

MEMORANDUM

DATE: April 3, 2023

TO: Eric Holmes

CC: Chad Eiken, CDD Director

FROM: Jason Nortz, Development Review Manager, Community Development Department
Becky Coutinho, Associate Long Range Planner, Community Development Department

RE: **Proposed Short-Term Rentals Regulations and Text Amendments- April 3 City Council Workshop**

This workshop is intended to provide the City Council with an update on efforts to develop new regulations for short-term rentals (STRs) in the City of Vancouver, including draft proposed regulations for City Council's review and feedback.

Prior City Council Input

At the June 27, 2022, workshop staff provided City Council with an extensive overview of the current short-term rental market in the City. The overview included:

- The current rules for STRs
- The existing STR market conditions
- Stakeholder outreach efforts
- Possible regulatory options for consideration

City Council directed staff to develop changes to VMC Title 20 Land Use and Development Regulations that would allow STRs as a permitted use in residential zones subject to a defined permit process and appropriate standards. Council also asked staff take a closer look at implementing regulations that pay specific attention to:

Policy Consideration	Council & PC comments	Staff Response	Proposed Approach
Owner occupancy requirement	Generally opposed to such a requirement	Studied having owner occupancy requirement if renting one room in the home, but did not include due to challenges with monitoring, enforcement, and legal concerns	Not included in draft code
Lodging tax collection	Ensure that lodging taxes are being collected and	The City received approximately \$140k in short	Continue to work with

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	remitted by the rental platform to the City	term rental taxes in 2022. City lodging tax is set at 4%	legal and finance to monitor appropriate collection.
Life/Safety inspection standards	Council brought up concern at June workshop, want standards without being overly burdensome	Mirroring building code regulations – not suggesting specific building inspections for short-term rentals	STRs required to meet state and local health, safety, and building code regulations; language located in code and operator packet
Impacts to housing availability	City Council and Planning Commission both expressed concerns regarding STRs impact to the housing stock in Vancouver	Current impact to Vancouver housing market is minimal; however, staff will continue to monitor for impacts to housing availability during the proposed pilot period, and will share this data with Council to determine if additional regulations are necessary	Proposed code language excludes STRs from any development receiving the Multifamily Tax Exemption incentive
Changes to Bed & Breakfast regulations	Update bed & breakfast regulations to ensure clarity and fairness with any STR regulations	Staff believe current regulations are adequate, but will review as part of the Comprehensive Plan and Title 20 Update, when more information from the pilot period is available	Not included in draft code

On March 14, 2023, staff presented a draft of potential regulations for STRs to the Planning Commission as a workshop item. Planning Commission was supportive of the proposed regulations. The Planning Commission asked staff to consider the following items:

- Requiring STR permits to be renewed after 24 months
- Ongoing compliance monitoring to ensure all STRs have COV STR permit
- Define code compliance process for STR violations
- Consider requiring inspections for all new STR permit applicants
- Create an operator packet for all new STR applications

Staff began creating the operator packet materials, which will include:

- Updated FAQs
- Template neighbor notification letter
- Permit Application
- Good neighbor guidelines to be posted inside STR unit

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Overview of Draft Code

Following direction from City Council and Planning Commission as well as community feedback and comparative jurisdiction research, staff has prepared draft code language to regulate short-term rentals (Attachment B).

The proposed regulations would allow short-term rentals in all residential and commercial zones, and in two industrial zones (OCI and ECX) as a limited use that must follow regulations in new code section 20.835. STRs must register with the Washington State Department of Revenue and obtain a City of Vancouver business license if the business license annual revenue threshold is met.

The regulations create a short-term rental permit with a one-time \$250 fee. In order to obtain a permit an applicant would need to provide an affidavit showing proof of mailing of a letter of notification to property owners abutting and adjacent to the proposed short-term rental, copy of liability insurance for the rental property, and a signed acknowledgement by the owner stating that the short-term rental will comply with the required standards in 20.835.050 VMC and allowing the City to inspect the premises as needed.

Please refer to Attachment B for the full proposed code language. In addition to the development of regulations, staff has created an updated FAQ and good neighbor fact sheet that will be made available to the public (see Attachments D and E). The FAQ is meant to serve as a resource to educate the public on the City's policies and how to handle issues. The good neighbor fact sheet is a resource for short-term rental operators, hosts, and guests, outlining the regulations around noise, parking, fire safety, garbage, and overall guest responsibilities.

Staff recommends that the regulations be "tested" as a pilot for a period of 24 months in order to assess their effectiveness. During this time, STR counts will be collected through the City permitting process in addition to the monthly report received from the City's consultant Host Compliance.

Additional background information including the March 14, 2023, Planning Commission staff report and draft regulations are provided as Attachment A-F of this cover memo.

Next Steps

Following the April 3, 2023, City Council workshop, the project team will review and integrate feedback and implement any changes to the draft regulations. Staff will then conduct further outreach to the community and stakeholders with the proposed code language. A Planning Commission public hearing is tentatively scheduled for April 11, 2023. A City Council public hearing has not yet been scheduled but our goal is to present a draft ordinance for review in late spring/early summer 2023. If the proposed regulations or modified regulations are adopted, staff would plan to return to Council within a year to provide an update, and again at the 24-month mark to determine if the permitting process or development standards need any refinements.

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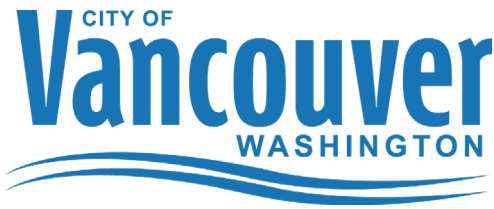
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Attachment(s):

- A. March 14, 2023 Planning Commission Memo
- B. Draft Short-Term Rental Regulations
- C. Title 20 VMC Amendments
- D. Good Neighbor Handout
- E. Short-Term Rental FAQs
- F. Washington Short-Term Rental Comparisons



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Department
(360) 487-8602 | WA Relay: 711



MEMORANDUM

DATE: March 6, 2023

TO: Chair Ledell and Planning Commission Members

CC: Rebecca Kennedy, Deputy Director, Community Development Department

FROM: Jason Nortz, Development Review Manager, Community Development Department
Becky Coutinho, Associate Long Range Planner, Community Development Department

RE: **Proposed Short-Term Rentals Regulations and Text Amendments- March 14 Workshop**

Intent

This workshop is intended to provide the Planning Commission with an update on efforts to develop new regulations for short-term rentals (STRs) in the City of Vancouver, including draft proposed regulations for your review and feedback.

Background

A short-term rental is defined as a residential property or portion of a residential property (room, guesthouse, ADU, etc.) that is available to rent for stays of less than 30 days. This includes rentals available on sites such as Airbnb and VRBO. Within the last decade, the popularity of STRs has increased dramatically as a substitute for (or preferred option to) traditional lodging like hotel room across many jurisdictions in the county. This increase has not been as dramatic in Vancouver as other cities, but the number of STRs here has risen over time.

Currently, the City's Land Use and Development Code, VMC Title 20, does not allow STRs in residential zones except as expressly authorized under the bed-and-breakfast provisions of VMC 20.830. A bed-and-breakfast also provides an alternative form of lodging for visitors who prefer a residential setting. The Development Code considers bed-and-breakfast establishments as Commercial and Transient Lodging, which includes uses such as hotels, motels, and homeless shelters where stays are typically less than 30 days. Bed-and-breakfast establishments, which envision a host in residence with guests and the provision of food in conjunction with lodging, don't capture the typical Airbnb-type STR arrangement that has emerged in recent years. Staff believes creating separate short-term rental regulations is required to properly govern this type of land use.

Staff previously provided an update to the Planning Commission on September 13, 2022, and to City Council on June 27, 2022 and, as part of the Housing Code Changes Workshop, on September 9, 2021. Council directed staff to develop a regulatory response that could allow STRs as a permitted use in residential zones subject to a defined permit process. Planning Commission raised concerns regarding the concentration of short-term rentals in one area of the city, the importance of ongoing compliance monitoring and enforcement of regulations, and for staff to continue tracking the total number of STRs Citywide. Throughout this process staff has conducted

best practice research looking at regulations in comparable jurisdictions, including several in Washington, and conducted thorough outreach with local short-term rental owners and operators, short-term rental users, those living near short-term rentals, various stakeholders including the tourism industry, hotel industry, real estate agents, and housing advocates.

