The web portal will allow the user to apply for the following permits:

- Mechanical
- Electrical
- Plumbing
- Permits of Record

The application for a given permit is in a dynamic form that responds to responses from the Customer. Specific responses will result in the customer being referred to support staff (permits not eligible for online issuance). The

flow of these responses is defined by the document provided by the city and attached to this SOW as Attachment 1.

The functionality will also allow for canceling a permit application after it has been sent.

2.2.2.5 Save and Review Permit Application

Prior to submission, the user has the option to save or review the application. This feature saves the application to their profile, and they can return to it at a different time to finish or submit.

2.2.2.6 Shopping Cart

This functionality is available for users with a profile. Users can pay fees through this feature using a credit card or echeck.

2.2.2.7 Print Permit and/or Inspection Card

Once an application is processed and approved, the user can log into their profile to print the permit or inspection card.

2.3 Payment Processing

The Relay solution can be configured to accept credit card and e-check payments, allowing citizens to make payments. The payment processing engine is a PA-DSS-Verified payment system that **does not** retain any payment information. Guest users will need to enter their payment information for each transaction. Users with profiles can store payment methods to their profile. These methods use a “token” to avoid retaining any payment information.

The Relay payment application interacts with the Customer’s selected payment gateway to provide payment functionality. To make a payment, users will need to authenticate and provide valid payment information. Relay validates the user’s payment information before passing it to the payment gateway. For permitting, when a payment is reported to Relay as successful, the payment information will be recorded in a flat file and made available to the Customer’s administrators for reconciliation.

The solution will be able to take payments from citizens via the following payment methods:

- Credit Card
- E-Check

Note: If the application database can provide a flag for cash-only payers, customers with this designation will be given the message that they can't pay with credit or e-check should they attempt it.

2.3.2 Credit Card

The interactive solution accepts Visa®, MasterCard®, Discover®, and American Express®. Vancouver can elect to accept all or a subset of these card types. Any credit card types not accepted by the Customer will not be accepted by the solution. When taking a payment, Relay verifies the credit card number and expiration date. For more security, the Customer can choose to verify the cardholder's zip code and/or security code. All credit card transactions are sent through the designated payment gateway.

2.3.3 E-Check

Users wishing to pay via E-Check will need to enter their bank routing number and bank account number. All E-Check transactions are sent through the designated payment gateway.

3 System Integration

Depending on the implemented features, Relay requires varying levels of integration with other database components. These are described in the following sections.

3.2 Application Database Interfaces

It is anticipated that Selectron will be integrating with the Customer's backend application database. All data-based interactivity on the solution is reliant upon data being available via the application vendor APIs.

During the implementation phase, if necessary data are not available via the included APIs, the project will be impacted. This may affect the implementation timeframe and result in additional professional service fees.

3.3 Payment Gateway Interfaces

For payment processing, Relay will be integrating to the Customer's selected payment gateway. The payment processing service is PA-DSS validated. Integration to the payment gateway initiates the collection and reconciliation of the payments being gathered by the department.

The purchase of the application does not cover the following processing fees and services:

- Transaction fees

- Merchant accounts
- Third-party payment processing services, fees, and software

4 Deployment Model

This implementation of Relay will be deployed in Selectron's Relay Managed Services environment.

Relay Managed Services is a hosted application environment located in Selectron's local hosting facility. Selectron's hosting facility is a co-located data center featuring keyed entry and individual server locks for security. With a Managed Services solution, Selectron owns all hardware and is responsible for security, ongoing maintenance, and proactive support.

5 Administrative Tasks

This section details administrative tasks that can be performed to manage Relay. All system administration for Relay is handled through the Relay Portal web application. The Customer's administrator will be provided with user credentials for the Relay Portal application during the implementation process. Additional users can be created by the administrator as needed. Permissions can be assigned per-user; permissions govern the functionality available to a given user.

The Relay Portal provides administrators with a single platform for viewing system usage and health, running reports, and configuring various system settings. The Relay Portal is supported on Chrome, Firefox, Microsoft Edge, and Safari.

5.2 Activity Widgets

The Customer's solution is equipped with the following dashboard widgets, allowing for the easy tracking of daily activity and statistics.

Activity

- Web Activity - Tracks and reports web activity with line graph
Web Statistics – Tracks and analyzes web session data with displayed numbers
- Inspection Widget – Tracks and reports inspection activity with displayed numbers

Payments

- Payments Widget – Tracks and reports payment activity with displayed numbers

Support System

- System Status Widget – Tracks status of the system through Ping and Database displays
- Today Widget – Displays date, holiday, office hours, and greeting information

5.3 Run System Reports

Administrators will be able to run system reports via the Relay Portal.

5.3.2 Reports Center

- Running / Saving Reports - Depending on your permissions, the Reports Center has a large number of systems, activity, and usage reports that you can run. Saving a Report - To save a report (including how you have set the filters), click the desired file type you want to download, either PDF or Excel. The Portal will automatically generate the file and allow you to download it.

The solution will also be equipped to provide the following reporting functions:

- System Status Report - See a log of system events, including reboots and changes in the system's overall status or health.

5.3.2.1 Relay Permits Reports

- Inspector Posting Activity Report - This report provides a summary of inspector posting activity, per day of the week, within the specified date range. The report lists inspector names and the number of inspections resulted each day.
- Inspections Summary Report - This report provides a summary of inspection scheduling activity per day within the specified month and year. The report lists the number of inspections scheduled and canceled on the IVR each day.

5.3.2.2 Payment Reports

- Payment Detail Report - This report shows the details of all payments attempted and approved through available channels (such as IVR and web) for a selected time range and/or account number.
- Payment Summary Report - This report shows the summary of payments attempted and approved through available channels (such as IVR and web) for a selected time range.
- Payment by Day Report - This report shows the cumulative transactions by type (Credit Card or Check) for each day of the month for a selected time range.
- Payment Response Time Summary Report - This report displays the average response time to the payment gateway for all payment attempts, by channel.

5.3.2.3 Relay Web Reports

- Web Activity Report - This report provides a graph of different activity types performed by visitors to the website over a relative span of time (hour over hour, day over day, month over month, and more).
- Web Activity Detail Report - Use this report to find a specific web session or group of web sessions. Search by date/time, or other identifying information to find web sessions of interest.

- **Web Statistics Report** - This report provides aggregate statistics about website usage. This includes total number of web sessions initiated by visitors and how many activities were completed on the website during a specific range of time.

6 Responsibilities

6.2 Selectron Technologies, Inc.

This section outlines Selectron Technologies' responsibilities regarding service initiation and operation.

6.2.2 Provide Project Management

Selectron Technologies assigns a Project Manager to the service implementation. The Project Manager is the Customer's primary contact at Selectron Technologies and coordinates all necessary communication and resources.