Financial Implications of Short-Term Rentals

Any owner of an STR in Washington State is required to obtain a state business license and to register with the Washington Department of Revenue. Per RCW 64.37.020, STR operators must remit all applicable local, state, and federal taxes unless the platform does this on the operator's behalf. This includes occupancy, sales, lodging, and other taxes, fees, and assessments to which an owner or operator of a hotel or bed and breakfast is subject in the jurisdiction in which the STR is located. If the STR platform collects an occupancy, sales, lodging, and other tax, fee, or assessment to which an STR operator is subject on behalf of such operator, the platform must remit such tax to the appropriate authorities. Locally, the City of Vancouver requires businesses generating more than \$12,000 in annual revenue to obtain a business license. Data provided by the City Department of Financial and Management Services indicates that approximately 40 business license holders operating STRs paid lodging tax in 2021, and in 2022 The City received approximately \$140k from short-term rental taxes. While short-term rentals are not an expressly allowed land use in the City of Vancouver, STR platforms are collecting the tax and remitting to the State which in turn remits back to the City.

The City has exercised its full authority to implement lodging taxes through [VMC 5.99](#). The tax rate is set at 4%, which consists of the base 2% rate that is a credit against the state tax pursuant to [RCW 67.28.180-.1801](#) and the special/additional 2% rate that is authorized by [RCW 67.28.181](#). One additional lodging related revenue item that is under discussion is seeking an increase to the local tourism promotion fee authorized by RCW 35.101 from \$2 to \$4-5 per room per night. However, this would only apply to businesses with 40 or more rooms (i.e., more traditional hotels/motels) and would likely not implicate Airbnb.

Vancouver Short-Term Rental Data

The overview of the short-term rental landscape as of February 2023 includes the following data:

- There are approximately 358 STR units in the City of Vancouver
- Short-term rentals represent approximately 0.4% of Vancouver's approximately 83,900 residential units
- 85% of STRs are in single family homes, 14% in multi-family homes, with the remaining 1% undetermined
- 87% of STRs rent out an entire home, rather than a room or portion of an occupied home
- 30% of STRs are 3-bedroom rentals, 30% are 2-bedroom rentals, 24% are 1-bedroom rentals, 6% are 5 or more-bedroom rentals, and 10% are unknown
- The median nightly rental rate is \$118
- Geographically, STRs are spread throughout the City with a modest concentration in downtown and west side neighborhoods
- Approximately 75% of STRs are advertised through Airbnb with the remaining quarter listed through Expedia/VRBO and other platforms

The City continues to monitor the number of short-term rental units through the online platform HostCompliance, provided by the project consultant Granicus. Host Compliance is an industry leader in STR monitoring and compliance and was able to provide a comprehensive list of all current STRs located in the City,

including parcel and owner information. In addition, Host Compliance now provides the City with ongoing monthly updates on the current number of rentals in the City, including location, property type, room type, average duration of stay and rental platform(s) used.

Outreach

In February 2022, the City began communicating with owners of known STRs to advise them of the existing restrictions and to invite their participation in a broader community engagement process around STRs. The intent of the City's outreach was to alert operators to the current situation of noncompliance with existing code, bring awareness to the City's efforts to determine the extent to which STRs should be regulated, and invite existing STR operators into that process. Between March and June 2022, the project team engaged in an extensive outreach campaign consisting of two community-wide surveys and several small group conversations. The specific intent of this effort was to learn more about community experiences, attitudes, concerns, and ideas related to STRs in Vancouver.

The City conducted an online community survey from February 3 to March 6, 2022 using the City's BeHeard Vancouver website. A total of 783 community members took the STR survey. The responses were varied, with most respondents being in favor of allowing short-term rentals with regulations, including a majority of respondents (55.8%) saying they would like to see the City allow STRs with regulations. 23.6% said that they would like to see the City allow STRs with no regulations; 19.4% said that they would like to see STRs banned in all circumstances. Respondents were allowed to choose more than one answer and were asked where STRs should be allowed, 70% of community responses would allow STRs in single-family homes; 69.5% would allow in Accessory Dwelling Units (ADUs); 36.30% would allow in apartments, 40.70% would allow in mobile or manufactured homes; 56.72% would allow in townhomes; 53.75% in condominiums. 18.48% of respondents said that STRs should not be allowed anywhere.

Since March 2022, 51 community members have also shared their thoughts about STRs through an online comment box on the City's BeHeard Vancouver website. The responses received are both in favor and against of regulations STRs.

The City also conducted an online survey of STR hosts from February 3 to March 6, 2022. City staff shared a link to the survey with 300 STR hosts using direct mail. A total of 85 STR hosts completed the survey. 79.73% of respondents operate one STR; 10.81% operate two STRs; a small number of respondents 5.41% operate 5 or more STRs. STR operators were asked what they would do if they were no longer legally allowed to operate a STR. 45.95% responded they would rent to a long-term tenant; 45.95 would sell the property; 27.03% would keep it vacant and maintain ownership as an investment property; 16.22% would invite a friend or family member to move in; and 14.86% would make the property their primary residence. Respondents were allowed to choose more than one option.

The City also conducted small group conversations with housing advocates, short-term rental hosts and operators, hotel and tourism industry professionals, small business owners, real estate agents, and housing advocates including Evergreen Habitat for Humanity, Council for the Homeless, and Fourth Plain Forward. The housing advocates noted that STRs pose a real threat by removing housing stock from the market. While the City may not have thousands of units, any unit being taken of the market for a vacation home instead of a permanent residence is exacerbating the affordable housing crisis. The hotel and tourism industry felt STRs should be required to have the same inspections and regulations as hotels, including requirements related to the

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federal Occupational Safety and Health Administration (OSHA), fire life and safety inspections, electrical, plumbing, ADA, and the state tourism office. Participants expressed concern that allowing too many STRs in any given neighborhood could have a lasting impact on the community, citing the potential impacts of a transition from a fully residential neighborhood to one that has businesses operating in it. Short-term rental hosts offered why they chose to operate a STR, including many who said it provided supplemental income that is used to pay for mortgages, provide retirement income, pay medical bills and other monthly expenses, and in general increases disposable income. Hosts shared that they feel STRs bring a value, asset, and benefit to the City & local economy.

Regulatory Environment

Government regulations of short-term rentals overall are still evolving. The Washington Municipal Research Service Center lists the cities of Seattle, Tacoma, Kirkland, Spokane, Bellingham, Leavenworth, Olympia, Ilwaco, Poulsbo, Clyde Hill, Walla Walla, and Westport as having or developing STR regulations as of 2017. Cities have cited collection of taxes, mitigation of traffic, parking and noise, and compliance with safety standards faced by other lodging as reasons for implementing STR regulations. Larger cities have also cited the need to retain more housing stock for long-term rental opportunities to address affordability concerns.

Please refer to Attachment E for additional information on how other Washington cities are currently regulating STRs.

Key Regulatory considerations

While creating the draft regulations, staff considered key policy issues raised by City Council and Planning Commission. The below chart serves as a summary of these topics and how staff responded.

Policy Consideration	Council & PC comments	Staff Response	Code Regulation
Owner occupancy requirement	Mixed support and opposition of such a requirement	Considered having owner occupancy requirement if renting one room in the home but did not to include due to challenges with monitoring, enforcement, and legal concerns	Not included in draft code
Lodging tax collection	Want to ensure that lodging taxes are being collected and remitted to the City	The City received approximately \$140k in short term rental taxes in 2022. City lodging tax is set at 4%	No action needed
Life/Safety inspection standards	Council brought up concern at June workshop, want standards without being over burdensome	Mirroring building code regulations – not suggesting specific building inspections for short-term rentals	Addressed in code by requiring STRs to meet state and local health, safety, and building code regulations
Impacts to housing availability	City Council and Planning Commission both expressed	Current impact to Vancouver housing supply small, however	Not included in draft code fully, but code

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	concerns regarding STRs impact to the housing stock in Vancouver	if number of STRs continues to grow could be an issue. Staff will continue to monitor numbers. City goals support significantly increase in housing stock, which will mitigate negative impacts from STRs	does exclude STRs in units receiving the Multi-Family Tax Exemption
Changes to Bed & Breakfast regulations	Update bed & breakfast regulations to ensure clarity and fairness with any STR regulations	Staff will examine during the upcoming Comprehensive Plan and Title 20 Update	Not included in draft code

Draft Code

Following direction from City Council and Planning Commission as well as community feedback and comparative jurisdiction research, staff has compiled draft code language to regulate short-term rentals. The regulations allow short-term rentals in all residential and commercial zones, and in industrial zones OCI and ECX as a limited use that must follow regulations in new code section 20.835. STRs must register with the Washington State Department of Revenue and obtain a City of Vancouver business license if the business license annual revenue threshold is met. The regulations create a short-term rental permit with a onetime \$250 fee. In order to obtain a permit an applicant would need to provide and affidavit showing proof of mailing of letter of notification to property owners abutting and adjacent to the proposed short-term rental, copy of liability insurance for the rental property, and a signed acknowledgement by the owner stating that the short-term rental will comply with the required standards in 20.835.050 VMC and allowing the City to inspect the premises as needed.

Please refer to Attachments A and B for the full proposed code language. In addition to the development of regulations, staff has created an updated FAQ and good neighbor factsheet that will be made available to the public (see Attachments C and D). The FAQ is meant to serve as a resource to educate the public on the City's policies and how to handle issues. The good neighbor factsheet is a resource for short-term rental operators, hosts, and guests, outlining the regulations around noise, parking, fire safety, garbage, and overall guest responsibilities.

Review Criteria

Any proposed text changes shall be reviewed by the Planning Commission as outlined in the review criteria below.

Vancouver Municipal Code 20.285.070 provides the approval criteria for comprehensive plan or zoning code text amendments:

- A. Text amendments to the comprehensive plan or VMC Title 20 zoning standards shall demonstrate the following:
 1. The proposal is consistent with applicable policies of the Vancouver strategic plan and comprehensive plan; and
 2. The proposal is necessary to further the public interest based on present needs and conditions.

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Next Steps

Following the March 14, 2023, Planning Commission workshop and April 3, 2023 City Council workshop, the project team will review and integrate feedback and implement any changes to the draft regulations. Staff will then conduct further outreach to the community and stakeholders with the proposed code language. A Planning Commission public hearing is tentatively scheduled for April 11, 2023. A City Council public hearing has not yet been scheduled.

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Attachment(s):

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Chapter 20.835

SHORT-TERM RENTALS

20.835.010 Purpose

This chapter provides the requirements and standards under which residential dwelling units may be used for short term rental use for stays fewer than thirty consecutive days. The regulations are intended to allow for a more efficient use of certain types of residential structures, while keeping them primarily in residential use and retaining neighborhood character. The regulations also provide an alternative form of lodging for visitors who prefer a residential setting.

20.835.020 Applicability

Short-term rentals shall be a limited use in certain zoning districts within legally established dwelling units.

20.835.030 Licenses Required & Permit Approval

Short-term rental businesses are required to be registered with Washington State Department of Revenue, and obtain a City of Vancouver business license if the business license threshold is met.

Short-term rentals shall be processed through a Short-Term Rental permit application, subject to the development standards listed below. A Short-Term Rental permit will expire if the property ownership changes.

20.835.040 Standards

The following standards are required for the operation of a short-term rental. Failure to comply with any or all the following development standards will result in the revocation of a Short-Term Rental permit.

1. *Regulations.* Short-Term Rentals must meet all applicable state and local health, safety and building code regulations such as fire and smoke protections, egress and accessibility, and structural design, as well as applicable provisions of the Washington Administrative Code (WAC) and the Revised Code of Washington (RCW).
2. *Off-Site Impacts.* Short-Term Rentals shall not generate measurable levels at the property line of dust, smoke, odor, glare, or noise beyond those associated with a residential use. The Short-Term Rental shall not generate solid waste in volume or type not normally associated with a residential use.
3. *Limitations.*
 - a. Short-Term Rentals are permitted within a legally established dwelling unit. Short Term Rentals shall not be operated outdoors, in an accessory structure, in a recreational vehicle, or in any other non-residential structure.
 - b. Short-Term Rentals are not permitted in any dwelling unit or building that has received approval under the City's Multi-Family Tax Exemption (MFTE) program ([Chapter 3.22 VMC, as now existing or hereafter amended](#)). This limitation does not apply after the MFTE program exemption period has ended.

4. *Liability Insurance.* Short-Term Rentals must have current, valid liability insurance in accordance with requirements of RCW 64.37.050 as now existing or hereafter amended.
5. *Notification.* Prior to the City application process for a Short-Term Rental, the owner must provide a courtesy notice regarding the Short-Term Rental to all property owners abutting or adjacent to the proposed Short-Term Rental. The Notification must include a description of the operation, number of bedrooms to be rented to overnight guests and contact information for the owner or operator by phone.

20.835.050 Submission Requirements

- A. *Application – Fees.* The applicant must submit a completed application form as prescribed by the planning official with the applicable fee per Chapter 20.180 VMC.
- B. *Required Information.*
 1. Affidavit of mailing showing proof of mailing of Notification to property owners abutting and adjacent to the proposed Short-Term Rental.
 2. Copy of Liability Insurance for the rental property.
 3. Acknowledgement by the owner stating that the Short-Term Rental will continuously comply with the required standards in 20.835.050 VMC and allowing the City to inspect the premises as needed.

20.835.060 Violations

- A. It is unlawful to rent, offer for rent, or advertise for rent a dwelling unit located on any property with the City as a Short-Term Rental without a permit and license authorizing such use issued and approved in the manner required by this chapter.
- B. Failure of the owner or authorized agent or local contact of a Short-Term Rental to meet the standards contained herein shall be subject to the enforcement provisions contained in 22.02.020 VMC

20.150.040E Meanings of Specific Words and Terms Q through T.

Qualified Professional. A person with experience and training in the pertinent scientific discipline, and who is a qualified scientific expert with expertise appropriate for the relevant critical area subject in accordance with WAC [365-195-905\(4\)](#).

A. *Urban Forestry.* Qualified professionals in urban forestry must have academic and field experience that makes them competent in urban forestry. This may include arborists certified by the International Society of Arboriculture or foresters certified by the Society of American Foresters. Qualified professionals in urban forestry must possess the ability to evaluate the health and hazard potential of existing trees, and the ability to prescribe appropriate measures necessary for the preservation of trees during land development.

B. *Critical Areas.* Qualified professionals in critical areas must have obtained a BS or BA or equivalent degree in biology, engineering, environmental studies, fisheries, geomorphology or a related field, and two years of related work experience. In addition:

1. A qualified professional for frequently flooded areas or a geologic hazard must be a registered professional engineer, geologist, engineering geologist or hydrogeologist licensed in the State of Washington with experience in the analyses required for the relevant hazard(s). For frequently flooded areas, a qualified professional may also be an architect where provided by state or federal law.
2. A qualified professional for wetlands must have a minimum of five years experience in wetland science including experience preparing wetland reports for review by regulatory agencies.

Reasonably Funded. A mitigation measure or other transportation system improvement scheduled for completion and designated as funded upon adoption of the most recent version of the Six-Year Street Plan.

Reasonably Safe from Flooding. Development that is designed and built to be safe from flooding based on consideration of current flood elevation studies, historical data, high water marks and other reliable data known to the community. In unnumbered A zones where flood elevation information is not available and cannot be obtained by practicable means, “reasonably safe from flooding” means that the lowest floor is at least two feet above the highest adjacent grade.

Recreational Vehicle. A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled or permanently towable by a light-duty truck, and designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regional Industry. An industrial or commercial land use which provides significant community-wide or regional economic benefit through the creation of new economic growth and employment opportunity.

Regional Public Facility. A land use which is designed to serve the needs of the community or region affected by the impact(s) of development. Regional Public Facilities include: airports, colleges, hospitals, regional parks or community centers.

Regulatory Flood. The flood used to define the outer boundary lines of the Flood Fringe. The 100-year flood will be the regulatory flood for the purposes of regulations contained in this title, but a lesser or greater flood limit may be set in any ordinance applying FF (Flood Fringe) or FW (Floodway) zoning to any land. The regulatory flood shall be based upon Flood Insurance Rate Maps (FIRMs) provided by the Federal Insurance Administration (FIA).

Remodel. An internal or external modification to an existing building or structure that does not increase the site coverage.

Remove or Removal. The act of removing a tree by digging up, cutting down or any act which causes a tree to die, significantly impacts its natural growing condition and/or results in diminished environmental benefits or a hazard tree: including but not limited to, damage inflicted on the root system by machinery, storage of material or soil compaction, changing the ground level in the area of the tree's root system, damage inflicted on the tree permitting infections or infestation, excessive pruning, paving with concrete, asphalt or other impervious material within the drip-line or any other action deemed harmful to the tree.

Residential Care Home. Any state or federally approved dwelling used as a residence for the care or rehabilitation of dependent children, the elderly, and the physically and/or mentally handicapped. Residential care homes shall provide care for six or fewer residents.

Residential Care Center. Any state or federally approved facility, other than a clinic, used as a residence for the care or rehabilitation of dependent children, the elderly, and the physically

and/or mentally handicapped. Residential care centers shall provide care to seven or more residents.

Restoration. Measures taken to restore an altered or damaged natural feature including:

- A. Active steps taken to restore damaged critical areas or their buffers to the functioning condition that existed prior to an unauthorized alteration; and
- B. Actions performed to reestablish structural and functional characteristics of the critical area that have been lost by alteration, past management activities, or catastrophic events. See also wetland creation, re-establishment, and rehabilitation.