6.2.3 Provide Documentation

The Project Manager provides the Customer with the documents to help facilitate the service implementation process. Some or all of these may be provided depending on the scope of the project.

- Implementation Questionnaire- gathers critical information needed to set up and initiate the service. This includes information on the toll-free numbers, call volume, APIs, and the types of payments being gathered.
- Remote Access Questionnaire- details information that Selectron Technologies needs to remotely access the Customer's network and application database prior to system initiation, allowing for complete system testing.
- Implementation Timetable- details project schedule and all project milestones.
- Quality Assurance Test Plan- assists the Customer in determining that the interactive solution is functioning as specified in the Contract.
- Service Acceptance Sign-off Form- indicates that the Customer has verified service functionality.

6.2.4 Develop Channel Design

The Project Manager works with the Customer to develop and complete the following portions of channel design:

- Web customization elements

Software development can begin once these design elements are completed and approved by the Customer.

6.2.5 Perform Quality Assurance Testing

Selectron Technologies thoroughly tests all applications and integration points prior to initiation, ensuring system functionality. This includes data read from and written to the application database and the general ability for a customer to successfully access live data and complete a transaction.

6.2.6 Provide Installation and Administrative Training

Selectron will provide remote training for the Relay solution. All installation is handled by Selectron technical staff at our remote hosting facility.

6.2.7 Provide Marketing Materials

Selectron Technologies provides marketing collateral that the Customer can use to promote the interactive solution to citizens. Marketing collateral includes a poster, tri-fold brochure, and business card; standard templates for each item are used. Collateral is provided to the Customer in PDF format (original Adobe InDesign files are provided upon request).

Marketing collateral will be provided for each department included in this project. Selectron Technologies' Project Manager will assist in gathering the correct information to be displayed on the marketing collateral. Information displayed includes the following:

- Web addresses
- Department logo (preferably in EPS format)
- Department address
- A description of functionality
- Additional contact/informational phone numbers
- Samples: where to find account/ permit/ case numbers, etc.

Any changes to the collateral that do not include the items listed above (e.g., design changes to the template) are billed on a time and materials basis. Any changes to the marketing materials after final delivery are also billed on a time and materials basis.

6.2.8 Interface Upgrades

After service initiation, the Customer's database application may release new updates to their application or its interface. Upgrading the Relay interface to be compatible with any of the Customer's application databases (or other application database software) may require professional services outside the scope of this service.

6.3 Vancouver, WA

This section outlines the Customer's service implementation and maintenance requirements and responsibilities.

6.3.2 Return Questionnaires and Information

Selectron Technologies' Project Manager provides the Customer with an implementation questionnaire. The implementation questionnaire must be returned prior to developing the call flow design and the implementation timetable.

6.3.3 Provide Customer Specific Information

The following information should be supplied to Selectron Technologies, in conjunction with the Implementation Questionnaire, to help create a precisely integrated product. For further clarification on the format and detail of the following data, refer to the Implementation Questionnaire or contact your Selectron Technologies' Project Manager.

- Street names
- Observed holidays
- Extensions used for transfer functions
- Permit status codes and types
- Inspection types and descriptions
- Validations used for scheduling an inspection
- Correction codes and descriptions
- Permit numbering scheme

6.3.4 Approve Channel Configuration

The Customer is responsible for approving the application design developed by Selectron Technologies' Project Manager. This includes reviewing:

- Web wireframe and mock-up designs

Once the channel design(s) have been approved, software development begins.

6.3.5 Provide Remote Network Access to Application Database(s)

To fully test the interactive solution, Selectron Technologies requires access to the Customer's application database(s) prior to installation. The Customer will help facilitate communication between Selectron and the database vendor.

6.3.6 Provide System Access

Selectron Technologies requires access to the Customer's network and database/system. Changing or deleting access accounts could disrupt service for the interactive solution and/or Selectron Technologies' ability to provide timely support. Please notify

Selectron Technologies immediately if the accounts for the Application Database, the payment gateway, or the network are modified. The Customer is responsible for providing Selectron with appropriate application database and payment gateway network access as defined in the System Integration section.

6.3.7 Confirm Service Functionality

The Customer has 30 calendar days after service initiation to verify the functionality of the interactive solutions. Within the 30-day system acceptance period, the Customer should test system functionality using the provided Quality Assurance Test Plan. Additionally, the System Acceptance Sign-off form must be sent to Selectron Technologies' Project Manager within this period.

6.3.8 Contact Customer Support

Anytime the Customer requests a significant change to their Selectron interactive solution, an authorized contact from the agency must provide acknowledgment to Selectron's Customer Support Department. A significant change is a modification that will A) change system behavior, B) allow users to change the system, or C) allow access to protected data.

PREPARED FOR: **The City of Vancouver, WA**

Relay Permits Dynamic Portal Replacement Project

Relay Permits Dynamic Portal Replacement Project	\$137,500
---	------------------

The City of Vancouver would like to replace the current dynamic portal with a new, updated, and modern web solution. Selectron is proposing a fully functional website, built using a responsive design, that will replace the current functionality of the dynamic portal.

Selectron will provide a complete Statement of Work that will define all functionality of the system, however below is a high-level overview of the functionality of the new web solution that will allow Licensed contractors and homeowners to do the following:

- Login to create a profile to manage all permits
 - Two profile types: one for contractor, one for homeowner
 - Contractors can add multiple licenses
 - Show all permits in the main view, then filter by license
- Ability to upload documents as attachments to a permit
 - List of descriptive documents will be shown to customer
 - File attachment documents will be based on type of permit being applied for
- Look up building permit
 - Lookup reviews
 - Lookup scheduled inspections
 - Lookup Inspections results, history, and corrections
- Apply for a permit
 - Mechanical permits
 - Electrical permits
 - Plumbing permits
 - Permit of record
- Cancel permit
- Schedule or cancel inspections
- Pay all fees through shopping cart using Credit card or echeck
 - Guest login to pay a fee
- Save and review application prior to submission
- Print the permit and inspection card

Multi-system Customer Discount (10%)	-\$13,750
Existing Customer Discount (10%)	-\$13,750

Total Investment	\$110,000
-------------------------	------------------

Increase to Annual Service Fee	\$20,625
--------------------------------	----------

SELECTRON PRODUCT AND SERVICE PRICING & PAYMENT INFORMATION

Pricing does not include additional application integration charges that may be required as part of this solution. This includes Application Vendor API (CSDC), user, or implementation fees, additional licensing fees, or other surcharges directly or indirectly charged by or remitted to the Application Vendor.

PAYMENT TERMS & SCHEDULE

45% Invoiced Upon Receipt of Purchase Order

55% Invoiced Upon Delivery for User Acceptance Testing

Selectron Technologies expects payment to occur within 30 days of receipt of invoice unless otherwise agreed to in the contract or purchase order terms and conditions.