Right-of-Way, Public. The property held by the city or other governmental jurisdiction for existing and/or future public access including land occupied or intended to be occupied by a street, crosswalk, pedestrian and bike paths, railroad, road, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, street trees or other special use. The usage of the term right-of-way for land division purposes shall mean that every right-of-way hereafter established and shown on a plat or map is to be separate and distinct from the lots or parcels adjoining such right-of-way and not included within the dimensions or areas of such lots or parcels.

Riparian area. The area adjacent to aquatic systems with flowing water (e.g., rivers, perennial or intermittent streams, seeps, springs) that contains elements of both aquatic and terrestrial ecosystems which mutually influence each other. Riparian areas are defined differently in and for the purposes of the Vancouver Shoreline Management Master Program.

Riparian Management Area and Riparian Buffer. The regulated areas that include the land from the ordinary high water mark to a specified distance as measured horizontally in each direction. The Riparian Management Area is adjacent to the lake, stream or river, and the Riparian Buffer is adjacent to the Riparian Management Area. See Figure 20.740-1 at VMC [20.740.110\(A\)](#) or Figure 20.170.030-6 at VMC [20.170.030\(I\)](#).

Road. Means the same as street.

Roof. The exterior surface and its supporting structure on the top of a building.

Roof Line. The uppermost line of the roof of a building or, in the case of an extended facade, the uppermost height of said facade.

Runway. A defined area at an airport designed and constructed to accommodate the landing and takeoff of aircraft along its length.

Satellite Earth Station. The facilities used for reception and processing of programming services from a satellite prior to transfer to terrestrial distribution systems or for processing of programming and services from a terrestrial source before transmission via satellite.

School. An institution primarily engaged in academic instruction for all or part of the K through 12 educational program, public, parochial or private, and recognized or approved as such by the state. A school may also include the following uses: common accessory uses such as associated meeting rooms, auditoriums, athletic facilities and support facilities related to school district operations (e.g., offices, kitchens, counseling centers, head start, childcare, adult education, and family support centers) except for transportation, warehouse/storage, and maintenance facilities.

School, Pre. An institution primarily in child training and academic instruction prior to the mandatory first grade.

School, Specialized Instructional. An institution providing instruction and training in a specific service, art, dance, driving, and music. Includes vocation or trade such as business, real estate, travel, auto machinery repair, welding, and skill center.

Search Ring. Regarding wireless communications facilities, a geographic area identified by the communications service provider as necessary within which to locate a wireless facility or to enhance or expand its service.

Secure Community Transition Facility. A residential facility for persons civilly committed and conditionally released from a total confinement facility, operated by the Secretary of Washington Social and Health Services or under contract with the secretary pursuant to RCW [71.09.020\(10\)](#) as described in RCW [71.09.250](#) or as amended.

Sensitive Areas. For the purposes of Chapter [20.770](#) VMC Tree, Vegetation, and Soil Conservation, this includes streams, geologically hazardous areas, fish and wildlife habitat areas, wetlands, and their associated buffers.

Sensitive Resources. Any of the following types of sensitive areas and resources or cultural resources, when properly identified, designated or recorded as such by the applicable local, state or federal regulations:

1. Known archaeological and historical sites (to be recorded with the state);
2. Fish and Wildlife Habitat Conservation Areas (as identified in VMC [20.740.110](#));
3. Frequently Flooded Areas (as identified in VMC [20.740.120](#));
4. Geological Hazard Areas (as identified in VMC [20.740.130](#));
5. Wetlands (as identified in VMC [20.740.140](#)); and
6. Tree tracts, set aside for the preservation of tree groves, as defined in VMC [20.770](#) and approved by the city's Urban Forester; and
7. Riparian areas, as identified in the Vancouver Shoreline Management Master Program.
8. Natural soils and native vegetation preserved as part of a low impact development.

SEPA. State Environmental Policy Act, as amended.

SEPA Rules. Chapter [197-11](#) WAC, as adopted, revised, and amended by Ecology.

Service Area. A geographic area described in the city capital facilities plan in which a defined set of public facilities provides service to development within the area, provided, that the service area for schools shall be the applicable school district. Service areas may be separately described for each type of public facility.

Serviceable. For the purposes of 20.775 VMC, Wetland and Water Bodies Protection, serviceable means presently usable.

Setback. The minimum allowable horizontal distance from a given point or line of reference, such as a property line, to the nearest vertical wall or other element of a building or structure or edge of vehicle parking area as defined herein. Where a sidewalk or private roadway is placed in an easement, the setback shall be measured from the back of sidewalk or edge of easement if there is no sidewalk.

Sexually-Oriented Adult Arcade and Sexually Oriented Adult Arcade Premises. Any premises on which any sexually-oriented adult arcade device is located and to which patrons, customers, and/or members of the public are admitted.

Sexually-Oriented Adult Arcade Device. Also known as panorama, preview, picture arcade, or peep show, any device which, for payment of a fee, membership fee or other charge, is used to

exhibit or display a picture, view, film, videotape or videodisc, live show or other graphic display of specified anatomical areas. All such devices are denominated under this ordinance by the term sexually-oriented adult arcade device.

Sexually-Oriented Adult Entertainment. Any entertainment conducted in a public place of amusement where such entertainment involves a person appearing or performing in a state of nudity, as defined herein.

Sexually-Oriented Adult Entertainment Premises. Any premises to which the public, patrons or members are invited or admitted and wherein an entertainer provides sexually-oriented adult entertainment on a regular basis and as a substantial part of the business operation.

Shorelines of the State. Shorelines as defined in the Shoreline Management Master Program.

Short Plat. A map or representation of a short subdivision.

Short-Term Rental. A dwelling unit or individual rooms within a dwelling unit that are rented to a guest(s) by a short-term rental operator for fewer than 30 consecutive days. A short-term rental is not considered a hotel, motel or bed and breakfast.

Short-Term Rental Operator. Any person who receives payment for owning or operating a dwelling unit, or portion thereof, as a short-term rental unit.

Sidewalk. A facility made of concrete or other approved material for the conveyance of pedestrians usually adjacent to a street or between streets.

Sign. Any structure, device, advertisement, advertising device or visual representation intended to advertise, identify or communicate information to attract the attention of the public for any reason.

Sign Area. Means the entire area of a sign on which graphics, letters, figures, symbols, trademarks and/or text is to be placed, excluding sign structure, architectural embellishments and framework. Sign area is calculated by measuring the perimeter enclosing the extreme limits of the module or sign face containing the graphics, letters, figures, symbols, trademarks, and/or text; provided, however, the area of any sign using individual letters, numbers or symbols with a canopy, awning or wall as the background, without added decoration or change in the canopy, awning or wall, shall be the area within the shortest line drawn to include all letters, design and tubing which are a part of the sign or structure. For illuminated awnings the

area shall be limited to the area within the shortest line drawn to include all copy and graphics, excluding illuminated areas outside of these lines.

Sign, Awning. A sign attached to or incorporated into an awning.

Sign, Billboard. An outdoor advertising structure, 12 foot by 25 foot or larger, designed and constructed to carry posters.

Sign, Business Complex. A sign which is typically free-standing and is designed to identify multiple businesses in a business complex.

Sign, Canopy. A sign attached to or incorporated into a canopy.

Sign, Commercial. Any sign that advertises a product, service, entertainment or commodity sold or offered on the premises where it is located.

Sign, Complex. (Auto Dealership Plan District). A sign with the purpose of identifying the area and/or containing more than one manufacturers brand.

Sign, Construction. A temporary sign giving the name or names of principal contractors, architects, lending institutions, or other persons or firms responsible for construction on the site where the sign is located, together with other related information.

Sign, Directional. A sign designed and erected solely for the purpose of traffic or pedestrian direction, and which is placed on the property to which or on which the public is directed.

Sign, Electronic Message Center (EMC). Electronic message center (EMC) means an electrically activated sign whose message content, either in whole or in part, may be changed by means of electronic programming.

Sign, Elevation. Regarding sign regulations, the portion of any building exterior enclosing the applicant's place of business, measured horizontally by width of occupancy and vertically by height of occupancy on the street building frontage. In the case of a single-story building, vertical height of occupancy is measured to the eave or parapet line. For partial occupancy in a multi-story building, vertical height of occupancy is measured from floor line to floor line.

Sign Face. Means the portion of the sign on which the graphics, letters, figures, symbols, trademark or text is placed.

Sign, Fascia. A flat sign which projects less than one foot from the face or wall of the building, including parapet, upon which it is affixed, painted or attached, running parallel for its whole length to the face or wall of the building, and which does not extend beyond the horizontal width of such building.

Sign, Flashing. Any sign which contains an intermittent or flashing light source or which includes the illusion of intermittent or flashing light by means of animation or an externally-mounted intermittent light source. Time and temperature signs are excluded from this definition. For the purpose of this Title, EMC's (consistent with the standards of VMC Section [20.960.060](#) I and Section [20.960.070](#) I) shall not be considered flashing signs.

Sign, Franchise. (Auto Dealership Plan District). A sign that identifies the manufacturers brand and/or name.

Sign, Free Standing. (Pole Signs and Monument Signs). A sign that is not attached to a building and is erected on a frame connected to the ground. Pole signs and monument signs are specific types of freestanding signs. A freestanding sign does not include a portable sign.

Sign Height. The vertical distance measured from grade at the point of support to the top of the sign or the sign's structure.

Sign Maintenance. The repair or refurbishment of a sign, sign structure or any part of each.

Sign, Marquee. A sign attached to or incorporated into a marquee.

Sign, Messages Without a Cabinet, Area of. The area of any single geometric shape which encompasses all lettering and/or graphic message.

Sign, Monument. Means a sign and supporting structure which is attached to the ground and has similar top and bottom dimensions and is constructed as a solid structure or one which gives the appearance of a continuous and unbroken mass, with no separations between the sign and the base.

Sign, Multi-faced. A sign with more than one face. These types of signs shall be considered one (1) sign for the purpose of determining the number of signs allowed.

Sign, NIT. A measurement of brightness used to rate luminous displays. NIT is expressed in "candelas per square meter".

Sign, Official. Means the same as Public-Sector Sign.

Sign, Off-Premises. A third-party sign that advertises goods, products, services or facilities or directs persons to a location different from where the sign is installed.

Sign, On-Premises. A sign which carries only advertisement strictly incidental to a lawful use of the premises on which it is located, including signs or sign devices indicating the business transacted, services rendered, goods sold or produced on the premises, name of the business, and name of the person, firm or corporation occupying the premises.

Sign, Pole. A sign that is supported permanently upon the ground by poles or braces and not attached to any building.

Sign, Political Campaign. Any temporary sign which displays the name and/or picture of an individual seeking election or appointment to a public office or which pertains to a forthcoming public election or referendum or which advocates political views or policies.

Sign, Portable – Permanent. Permanent portable signs shall be defined as “onsite” signs placed in the right-of-way along the business frontage and on the same side of the street of the building or establishment which it advertises. Permanent portable signs shall be meant for continuous display during the hours the business is open and shall have the primary purpose of identifying the business.

Sign, Portable – Temporary. Temporary portable signs shall be defined as “off-site” signs placed in the right-of-way advertising an approved business or use. Temporary portable signs shall be displayed during the hours the business is open and shall have the sole purpose of identifying the business or providing directions.

Sign, Private Non-Commercial. Any sign under 6 square feet that does not advertise a product, service, entertainment, or commodity sold or offered on the premises where it is located.

Sign, Projecting. Shall mean any sign other than a wall sign, which is attached to or projects 12 inches or more from a structure or building face or wall.

Sign, Public-Sector. Any sign erected by any federal, state, county or city governmental agency or at the direction of any such governmental agency or court.

Sign, Public Service Information. A sign that provides general public service information to the public such as time, date, temperature, weather or directional information.

Sign, Reader Board. A sign constructed for the placing of advertising messages, which messages are changeable by use of manually removable or electrically changeable letters.

Sign, Rooftop. A sign erected upon the roof of a building, the entire face of which is situated above the roof line of the building to which it is attached, and which is wholly or partially supported by said building.

Sign, Rotating. A sign, any portion of which moves or is movable by any mechanical manner.

Sign, Secondary. A second free-standing sign on a given frontage in excess of 300 linear feet.

Sign, Sidewalk. A portable sign, typically in the shape of an inverted V, with two sign boards attached to each other at the top of the sign; also known as a sandwich board or A-frame sign. Each board shall be considered a separate sign face for purposes of determining allowable area of sign.

Sign, Temporary. Any sign that is not permanently installed or affixed to any sign structure or building, and not displayed for longer than 30 consecutive calendar days. In the case of construction project signs, they may be maintained for the duration of construction.

Sign, Time and Temperature. Means the same as Public Service Information Sign.

Sign, Vehicle. Any sign attached to or placed on a parked vehicle or trailer used principally for advertising purposes, rather than transportation, but excluding signs relating to the sale, lease, or rental of the vehicle or trailer and excluding signs which identify a firm or its product on a vehicle operated during the normal course of business.

Sign, Video. A sign providing information in both a horizontal and vertical format (as opposed to linear), through use of pixel and sub-pixel technology having the capacity to create continuously changing sign copy in a full spectrum of colors and light intensities.

Sign, Wall. Means the same as Painted Wall or Wall Graphic.

Sign, Window. Any sign affixed to (or painted on) the inside or outside of a window and intended to be viewed from the exterior of the structure.

Single Impact. An individual incidence of noise, actually measured in decibels, which may be heard on a property and which may be greater or lesser than the Ldn value, which is derived from the logarithmic averaging of single impacts within a period of time.

Significance. A quality of a property which helps one understand the history of the local area, state or nation by illuminating the local, statewide or nationwide impact of the events or persons associated with the property or its architectural type or style in information potential. The local area may be as large as Clark County or Southwest Washington or as small as a neighborhood. Local significance may apply to a property that illustrates a theme that is important to one or more localities; state significance to a theme important to the history of the state; and national significance to property of exceptional value in representing or illustrating an important theme in the history of the nation.

Single Room Occupancy (SRO). Occupancy by a single individual of a unit that contains no sanitary facilities or food preparation facilities or contains either but not both types of facilities.

Site. Any plot or parcel of land or combination of contiguous lots or parcels of land.

Six-Year Street Plan. That portion of the city's Capital Facilities Plan which inventories planned street and road construction and improvement, and which designates such construction projects and improvements as funded or nonfunded.

Slope. The deviation of a surface from horizontal, usually expressed in percent or degrees.

SMA. The State Shoreline Management Act of 1971, as amended.

Soft Armoring Techniques. Techniques that apply the principles of the biological, ecological, and soils sciences and structural engineering to build structures which, using live plant materials as a main structural component, stabilize the soil against erosion, sedimentation, and flooding. Also referred to as "bioengineering techniques."

Sound Transmission Reduction. Reduction of sound or noise from unit to unit utilizing the standards of the City Adopted Building Code(s).

Special Provisions. Street construction requirements peculiar to a special project that are not otherwise thoroughly or satisfactorily detailed and set forth in the standard specifications or standard plans.

Special Valuation Tax Incentive Program. The local option program that makes available to property owners a special tax valuation for rehabilitation of historic register properties under which the assessed value of an eligible historic property is determined at a rate that excludes, for up to ten years, the actual cost of the rehabilitation.

Specified Anatomical Areas. Regarding Adult Businesses, less than completely and opaquely covered: human genitals, pubic region, buttock and female breast below a point immediately above the top of the areola; and human male genitals in a discernibly turgid state even if completely and opaquely covered.

Specified Sexual Activities. Regarding Adult Businesses, human genitals in a state of sexual stimulation or arousal; acts of human masturbation, sexual intercourse or sodomy; and fondling or other erotic touching of human genitals, pubic region, buttock or female breast.

Standard Industrial Classification (SIC). A classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget. This system was replaced by the North American Industrial Classification System (NAICS).

Start of Construction. The start of permanent construction or substantial improvement activity on a site within 180 days of the issuance of a building permit. Permanent construction activities include the pouring of slab or footings, the installation of pilings, construction of columns or any work beyond site preparation, excavation, setting of temporary forms or the placement of accessory buildings; or the placement of a manufactured home on a foundation. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

Stealth Design. A wireless communications facility's support structure, antennae or accessory equipment structure that is designed to blend in with the existing physical environment, and reduce visual impacts to the extent possible.

Storage, Open. Storage of property outside of a fully enclosed building.

Storage Space. Sufficient space, either in individual dwelling units or common storage rooms, to provide adequate, secure, and convenient storage for items owned by building tenants.

Stormwater. Stormwater is that portion of precipitation that does not naturally percolate into the ground or evaporate, but flows via overland flow, interflow, pipes and other features of a

stormwater drainage system into a defined surface waterbody or a constructed infiltration facility.

Stormwater Conveyance. Parts of a stormwater facility (such as pipes, culverts, swales, etc.) that are constructed specifically to transport water from one point to another. See Stormwater Facility.

Stormwater Facility. A constructed component of a stormwater drainage system, designed or constructed to perform a particular function or multiple functions. Stormwater facilities include, but are not limited to, pipes, swales, ditches, culverts, street gutters, detention ponds, retention ponds, constructed wetlands, infiltration devices, catch basins, oil/water separators, biofiltration swales, bioretention, permeable pavement, and vegetated roofs.

Stormwater Manual. Stormwater Manual means the Stormwater Management Manual for Western Washington, which is the 5-volume technical manual prepared by the Washington State Department of Ecology Water Quality Program, December 2014, Publication No. 14-10-055 (a revision of Publication No. 12-10-030), 5 volumes, and as hereafter amended.