TAXES

Sales Tax or any other applicable taxes are NOT included in any of this proposal's pricing information. If taxes become applicable, these taxes will then need to be added to the proposed pricing.

VENDOR INFORMATION

Selectron Technologies, Inc.
12323 SW 66th Ave,
Portland, OR 97223
Ph: 503.443.1400 Fax: 503.443.2052

07/12/21
07/19/21

ORDINANCE M - 4339

AN ORDINANCE authorizing the City Manager or designee to execute an Agreement with Selectron Technologies, Inc., an Oregon corporation (hereinafter “Contractor”), for the provision of software and materials, identified more particularly in the Agreement (collectively “Licensed Software”) for the benefit of providing the City of Vancouver, Washington (“City”) with upgraded utility billing and building permit payment portals; requiring Terms that such Agreement be for an initial term of five (5) years with successive one (1) year terms thereafter until terminated by either of the parties; providing for severability; and setting an effective date.

WHEREAS, the City implemented an earlier edition of Contractor’s software in 2007 and has found that such software has satisfactorily served the needs of the City and its customers; and

WHEREAS, the City’s current Selectron system is now outdated and no longer efficient for City customers or staff. Although the system works, it lacks many of the modern features found in today’s e-commerce sites; and

WHEREAS, upgrading to Selectron’s Licensed Software will provide the City and its customers access to a cloud-hosted portal offering several improvements including: increased credit card payment security; customer managed profile for managing payment information; bill and payment history; and customers being able to manage multiple utility accounts under a single profile for easier payments across multiple properties; and

ORDINANCE - 1

Does not require codification

WHEREAS, City staff and the Contractor have negotiated a tentative Agreement containing mutually agreeable terms including payments in a not to exceed amount of one million dollars (\$1,000,000.00) for access to Licensed Software over an initial term of five (5) years, and thereafter, fee increases that are limited to the change in the Consumer Price Index for the Seattle-Tacoma-Bremerton area; and

WHEREAS, upon execution of an Ordinance, the City Council has the authority to approve contracts involving the payment of money with a duration of more than five (5) years pursuant to City Charter Section 11.05; and

WHEREAS, the City wishes to obtain Contractor's Services pursuant to appropriate terms so as to obtain the benefits of the Selectron Licensed Software.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Approval. The City Manager or designee is hereby authorized to execute an Agreement with Contractor for provision of Licensed Software to provide the City with the benefits of upgraded utility billing and building permit payment portals.

Section 2. Terms. The initial term of such Agreement shall be for five (5) years, with successive one (1) year terms thereafter until terminated by either of the parties pursuant to the terms of the Agreement.

Section 3. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the

ORDINANCE - 2

Does not require codification

provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 4. Effective Date. This ordinance shall go into effect five (5) days after its passage.

Read First Time: July 12, 2021

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

Nays: None

Absent: None

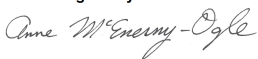
Read Second Time: July 19, 2021

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

Nays: None

Absent: None

SIGNED this 19th day of July, 2021.

DocuSigned by:

58CB15C8632F403...
Anne McEnerny-Ogle, Mayor

Attest:

DocuSigned by:

BCF6734E40E94AE...
Natasha Ramras, City Clerk

ORDINANCE - 3

Does not require codification

Approved as to form:

DocuSigned by:

9A7DC2E31F694A2...
Jonathan Young, City Attorney

ORDINANCE - 4

Does not require codification

SUMMARY

ORDINANCE M- 4339

AN ORDINANCE authorizing the City Manager or designee to execute an Agreement with Selectron Technologies, Inc., an Oregon corporation, for the provision of software and materials (“Licensed Software”) for the benefit of providing the City of Vancouver, Washington (“City”) with upgraded utility billing and building permit payment portals; requiring Terms that such Agreement be for an initial term of five (5) years with successive one (1) year terms thereafter until terminated by either of the parties; providing for severability; and setting an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at (360) 487-8799, or via www.cityofvancouver.us (Go to City Government and Public Records).

ORDINANCE - 5

Does not require codification



Strategic Plan Update

City Council Communications

April 10, 2023



Aaron Lande

Policy & Program Manager, City of Vancouver/CMO

Strategic Plan Overview

Development and Progress

Task	In Process	Completed
Establish Strategic Plan Advisory Committee		✓
Identify Core Values and Focus Areas		✓
Develop draft Metrics and Considerations		✓
Small Group Focus Area meetings		✓
Revise Focus Areas, Metrics & Considerations	✓	
Draft Strategic Plan at Council workshop	✓	
Adopt Strategic Plan		

Proposed Core Values



Livability

- Meeting the expectations of Vancouver residents for the supply and access to basic necessities, quality of life, requirements and experiences.



Equity and Inclusion

- Where everyone feels a sense of belonging and can feel safe to express their beliefs and values.



Innovation

- Invites and encourages creative thinking and being a forward looking city.

Proposed Core Values



Sustainability and Resilience

- Value long term solutions, including crisis management for economic, environmental, and social issues.



Trust and Relationships

- Reflected by transparent decision-making processes, open communication between the government and the community and between community groups, and a broadly shared belief that decisions are intended to enhance livability, equity, and the resilience of the entire community.

Strategic Plan Overview

Definition of Terms

Focus Area	Council-identified topic of priority – title of category
Strategic Outcome	Defines the state we are trying to achieve
Long-term Community Indicator	At-a-glance view of the major aspects of community condition, tracks trends over time but may not be directly connected to specific city services
Performance Measure	A department or program level measurement aligned with a Focus Area. Has a specific target and goal within the life of the strategic plan (6 yrs.) Select a mosaic of measures to have a complete picture of complex issues and services
External Factors & Emerging Issues	As identified by staff and SPAC members

Transportation and Mobility



Strategic Outcome – What are we trying to achieve?

Vancouver has a safe, future-ready and convenient transportation system that offers affordable and climate-friendly options for people to get where they need to be. All community members can walk, roll, bike, drive, and take transit to reach their destination. Vancouver considers the needs of different communities when designing transportation infrastructure and prioritizes equity. Vancouver's transportation network supports the local and regional economy and facilitates the movement of goods in addition to people.



Economic Opportunity



Strategic Outcome – What are we trying to achieve?

Vancouver is a place where a variety of businesses of all sizes, from young startups to established enterprises, grow and thrive. A host of education and training opportunities bring prosperity to those who live here and provide a skilled workforce for companies.



Housing and Human Needs



Strategic Outcome – What are we trying to achieve?

Vancouver meets basic needs and partners with organizations to support its communities. All communities have access to safe and affordable housing, healthcare, food, transportation, education, and dependable access to utilities.



Vibrant and Distinct 15-Minute Neighborhoods



Strategic Outcome – What are we trying to achieve?

Vancouver offers a variety of accessible places and spaces to interact and enjoy nature, art, culture, food, shopping, and community. Neighbors care for each other and show up in times of need.



Culture and Heritage



Strategic Outcome – What are we trying to achieve?

Vancouver celebrates its culture and heritage. Public events, museums, cultural centers, concerts, and exhibits offer opportunities for communities to learn about different cultures and experiences.



Safe and Prepared Community



Strategic Outcome – What are we trying to achieve?

Vancouver feels like a safe place to live, work, and play. All communities are free from violence and crime and understand what to do in times of crisis.



Connected and Resilient Infrastructure



Strategic Outcome – What are we trying to achieve?

Vancouver plans for disasters and is ready to adapt to change. All communities have dependable access to utilities. Buildings, bridges, and roads are designed to modern, safe, inclusive, and accessible. Communities care for each other and show up in times of need.



High Performing Government



Strategic Outcome – What are we trying to achieve?

Vancouver's government is reliable, fiscally responsible, equitable, and open to compromise. Decision-making processes are transparent. City leaders have integrity and work with the community to plan for the future.



Example: Transportation and Mobility



Strategic Outcome

Vancouver has a safe, future-ready and convenient transportation system that offers affordable and climate-friendly options for people to get where they need to be.

Long-term Community Indicator

Mode Split

- *Definition:* The breakdown of how Vancouverites get around, typically representing the percentage of travelers using a particular type of transportation (walk, bike, drive, transit, etc.)
- *Data Source:* US Census Bureau – American Community Survey
- *Why it Matters:* Research shows that active transport is inversely related to obesity rates. Air pollutants (especially sulfur and VOC emissions) are typically lower in areas where active transportation is popular. This popularity comes with additional health benefits. In addition, research suggests that those who commute using active methods report lower commute stress levels.

Example: Transportation and Mobility



6-year Priority Performance Measures

- Number of collisions (vehicular and vulnerable users)
 - **Target:** reduce the number of collisions
- Miles of complete streets
 - **Target:** Increase the miles of complete streets

External Factors and Emerging Issues

- How might we effectively collaborate with agencies, organizations, and the Vancouver community around mobility decision-making?
- How might we lower the risk of travel-related injury and promote public health?
- How might we prepare for and lead in leveraging rapidly evolving technology in transportation?

Proposed Focus Area Change



Connected and Resilient Infrastructure

- Challenge differentiating this focus area from others.
- Redistribute Community Indicators and Performance Measures to other focus areas.



Climate and Natural Systems

- Create a more explicit connection with Council priority area of climate.
- Need to have metrics related to natural environment.

Climate and Natural Systems



Strategic Outcome – What are we trying to achieve?

Vancouver values, restores, and cares for the natural environment upon which all living things depend. The health of our natural systems supports the health of all who live, work and play in our community.



Next Steps



April 10

Council
Communications
-
Brief status update

May 8

Council Workshop
-
Walk through final
Strategic Plan

June 5

Public Hearing and
Strategic Plan Adoption



MEMORANDUM

DATE: April 10, 2023

TO: Mayor and Council

FROM: Aaron Lande, Policy and Program Manager

CC: Eric Holmes, City Manager
Lon Pluckhahn, Deputy City Manager

RE: **Strategic Planning Process**

Where we've been

To ensure that the Strategic Plan is reflective of diverse community needs and a collective vision for the future, the Strategic Plan Advisory Committee (SPAC) was formed in Spring of 2022. The vision for the SPAC was to create a committee whose structure and makeup reflected the City's shifting demographics, while also realizing commitments and best practices around equity. SPAC members were selected to reflect the full range of Vancouver experiences and perspectives.

The SPAC was initially tasked with developing language around the Core Values identified by Council, providing a linguistic vision for the type of Vancouver where every resident, visitor, and business can thrive. The work on the core values created a solid foundation for the Strategic Plan. Their second task was to add descriptions to the Focus Areas, also identified by Council, of what we are trying to achieve as a community. The Focus Areas create a platform that supports development of Community Indicators and Performance Measures that allow for accountability and tracking of outcomes.

Appendix A is the list of Focus Areas with SPAC-produced descriptions.

Where we are

Over the past month, there have been small group conversations for each Focus Area with City staff subject matter experts and SPAC members to review a initial set of long-term Community Indicators and Performance Measures. Following these small group meetings, the metrics were further refined by programmatic staff and data experts to ensure they are responsive to the feedback received, reflect the shared understanding of what we are trying to achieve, and are actionable and measurable by staff.

As part of these discussions, two changes were proposed to the Focus Areas:

- Remove *Connected and Resilient Infrastructure*

- The group had trouble differentiating this Focus Area from others – both in intent and proposed metrics
- Metrics from this Focus Area would be redistributed to other Focus Areas – *Transportation and Mobility* and *Safe and Prepared Community*
- Add *Climate and Natural Systems*
 - Creates a more explicit connection with the Council priority of climate
 - Responds to identified need to have metrics related to the natural environment

Appendix B is a table showing the proposed Community Indicators for each Focus Area.

Where we are going

Staff will spend the next month working with the SPAC and city subject matter experts to continue to refine the Focus Area metrics in preparation for a May 8th workshop.

Appendix A: City of Vancouver Focus Areas

Transportation and Mobility

Strategic Outcome - What are we trying to achieve?

Vancouver has a safe, future-ready and convenient transportation system that offers affordable and climate-friendly options for people to get where they need to be. All community members can walk, roll, bike, drive, and take transit to reach their destination. Vancouver considers the needs of different communities when designing transportation infrastructure and prioritizes equity. Vancouver's transportation network supports the local and regional economy and facilitates the movement of goods in addition to people.

Economic Opportunity

Strategic Outcome - What are we trying to achieve?

Vancouver is a place where a wide variety of businesses of all sizes, from young startups to established enterprises, grow, and thrive. A host of education and training opportunities bring prosperity to those who live here and provide a skilled workforce for companies.

Housing and Human Needs

What are we trying to achieve?

Vancouver meets basic needs and partners with organizations to support its communities. All communities have access to safe and affordable housing, healthcare, food, transportation, education, and dependable access to utilities.

Vibrant and Distinct 15-minute Neighborhoods

What are we trying to achieve?

Vancouver offers a variety of accessible places and spaces to interact and enjoy nature, art, culture, food, shopping, and community. Neighbors care for each other and show up in times of need.

Culture and Heritage

What are we trying to achieve?

Vancouver celebrates culture and heritage. Public events, museums, cultural centers, concerts, and exhibits offer opportunities for communities to learn about different cultures and experiences.

Safe and Prepared Community

What are we trying to achieve?

Vancouver feels like a safe place to live, work, learn, and play. All communities are free from violence and crime and understand what to do in times of crisis.

Climate and Natural Systems

What are we trying to achieve?