Stormwater Permit. Stormwater Permit means the City of Vancouver's National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit issued August 1, 2013, which was modified, Effective January 16, 2014, by the Washington State Department of Ecology, and as hereafter amended or reissued.

Story. That portion of a building between the surface of any floor and the surface of the next floor above it; or, if there is no floor above it, the space between such floor and ceiling.

Stream. Water contained within a channel, either perennial or intermittent, and classified according to WAC [222-16-030](#) or WAC [222-16-031](#). Streams also include natural watercourses modified by humans. Streams do not include drainage ditches which are not modifications of natural watercourses.

Street. A private or public way designed primarily for vehicular traffic. It includes the terms road, highway, avenue, boulevard, thoroughfare, or other traffic way, and usually includes improvements, including curbs, sidewalks, and street pavement within the right-of-way.

Street Frontage. The linear frontage of a parcel of property abutting a single public street.

Street Functional Classification System. The adopted hierarchy of street use as it relates to volume, speed, regional, area-wide, and local characteristics.

Street, Private. A thoroughfare that is privately owned providing a means of access to a property or properties.

Street, Public. A thoroughfare or right-of-way dedicated, deeded, condemned or otherwise acquired by the public for use as such, other than an alley, which affords the principal means of access to abutting property including avenue, place, way, drive, lane, boulevard, highway, road, and any other thoroughfare.

Structure. Anything constructed or built, any edifice, building of any kind or any piece of work artificially built-up or composed of parts joined together in some definite manner, which requires location on the ground or is attached to something having a location on the ground, including swimming pools, wading pools and covered patios, excepting outdoor areas such as paved areas, walks, tennis courts and similar recreation areas. For the purposes of VMC [20.740.120](#), Frequently Flooded Areas, a structure is a walled and roofed building, or a gas or liquid storage tank that is principally above ground.

Subdivision. The division or re-division of land into ten or more lots for the purpose of sale, lease or transfer of ownership. The term subdivision also applies to an area or tract of land that has been subdivided.

Subdivision, Short. The division, re-division or partition of land into nine or fewer lots, tracts, parcels, sites or divisions for the purpose of sale, lease or transfer of ownership.

Substantial Damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

Substantial Disturbance. Disturbance such that little or no useful archaeological data could be obtained.

Substantial Improvement. Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure either:

1. Before the improvement or repair is started; or
2. If the structure has been damaged and is being restored, before the damage occurred.

“Substantial improvement” is considered to occur at the start of construction. “Substantial improvement” does not include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

Substantial Noise Impact. Exterior noise levels greater than Ldn 65, which impact necessitates special sound insulation to produce noise levels of 45 Ldn or less within the interior of a residential structure.

Survey, Archaeological. Regarding archaeological resource protection, a procedure by which an archaeologist makes a determination of the presence or absence of an archaeological site in a disturbance area, a preliminary assessment of the site’s potential significance, and a recommendation for further evaluation, avoidance, mitigation or recovery of resources in compliance with the provisions of [20.710](#) VMC.

System Development Charge (SDC). The connection fee charged so that the property upon which it is imposed will pay its equitable share of the costs of water-sewer system facilities which are system-wide in nature and are not site-specific needs, including such property’s equitable share of the amount required to upgrade such system to meet the demands imposed by the development.

System Improvements. Public facilities that are included in the capital facilities plan and are designed to provide service areas within the community at large, in contrast to project improvements.

Telecommuting. The use of telephones, computers or other similar technology to permit an affected employee to work at home or at a location closer to home than the affected employer’s principal worksite.

Temporary. A period not to exceed one year except as otherwise provided in this title.

Tenant Improvements. Construction improvements typically made to the interior of a nonresidential building to fit the building to a particular tenant's needs, or to create separate tenant spaces. Typically it involves such things as adding or removing walls, ceilings and doors; re-wiring for electrical outlets and lighting; and providing plumbing, sprinklers, counters and walk-in coolers, often as part of a separate lease space in a building.

Through-Ventilation. The encouragement of natural cross-ventilation.

Total Developable Land (TDL). That portion of the subject property remaining once sensitive areas are subtracted from the total acreage of a property or collection of properties proposed for development.

Tract. A piece of land set aside in a separate area for dedication to the public, a homeowner's association, or other entity, (e.g., open space, recreational facilities, and tree preservation) wetland or other sensitive lands.

Traffic Study. A study of traffic behavior by a licensed engineer.

Transit. A multiple-occupant vehicle operated on a for-hire, shared-ride basis, including bus, ferry, rail, shared-ride taxi, shuttle bus or vanpool.

Transit Facility. A development provided by a public transportation provider, which is designed to aid or encourage community use or multi-modal public transportation system, such as bus and van/carpools.

Transitional Surfaces. An area extending outward at 90 degree angles to an airport's runway centerline at a slope of seven feet horizontally for each foot vertically.

Transitional Zone. The areas beneath the transitional surfaces.

Transplant. The relocation of a tree from one place to another on the same property.

Tree. Any self-supporting perennial woody plant that matures at a height greater than 26 feet and is generally referred to in the nursery and landscape industry as a tree.

Tree Farm. See Commercial Nursery.

Tree, Hazard. Any tree with a combination of structural defect and/or disease and a proximity to persons or property which makes it subject to a high probability of failure, as recommended by a qualified arborist.

Tree, Mitigation. A tree planted and retained to achieve the required tree density for a parcel or to replace a tree removed in violation of city ordinance.

Tree, Nuisance. A tree that is causing physical damage to property or has been damaged by past maintenance practices, and for which horticultural practices cannot correct the problem.

Tree Preservation. The retention of a tree or trees during and after construction.

Tree, Specimen. A tree that has been given greater than standard tree density value by the planning official through the evaluation process.

Tree, Street. A tree located within a street right-of-way or street tree easement, adjacent to public or private streets, including undeveloped areas.

Tree Tract. A separate deeded tract of land, specifically set aside for the preservation and/or planting of trees. Stormwater retention/detention facilities, sensitive areas, and other common areas may be considered tree tracts if they currently support the growth of trees.

Tree Unit. A unit of measurement based upon the size of the tree as set forth in Chapter [20.770](#) VMC, Tree, Vegetation, and Soil Conservation.

Tree, Vegetation and Soil Plan. A plan that contains specific information pertaining to the protection of healthy soil, and the preservation, and planting of trees and native vegetation pursuant to Chapter [20.770](#) VMC, Tree, Vegetation, and Soil Conservation.

Tree, Vegetation and Soil Protection Area (TVSPA). A separate tract of land, which may or may not be deeded as such, specifically set aside for the preservation of healthy soils and the preservation or planting of existing and/or native vegetation and trees. Stormwater retention/detention facilities, critical area buffers and other common areas may be considered TVSPA if they currently or are improved to an extent where they can support healthy soils and the growth of native vegetation and trees. The purpose of these areas for preserving healthy soils, preserving and/or planting native vegetation and trees is stated on the face of the plat when applicable.

Tribe or Tribes. Regarding Archaeological Preservation, any federally-recognized or other local Native American government organization which may consider the site to be of historic or cultural significance.

Truck, Heavy. Trucks, including truck tractors and similar vehicles, with two or more rear axles.

Truck, Light. Trucks and similar vehicles with single rear axles and single rear wheels.

Truck, Medium. Trucks and similar vehicles other than truck tractors with single rear axles and dual rear wheels. Truck tractors are in the Heavy Truck category. (Ord. M-4325 § 3, 2020; Ord. M-4179 § 65, 2016; Ord. M-4034 § 2, 2012)

The Vancouver Municipal Code is current through Ordinance M-4392, passed November 21, 2022.

Disclaimer: The city clerk's office has the official version of the Vancouver Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.cityofvancouver.us](http://www.cityofvancouver.us)

City Telephone: (360) 487-8711

[Code Publishing Company](#)

20.160.020 Listing of Use Classifications.

A. Residential use types.

1. *Household Living.* Living facilities for small groups (households) of people who are related or unrelated, featuring self-contained units including facilities for cooking, eating, sleeping, and hygiene. Tenancy is longer than 30 calendar days. Household structures include single-family detached and attached dwellings; duplexes; multi-family dwellings; and modular and manufactured housing units. Most types of senior housing, (e.g., congregate care or assisted living) are considered to be household living if residents live in self-contained units, even if there are also shared facilities within the building. The maximum number of people who may reside in any given dwelling unit shall be determined by the city adopted building code.