Vancouver values, restores, and cares for the natural environment upon which all living things depend. The health of our natural systems supports the health of all who live, work and play in our community.

High Performing Government

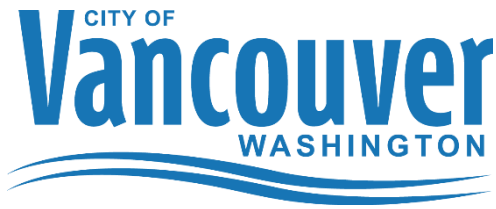
What are we trying to achieve?

Vancouver's government is reliable, fiscally responsible, equitable, and open to compromise. Decision-making processes are transparent. City leaders have integrity and work with the community to plan for the future.

Appendix B: Focus Area Community Indicators

This table provides a high-level look at draft long-term community indicators for each Focus Area.

Transportation & Mobility	High Performing Government	Economic Opportunity	Human & Housing Needs	Vibrant & Distinct 15-minute Neighborhoods	Culture & Heritage	Safe & Prepared Community	Climate & Environmental Health
Mode Split	Price of Government	Median Household Income	PIT Count of Individuals Experiencing Homelessness	Neighborhood Cohesion	Arts-related Businesses	Residents' Perception of Safety	Greenhouse Gas Emissions
Transportation User Experience	Resident Satisfaction with Municipal Services	Per Capita Income	Housing Affordability	Diversity of Businesses in Neighborhoods	Economic Impact of Arts & Culture	Residents' Perception of Community Preparedness for Disaster	Waste Diversion
Transportation Fatalities & Serious Injuries	Municipal Bond Rating	Business Diversity	Children In Poverty		Economic Impact of Historic Preservation		Tree Canopy
		Job Creation					Parkland Acreage per 1000 Residents
		Unemployment					
		Education Attainment					
		Pre-k Enrollment					
		Workforce Readiness Survey					



MEMORANDUM

DATE: April 4, 2023

TO: Eric Holmes, City Manager

FROM: Lon Pluckhahn, Deputy City Manager
Tyler Clary, Water Engineering Program Manager

RE: **PFAS Update**

CC: Tim Buck, Operations Manager
Brian E. Wilson, Operations Superintendent

Eric,

There have been recent developments regarding Per- and polyfluoroalkyl substances (PFAS), so we wanted to update you and by extension the City Council. This memo is intended to ensure you are aware of the results of recent PFAS compliance sampling and communications to our customers that will take place as a result of this sampling.

Samples of all active wellfields were taken the week of February 26th in order to meet state testing requirements for five different PFAS compounds. The results of those samples have been received and as expected based on past, proactive testing completed by the water utility, we are over the State Action Level (SAL) for perfluorooctanoic acid (PFOA) and perfluorooctane sulfonic acid (PFOS) at three of our nine wellfields. Note that two of our wellfields were not tested because they are down due to projects occurring at the sites. Based on past testing, it is not anticipated that those two sites will be over any SAL. All results **highlighted** below were over the SAL.

	PFOS	PFOA	PFBS	PFHxS	PFNA
WA SAL	15 ppt	10 ppt	345 ppt	65 ppt	9 ppt
Water Station 1	5.4	3.1	4.0	5.7	ND
Water Station 3	6.9	3.3	4.3	6.3	ND
Water Station 4	21	8.5	5.3	6.9	ND
Water Station 7	Offline	Offline	Offline	Offline	Offline
Water Station 8	15	6.9	6.1	3.7	ND

Water Station 9	14	6.7	5.2	3.7	ND
Water Station 14	22	15	8.1	5.5	ND
Water Station 15	20	7.0	7.0	6.4	ND
Ellsworth	Offline	Offline	Offline	Offline	Offline

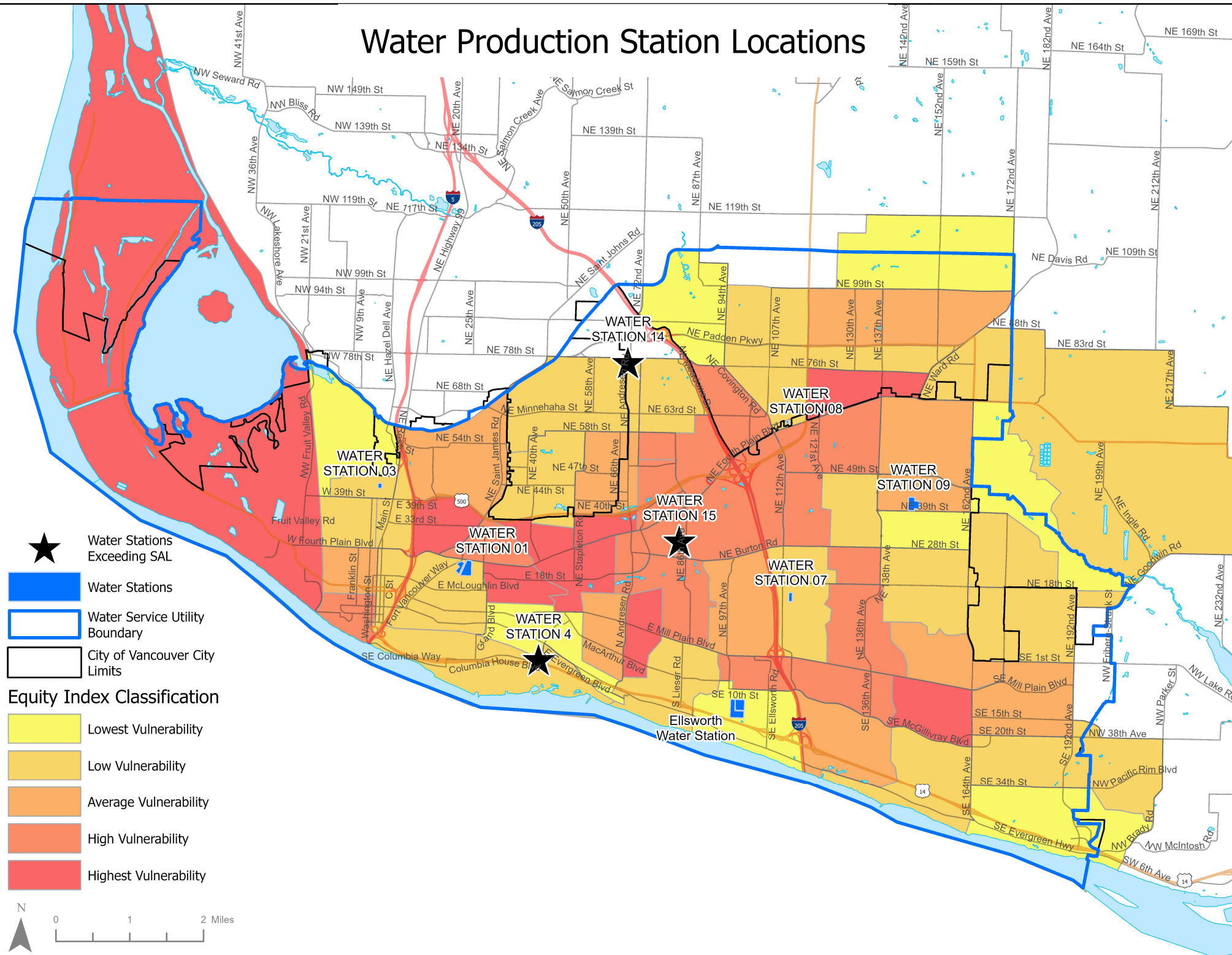
As required by state rules, we will notify all of the water utility customers with a letter outlining the exceedance, what the city is doing to address the issue and potential health effects. This letter will be mailed the week of April 9th. It is possible that city staff and council members may receive questions after this letter is mailed.

In addition, on March 14 the EPA released proposed federal drinking water limits for PFOA and PFOS of 4 ppt. This is a proposed regulation that has a process to go through before final approval. This process will likely take a year to complete and the final drinking water limit may be different than what is proposed. Note that if this rule gets implemented as proposed, the Maximum Contaminant Level (MCL) for PFOA and PFOS in drinking water would be set lower than the current SAL and treatment systems would be required at eight of our nine wellfields.

Numerous other actions mentioned in previous updates are still underway. Water utility staff will update you as new information becomes available.

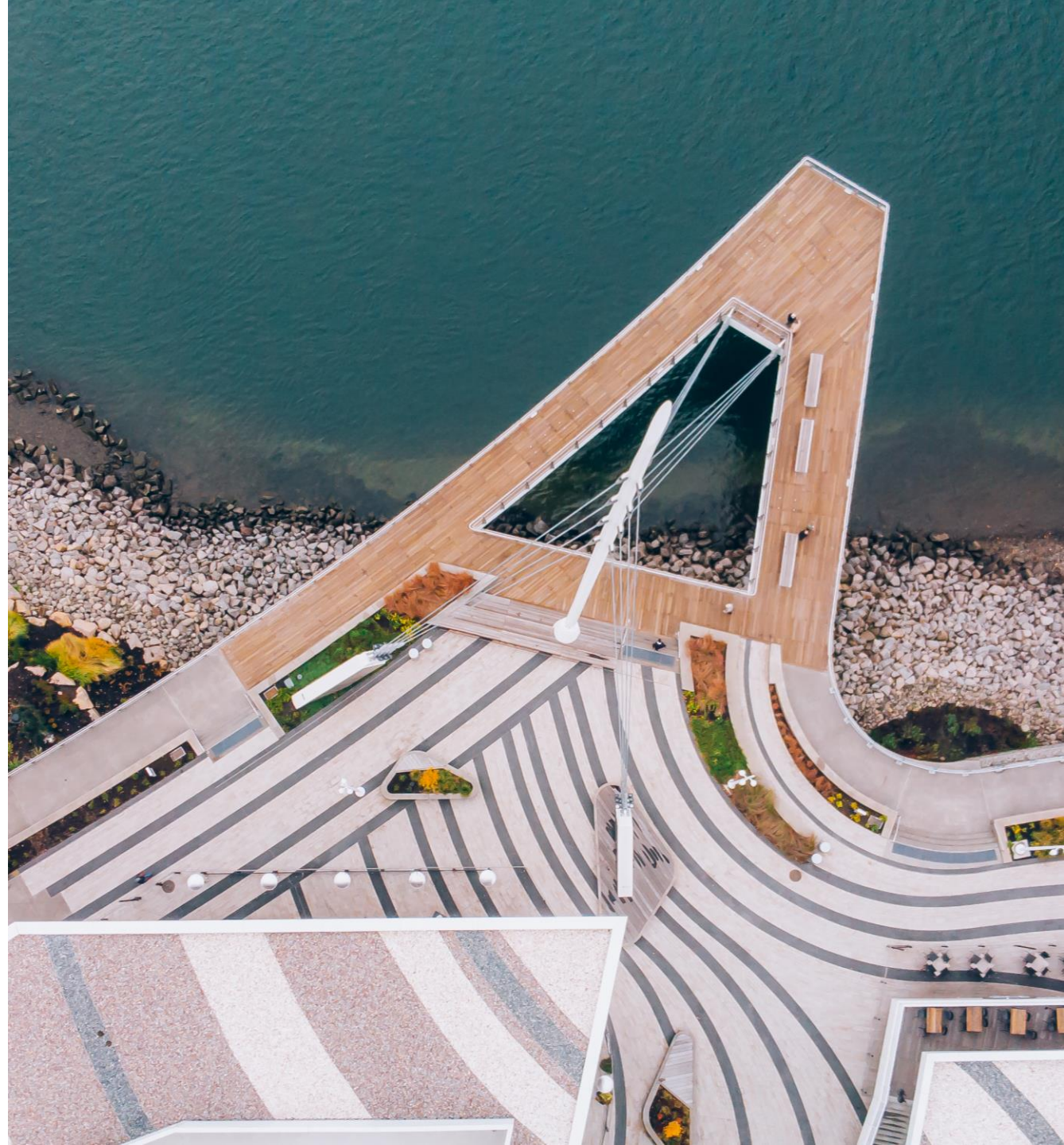
Staff continues to update our [PFAS webpage](#) to enable the public to find information about this important issue.

Water Production Station Locations



PFAS Communications Plan

2022/2023



Communication Strategy

Strategy based on risk communication practices (social trust and care communication theory)

Social trust approach built on:

- Trust of city organization
- Confidence in local water system
- Credibility of regulatory agencies

Care communication built on:

- Transparency
- Making the complex simple
- Self-efficacy (what can the consumer do)
- Anticipating information needs

Schedule of Tactics – Phase 1 Early Education

Due	Status	Release	Task/Deliverable	Subject/Details	Audience	Channel
11/22	Done	Rolling	Copywriting	Draft versions: FAQ, fact sheet, hand out, talking points, mailer, web content, newsletters, etc.	Public at large	Multichannel
10/22	Done	1/23	Develop internal training	Train key staff who help customers in person/phone	City staff	In-person Training
11/22	Done	01/23	Design first mail piece	Educate residents about PFAS and upcoming testing	All households in Service Area	Mail
12/22	Done	12/22	Translate mail piece	Translate: Spanish, Russian, Vietnamese, Chinese, Chuukese	Historically underrepresented communities	Host on web
12/22	Ongoing	12/22	Update website	Simplify and build on current PFAS web content, post mailer , FAQ , hand out , and translations	Public at large Residents/Businesses Media	City website
1/22	Done	01/23	Rack card	Handout for city staff to use/give out when asked about PFAS	Staff Public at large	Handout
1/23/23	Done	1/27/23	Update to Council	Inform Council about current strategy and mailer	City Council	Email/memo
2/1/23	Done	2/8/23	First mailer (postcard)	Send first mailer	All households in Service Area	Mail
2/15	Done	4/5	City Newsletters • Vancouver Connects	Draft base story that can be repurposed to audience Draft base story about results to repurpose	City employees Neighborhoods Subscribers	Enewsletter
2/8/23	Rolling	Rolling	Earned media	Pitch PFAS story to beat reporters	Local media	Media

CITY OF
Vancouver
WASHINGTON

Department of Public Works
P.O. Box 1995
Vancouver, WA 98668

Keeping you informed about Vancouver's water.