2. *Group Living.* Living facilities for groups of individuals that include at least one person residing on the site who is responsible for supervising, managing, monitoring and/or providing care, training or treatment of residents. Larger group living facilities may also be characterized by shared facilities for eating, hygiene and/or recreation. Examples include nursing/convalescent homes, residential care homes or centers; single-room occupancy (SROs) facilities; sororities/fraternities and convents/monasteries. Tenancy is typically 30 days or more. Excludes detention and post-detention facilities (see subsection [\(E\)\(5\)](#) of this section, Detention and Post-Detention Facilities).

3. *Home Occupation.* Commercial, office or other economic activity wholly contained within the residence or accessory building within which it is located, and is clearly subordinate to the primary residential use.

4. *Medical Center Residential.* Extended stay facilities and medical center uses that typically occur in a residential setting, if approved through a Public Facilities Master Plan pursuant to Chapter [20.268](#) VMC. Examples include extended stay housing for employees and patient families and midwifery practices that occur in a single-family residential scaled structure. Maximum occupancy and other parameters may be determined through the master plan review process.

5. *Short-Term Rental.* A dwelling unit or individual rooms within a dwelling unit that are rented to a guest(s) by a short-term rental operator for fewer than thirty consecutive days.

B. *Civic use types.*

1. *Basic Utilities.* Unstaffed community infrastructure, including but not limited to water tanks, sewer pump stations, telephone exchanges, and electric power substations. Excludes facilities that include offices, service centers and/or material storage (See subsection [\(C\)\(6\)](#) of this section, Office, and subsection [\(D\)\(1\)](#) of this section, Industrial Services).
2. *Colleges.* Institutions of higher education. Accessory uses may include classrooms, laboratories, theaters, auditoriums, libraries, dormitories, eating facilities, bookstores, other small-scale retail, general offices, and parking. Excludes private, profit-making trade, and vocational schools (see subsection [\(C\)\(4\)\(b\)](#) of this section, Personal Services). Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.
3. *Community Centers.* Public, private, and nonprofit social, resource and multi-purpose facilities that are open to the public for free or fee (including membership fees). Examples include: community centers; senior centers; homeless day centers. Accessory uses may include offices, food preparation and service, child care, laundry facilities, showers, health assessments, classrooms and related activities.
4. *Community Recreation.* Public, private, and nonprofit recreational, social and multi-purpose facilities that are open to the public for free or fee (including membership fees). Examples include: health/fitness clubs; indoor or outdoor tennis/racquetball and soccer clubs and other sports fields; indoor/outdoor swimming pools; boat launches; golf courses, and shooting ranges. Accessory uses may include clubhouses, pro shops, offices, locker rooms, restaurants/delis/concession stands, child care facilities, restrooms, maintenance facilities, and parking. Excludes such facilities when collocated in a public park (see subsection [\(B\)\(9\)](#) of this section, Parks/Open Space); and certain types of indoor recreational facilities (see subsection [\(C\)\(3\)\(b\)](#) of this section, Indoor Entertainment).
5. *Cultural Institutions.* Public or nonprofit cultural facilities including libraries, museums, historic sites, and galleries.
6. *Day Care.*
 - a. *Child Care.* As defined by the Revised Code of Washington (RCW) State Statute:

i. *Family Child Day Care Home*. A facility where a person regularly providing care during part of the 24-hour day to 12 or fewer children in the family abode of the person or persons under whose direct care the children are placed.

ii. *Child Care Center*. A person or agency that provides care for 13 or more children during part of the 24-hour day.

b. *Adult Day Care*. Provision of daytime services, including respite, recreational, social and therapeutic activities, to disabled and/or elderly adults in a group setting.

Categories include:

i. *Residential Adult Day Care*. Provision of adult day care services for six or fewer handicapped and/or elderly adults, with or without compensation, in the home of the provider.

ii. *Institutional Adult Day Care*. Provision of adult day care services for seven or more handicapped and/or elderly adults either in a residential or institutional, e.g., nursing home, setting.

7. *Emergency Services*. Public safety facilities including police and fire stations, and emergency communications, but not including ambulance services.

8. *Medical Centers*. Facilities providing inpatient, outpatient, emergency, and related ancillary services to the sick and infirm, including drug and alcohol treatment. Usually developed in campus setting. Accessory uses may include diagnostic and treatment facilities; laboratories; surgical suites; kitchen/food service facilities; laundry; housekeeping and maintenance facilities; administrative offices; and parking. Medical centers may also include free-standing offices for hospital-based and/or private-practice physicians and other allied health care professionals; these medical office buildings are regulated as offices. (see subsection [\(C\)\(6\)\(b\)](#) of this section) Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.

9. *Parks/Open Space*. Lands that are maintained in a natural state and/or developed that are designed for public active and passive recreation. Examples include parks, public squares, recreational trails and nature preserves. Does not include areas in active

cultivation (see subsection [\(E\)\(1\)](#) of this section, Agriculture/Horticulture); or cemeteries (subsection [\(E\)\(4\)](#) of this section, Cemeteries).

- a. *Neighborhood parks.* Small parks usually no greater than five acres designed to serve the immediate neighborhood. Access is on foot or bicycle with little or no on-site parking provided. Accessory uses may include low-impact outdoor playing/practice fields (without associated parking), playgrounds, sports courts, picnic areas, educational/interpretive facilities, walking/jogging paths, restrooms, and seating areas. May collocate with schools.
- b. *Community parks.* Larger parks typically 15 acres or larger designed to serve a larger geographic area than a neighborhood park. Access is on foot and by bicycle, transit, and vehicle. May contain one or more Community Recreation uses as defined in subsection [\(B\)\(4\)](#) of this section. Other accessory uses may include walking/jogging trails; picnic shelters; outdoor performance facilities; off-leash dog, bicycle, and skateboard parks; sports courts, community gardens; bicycle, pedestrian, and transit amenities; educational/interpretive facilities; viewpoints; concessions; restrooms; caretaker and maintenance facilities; and parking. May collocate with schools.
- c. *Regional parks.* Any park greater than 100 acres designed to serve regional needs. Accessory uses include any of the facilities found in neighborhood and community parks.
- d. *Trails.* Publicly accessible walking, jogging or bike trails that extend beyond the boundaries of a single subdivision or development project. Accessory uses may include signage/maps; interpretive centers; viewpoints; and trailhead facility, restrooms, and parking. Does not include trails or portions of trails created as part of Neighborhood, Community and Regional Parks.

10. *Postal Service.* Refers to postal services and processing as traditionally operated by the U.S. Postal Service. Such facilities include customer sales, mail sorting, and fleet truck storage. Excludes profit-making parcel post or mail services (see subsection [\(C\)\(4\)\(b\)](#) of this section, General Retail, Personal Services).

11. *Religious Institutions.* Permanent places of religious worship that may include related accessory uses that are clearly incidental and secondary to religious worship, congregation, and teaching such as administrative offices; child care centers/pre-schools; classrooms for

religious instruction; auditoriums; social halls; rectories; and gymnasiums, playgrounds and other recreational facilities. May include on-site functions related to ministry to the poor such as emergency overnight shelter, food service, group meals and food and clothing pantries.

12. *Schools*. Public and private pre-school, kindergarten, elementary, middle, and high schools. Accessory uses include administrative offices; classrooms and laboratories; kitchen/cafeterias; auditoriums; gymnasium, swimming pools; playing fields and related indoor and outdoor physical education facilities; and storage and maintenance facilities. The programs and activities of other public and nonprofit organizations including those associated with adult education, after-school care, recreation and social services may collocate in a school facility. Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.

13. *Social/Fraternal and Clubs/Lodges*. Nonprofit organizations with social, philanthropic and/or recreational functions and activities.

14. *Transportation Facilities*. Bus, trolley, street car; light and heavy rail transit stops and stations; water taxi and ferry stations; and accessory bicycle parking. Excludes airports (see subsection [\(E\)\(2\)](#) of this section, Airports/Airparks); public streets and sidewalks; and heavy and light rail maintenance/switching yards (see subsection [\(D\)\(3\)](#) of this section, Railroad Yards); and heliports (see subsection [\(E\)\(7\)](#) of this section, Heliports). Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.

15. *Park & Ride Facilities*. Park & Ride facilities means parking facilities that serve motorists transferring to or from urban public transportation vehicles or private car-pool vehicles.

C. *Commercial use types*.

1. *Commercial and Transient Lodging*. Residential facilities such as hotels, motels, rooming houses, bed-and-breakfast establishments, and homeless shelters where tenancy is typically less than one month. May include accessory meeting, convention facilities, and food preparation and service.

2. *Eating and Drinking Establishments.* Establishments that sell prepared food and beverages for consumption on site or take-away including restaurants, delicatessens, bars, taverns, brew pubs, espresso bars, and group meal service.

3. *Entertainment-Oriented.*

a. *Adult Entertainment.* Facilities including adult motion picture theaters; adult video/book stores; and topless, bottomless, and nude dance halls which include materials and activities characterized or distinguished by an emphasis on matters depicting specified sexual activities or anatomical areas.

b. *Indoor Entertainment.* Commercial indoor facilities such as bowling alleys, arcades, trampoline or bounce house facilities, shooting ranges, movie, and live performance theaters.

c. *Major Event Entertainment.* Facilities such as auditoriums, stadiums, arenas, amphitheaters, convention centers, and race tracks which provide athletic, cultural or entertainment events and exhibits for large groups generally exceeding 1,000 spectators.

4. *General Retail.*

a. *Sales-Oriented.* Establishments which provide consumer-oriented sales, leasing and rental of consumer, home and business goods including art; art supplies; bicycles; clothing; dry goods; electronic equipment; fabric; gifts; groceries; hardware; household products; jewelry; pets and pet products; pharmaceuticals; plant; printed materials; stationery; videos; and clothing and food pantries. Excludes large-scale consumer products (see subsection [\(C\)\(4\)\(d\)](#) of this section, Bulk Sales); and those sold primarily outdoors (see subsection [\(C\)\(4\)\(e\)](#) of this section, Outdoor Sales).

b. *Personal Services.* Establishments which provide consumer services such as banks and credit unions; barber and beauty shops; automated teller machines (ATMs) and related automated vending facilities; pet grooming; laundromats and dry cleaners; copy centers; photographic studios; specialized instructional schools; trade/vocational schools; massage therapy; acupuncture; and mortuaries.

c. *Repair-Oriented.* Establishments which engage in the repair of consumer and business goods including television and radios; bicycles; clocks; jewelry; guns; small

appliances and office equipment; tailors and seamstresses; shoe repair; locksmiths; and upholsterers.

d. *Bulk Sales*. Establishments which engage in the sales, leasing and rental of bulky items requiring extensive interior space for display including furniture, large appliances, and home improvement sales.

e. *Outdoor Sales*. Establishments that engage in sales requiring outdoor display and/or storage including lumberyards and nurseries.

5. *Motor Vehicle Related*.

a. *Motor Vehicle Sales/Rental*. Includes car, light and heavy truck, mobile home, boat and recreational vehicle sales, rental and service.

b. *Motor Vehicle Servicing/Repair*. Free-standing vehicle servicing and repair establishments including quick and general vehicle service, car washes and body shops not an accessory to new vehicle sales.

c. *Vehicle Fuel Sales*. Establishments engaging in the sale of gasoline, diesel fuel, and oil products for cars, trucks, recreational vehicles, and boats.

d. *Electric Vehicle (EV) Basic Charging Station*. A slow to medium level charging station for electric vehicles that is typically accessory to another use, such as single family residences, apartments, and businesses. Level 1 (120 volt AC) is considered slow charging. Level 2 (208 or 240 volt AC) is considered medium charging.

e. *Electric Vehicle (EV) Rapid Charging Station*. An industrial grade electrical outlet that allows for faster charging of electric vehicle batteries through higher power levels and that meets or exceeds any standards, codes, and regulations set forth by Chapter [19.28](#) RCW and consistent with rules adopted under RCW [19.27.540](#). Such stations are also known as Level 3 facilities and are considered fast or rapid charging (480-volt AC), and are generally available to the public.

f. *Electric Vehicle (EV) Battery Exchange Station*. A facility that will enable an electric vehicle with a swappable battery to enter a drive lane and exchange the depleted battery with a fully charged battery. Such exchange stations may use a fully automated

process, which meets or exceeds any standards, codes, and regulations set forth by Chapter [19.27](#) RCW.

6. *Office.*

a. *General Office.* Government, business and professional offices that operate during typical weekday hours. Examples include local, regional, state, and federal offices and agencies; veterinary clinics; medical and dental laboratories; blood collection centers; offices for attorneys, architects, accountants, engineers, stockbrokers, real estate agents, mortgage bankers, insurance brokers, and other consultants; headquarters offices; sales offices; radio, and television studios. Also includes painting, landscaping, building and janitorial contractors where the indoor storage of materials and equipment are incidental to the office use. If this storage exceeds 50 percent of occupied space, such uses are classified as Industrial Services (see subsection [\(D\)\(1\)](#) of this section). Offices that are part of and are located within a firm in another use category are considered accessory to the firm's primary activity. Also excludes medical office and related facilities (see subsection [\(C\)\(6\)\(b\)](#) of this section).

b. *Medical Office.* Offices for physicians, dentists, chiropractors, and allied health care professionals; free-standing outpatient health care facilities; urgency clinics; naturopathic, and homeopathic facilities; and home health organizations that provide on-site services to patients and that generally operate during typical peak weekday hours.

c. *Extended Office.* Offices that operate during nontraditional hours including evenings, nights, and weekends. Examples include taxis and other vehicles for hire, funeral homes and accessory crematoria, telemarketing/service centers and internet communication centers. Accessory uses may include fleet vehicle parking, communication switching and other equipment and limited storage of goods.

7. *Non-Accessory Parking.* Any private or public vehicle and bicycle parking, either paid or free, which is not accessory to a primary use. Includes public and private parking structures and lots; and free-standing fleet vehicle parking lots.

8. *Self-Service Storage.* Commercial operations that provide rental of storage space to the public. The storage areas are designed to allow private access by the tenant for storing or removing personal property. These facilities do not include outdoor storage or moving and

storage companies where there is no individual storage or where employees are primary movers of the goods to be stored (see subsection [\(D\)\(5\)](#) of this section, Warehouse/Freight Movement). No tenant may use a self-service storage facility for residential purposes. Self-service storage is synonymous with self-service storage facility and mini-storage.

9. *Marina*. A facility that provides secure moorings for recreational or commercial boats.

10. *Artisan and Specialty Goods Production*. Small scale businesses that manufacture artisan goods or specialty foods. Small manufacturing production aims at direct sales rather than the wholesale market. This small-scale manufacturing use is intended to be allowed where compatible with the commercial and residential fabric of the city center. An allowance for public viewing or customer service space is required with artisan and specialty goods production. This use category includes the following uses: Sugar and confectionary, fruit and vegetable preserving and specialty foods, bakeries and tortilla manufacturing; artisan leather, glass, cutlery, hand tools, wood, paper, ceramic, textile and yarn products; microbreweries, microdistilleries, and wineries. Refer to Commercial and Mixed-Use Districts Use Table 20.430.030-1 and Special Limitations on Uses, VMC [20.430.050](#).

D. *Industrial use types*.

1. *Industrial Services*. Includes the repair and servicing of industrial and business machinery, equipment and/or products. Examples include welding shops; machine shops; sales, repair, storage, salvage or wrecking of heavy machinery, metal and building materials; towing and vehicle storage; auto and truck salvage and wrecking; heavy truck servicing and repair; tire recapping and retreading; truck stops; building, heating, plumbing or electrical contractors; exterminators; janitorial and building maintenance contractors where the indoor storage of materials is more than incidental to the office use (see subsection [\(C\)\(6\)\(a\)](#) of this section); fuel oil distributions; solid fuel yards; laundry, dry-cleaning and carpet cleaning plants; and photo-finishing laboratories.

2. *Manufacturing and Production*. Includes production, processing, assembling, packaging or treatment of semi-finished or finished products from raw materials or previously prepared materials or components. Manufacturing production is intended for the wholesale market rather than for direct sales.

3. *Railroad Yards*. A terminus of several light or heavy railroad lines where the loading, unloading, transshipment, switching, maintenance, and storage of rail cars is undertaken.

4. *Research and Development.* Facility featuring a mix of uses including office, research laboratories, and prototype manufacturing. If the use contains no on-site manufacturing component, then it is considered General Office (see subsection [\(C\)\(6\)\(a\)](#) of this section).
5. *Warehouse/Freight Movement.* Uses involved in the storage and movement of large quantities of materials or products indoors and/or outdoors; associated with significant truck and/or rail traffic. Examples include free-standing warehouses associated with retail furniture or appliance outlets; household moving and general freight storage; food banks; cold storage plants/frozen food lockers; weapon and ammunition storage; major wholesale distribution centers; truck, marine and air freight terminals and dispatch centers; bus barns; grain terminals; and stockpiling of sand, gravel, bark dust or other aggregate and landscaping materials.
6. *Waste-Related.* Uses that receive solid or liquid wastes from others for disposal on the site or for transfer to another location, uses that collect sanitary wastes or uses that manufacture or produce goods or energy from the composting of organic material. Examples include: recycling/garbage transfer stations; landfills; composting, energy recovery and sewage treatment plants; and hazardous waste handling and transfer facilities that do not treat or dispose of hazardous waste, as that term is defined in the Code of Federal Regulations, Title [40](#), Part 261. Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act. Hazardous waste or disposal facilities are not included in this classification and are therefore not permitted in the city of