You are receiving this postcard because you are one of the City of Vancouver's 78,000 water customers. Vancouver delivers about 9.5 billion gallons per year of clean and safe water to more than 270,000 people. Protecting public health and providing our customers a safe water supply is our top priority.

Non February, ewe Tenimwen Vancouver epwene fori minafon tesin ren PFAS non ewe kaworan konik. Poraus me pwan pungun tesin kena epwene titingonuk seni posto non March. Ewe tesin epwene ka fofor ngeni awenewen kena seni state me muunap. Itelten tesin me pwan atetenin repotin kena epwene forita non ier.

Education pieces



Frequently Asked Questions About Per- and Polyfluoroalkyl Substances (PFAS) and City Water

Is Vancouver's water safe to use?

The low levels of PFAS found in Vancouver's water supply are slightly above recommended limits in state and federal guidance. The recommended limits are based on long-term exposure to PFAS throughout a person's life and represent a conservative level at which no adverse impacts are expected over a lifetime of drinking the water, even in health-sensitive populations. According to the Washington State Department of Health, if you have been drinking water with PFAS above a State Action Level, that does not mean you will get sick or have health problems. If you are concerned about potential health impacts from exposure to PFAS, contact your health care provider.

What are PFAS?

PFAS are a large group of human-made chemicals used worldwide since the 1940s to make many water-resistant, stain-repellant, and non-stick products, as well as some firefighting foams. PFAS have been used in outdoor clothing, carpeting, upholstery, non-stick cookware, food packaging, and other common household products. The thousands of different PFAS are often referred to as "forever chemicals" because they do not break down easily and can remain in the environment, including groundwater for a long time.

Where are PFAS found? How do they get in drinking water?

Although not naturally occurring, PFAS are widespread in the environment and have been found in the water supplies of millions of Americans, including in the State of Washington. In general, PFAS are most commonly found in products that are made or used. However, there is no known source for the PFAS found in Vancouver's local water supply.

Is there an acceptable level of PFAS in drinking water?

There are currently no federal drinking water standards for PFAS. In 2022, the U.S. Environmental Protection Agency issued a new Lifetime Exposure Health Advisory for PFAS, which is an enforceable safety standard under the federal Safe Drinking Water Act. Washington also has a State Action Level for PFAS that outlines testing and treatment requirements for some water providers, including Var. In 2023, these federal and state recommendations will be updated to protect all people, including sensitive populations, from health impacts resulting from PFAS throughout their lives.

How do I know if there are PFAS in my water?

The City is actively sharing information with customers and investigating potential PFAS impacts to the water supply. We completed sampling and found low levels of PFAS in our water supply in 2020 and 2021. We are reporting information about PFAS and sampling results on the City's website and in our Annual Water Quality Report. We will continue sharing the latest sampling results through our "PFAS Sampling Results" webpage at cityofvancouver.us/pfasresults so that customers can make informed decisions.

What is the City doing to protect water quality?

Continuing to provide our customers with safe, high-quality drinking water is the City's top priority. Since detecting low levels of PFAS in our local supplies, we have been working closely with water quality engineers to research possible sources and better understand potential impacts from PFAS. We are also evaluating treatment options to remove PFAS from our water supply and working to estimate the costs to design, build and operate these technologies. To plan ahead, we have included future costs for PFAS treatment in our long-range capital planning, and we are also pursuing federal and state grants and loans to reduce ratepayer impacts.

What can I do to reduce exposure to PFAS?

Most people in the U.S. have been exposed to PFAS and have PFAS in their blood. If there are PFAS in your water above recommended limits, you can reduce exposure by installing a water filter with activated carbon or reverse osmosis membranes or by using an alternate source for drinking, cooking, and preparing infant formula. If you have specific health concerns about PFAS exposure, we encourage you to consult your health care provider. More information is also available from the Washington State Department of Health webpage at doh.wa.gov/pfas.

Frequently Asked Questions



What are the health concerns with PFAS?

The science around health impacts from PFAS exposure is still evolving and there is active research underway to learn more. Some studies suggest long-term exposure to high levels of PFAS may lead to increased cholesterol levels, increases in high-blood pressure and pre-eclampsia in pregnant women, decreases in immune response, changes in liver function and increases in certain types of cancer. You can learn more from the Washington State Department of Health webpage at doh.wa.gov/pfas or by consulting with your health care provider.

Can I boil my water to get rid of PFAS?

No, heating or boiling water does not remove PFAS.

Should I still breastfeed? What about using tap water to mix infant formula?

If PFAS are found in water above a Lifetime Health Advisory Level, it is recommended to install a water filter with activated carbon or reverse osmosis membranes or use an alternate source for drinking and preparing infant formula. We also encourage you to seek advice from your health care provider. You can learn more about PFAS from the Washington State Department of Health webpage at doh.wa.gov/pfas.

Is tap water safe for washing dishes and bathing?

Yes, skin contact with water from activities like washing dishes, doing laundry, showering and bathing are not significant sources of exposure to PFAS.

Where can I get more information?

Visit the City's "About PFAS" webpage at cityofvancouver.us/pfas to learn more about actions the City is taking to keep your water safe and to find resource links to additional information. The City will continue to keep the community informed as we learn more about treatment options and receive updates from federal and state authorities.



Understanding PFAS

Water safety in Vancouver

Providing our customers safe water and protecting public health is the City's top priority. On average, we deliver 9.5 billion gallons per year of clean and safe water to more than 270,000 people in a 7 mile service area. Vancouver tests all drinking water in accordance with all state and federal requirements and in fact, puts its water through more stringent tests than U.S. and Washington laws.

Like many jurisdictions, the City is addressing an emerging issue with per- and polyfluoroalkyl (PFAS) substances.

What are PFAS?

PFAS stands for per- and polyfluoroalkyl (PFAS) substances. There are a group of over 5,000 manmade chemicals that are found in common consumer and industrial products like non-stick cookware, food packaging, stain resistant fabrics, firefighting foam and more. Most PFAS don't break down, which is why they are also called "forever chemicals."

What is the source of PFAS in the City's water?

Though we know that PFAS are used in numerous consumer products, the specific sources contributing to PFAS in the City water supply are still not known. PFAS are widespread in the environment throughout the world.



Informational Handout

Does the City regularly test for PFAS?

The City proactively tested for PFAS in 2020 and 2021. Starting in 2023, the City will be on a regular testing and reporting schedule for PFAS.

How much PFAS are in the City's water?

While the levels of PFAS are low, they are still above the Washington State Department of Health's adopted State Action Levels and the Environmental Protection Agency's (EPA) Health Advisories Levels issued in June 2022. Actual concentrations of PFAS in the City's water can be found at cityofvancouver.us/pfasresults.

Is my water safe to use?

The low levels of PFAS found in Vancouver's water supply are slightly above recommended limits in state and federal guidance. The recommended limits are based on long-term exposure to PFAS throughout a person's life and represent a conservative level at which no adverse impacts are expected over a lifetime of drinking the water, even in health-sensitive populations. According to the Washington State Department of Health, if you have been drinking water with PFAS above a State Action Level, that does not mean you will get sick or have health problems. If you are concerned about potential health impacts from exposure to PFAS, contact your health care provider.

What is the City doing?

The City is working with water quality engineers to help us understand possible sources and concentration of the PFAS in the City's groundwater supply. The City is evaluating treatment technologies that can be used to remove PFAS and working to estimate the cost to design, build and operate them. The City is also seeking funding to install the treatment systems.

Where can I learn more?

You can learn more about the City's PFAS response at cityofvancouver.us/pfas. You can view the City's sampling results at cityofvancouver.us/pfasresults. You can also visit doh.wa.gov/pfas for more information.



cityofvancouver.us/pfas
cityofvancouver.us/pfasresults
For more information call the Water Quality Team, 360-487-8276

Website - [Learn About PFAS | City of Vancouver](#)



Search Submit

Our Community Safety & Services Business & Development Recreation & Events Inside City Hall

I want to...

- Public Works
 - Future Public Works Operations Campus
- At Your Service
 - Customer Center
 - Service Requests
- Drinking Water
 - Annual Water Quality Report
 - Aquifers - Our Water Resources
 - Water Quality Reports
 - How Vancouver is Keeping Water Safe & What You Can Do at Home
 - Learn About PFAS**
 - PFAS Sampling Results
 - Backflow and Cross-Connection Prevention
 - Water Station 1 Project & Master Plan

Home » Public Works » Drinking Water

Learn About PFAS

Latest News

February 2023
In advance of PFAS scheduled for testing later this month, all Vancouver water customers will receive a postcard with information about PFAS and where to find more details and resources. The information shared in the postcard is also available in Español, Русский, Tiếng Việt and Chuukese.

Along with many details on this webpage, you might also find these helpful: [Frequently Asked Questions](#) and [Informational Handout](#).

5 Things to Know About PFAS and Your Drinking Water

Providing our customers safe water and protecting public health is the City's top priority. Water is critical to the livability and vitality of our community.

1. The City is taking action now to address an emerging issue with PFAS—a group of human-made chemicals that have the potential to adversely affect human health and the environment. In late 2020, the City completed proactive testing that found PFAS at very low levels in some of the City's groundwater wells. Actions the City is taking to protect and maintain water quality include:

- Evaluating treatment options:** Water quality engineers are evaluating cost-effective treatment options to remove PFAS from the water
- Finding long-term solutions:** Expert scientists are determining potential sources of PFAS and the extent of PFAS in the local groundwater.
- Planning for the future:** Future costs for PFAS



Actions the City is taking to protect and maintain water quality include:

- Evaluating Treatment Options:** Water quality engineers are evaluating cost-effective treatment options to remove PFAS from the water.
- Finding Long-Term Solutions:** Expert scientists are determining potential sources of PFAS and the extent of PFAS in the local groundwater.
- Planning for the Future:** Future costs for PFAS treatment are included in the City's long-range capital plan.
- Reducing Costs:** The City is pursuing federal and state grants and loans to reduce the impact to ratepayers.
- Sharing Information:** Information on PFAS and test results are posted on the City's website and reported in the Annual

[Home](#) » [Public Works](#) » [Drinking Water](#) » [Learn About PFAS](#)

PFAS Sampling Results



The City of Vancouver Utility provides information about PFAS sampling results on this webpage so customers can stay informed. [Learn more about PFAS and the actions the City is taking to keep your water safe.](#)

State Action Levels Definition | Washington Department of Health

The Washington State Board of Health has completed rulemaking to regulate PFAS in Group A drinking water systems. The rule sets State Action Levels for five PFAS. The rule went into effect on January 1, 2022, with PFAS sampling requirements for some water providers, including Vancouver, starting in 2023. The State Action Levels do not require treatment for PFAS at this time.

Washington State Department of Health's toxicologists developed State Action Levels to protect humans, including sensitive groups, from harmful health effects of drinking water with PFAS in the long-term. The Department of Health reports:

Schedule of tactics – Phase 2 Test Results

Due	Status	Release	Task/Deliverable	Subject/Details	Audience	Channel
2/2/23	Done	Waiting Results	Write/design second mailer	Educate/inform residents about PFAS test results	All households in Service Area	Mail
3/27/23	Pending	Waiting Results	Translate mailer	Translate: Spanish, Russian, Vietnamese, Chinese, Chuukese	Historically underrepresented communities	Host on web
3/13	In progress	3/17/23	FAQ	Update FAQ with new information/learnings	Public at large Residents/Businesses Media	Host on web
3/24/23	Pending	Wk of 4/10	Update to Council	Inform Council about results and mailer	City Council	Email/memo
3/24/23	Pending	Wk of 4/10	Update website	Add new test results Update FAQ	Public at large Residents/Businesses Media	City website
3/27	Pending	Wk of 4/10	Message to CSRs	Send a message to CSRs/training attendees about second mailing	City employees	Email
4/5/23	Pending	Wk of 4/10	Second mailer	Send second mailer/results	All households in Service Area	Mail
Rolling in April	Pending	Rolling	City Newsletters Vancouver Connects - Neighborhood Newsletter - The Messenger - City Currents (internal)	Draft base story that can be repurposed to audience Draft base story about results to repurpose	City employees Neighborhoods Subscribers	Enewsletter
4/5/23	In Progress	Wk of 4/10	News release	Results news release	Local media	Press release
TBD	TBD	TBD	City Manager's Quarterly Meeting	Present educational information about PFAS, testing, and mitigation	Neighborhoods/ Community leaders	Meeting
TBD	TBD	TBD	Community Meeting	If needed hold a town hall on PFAS	Community at large	Meeting
Q2	TBD	TBD	Continued testing reporting	Ongoing communication/2Q results	All households in Service Area	Water Quality Report
TBD	TBD	TBD	Continued education	Explore continued education opportunities (video, social, etc.)	Public at large All households in Service Area Media	TBD

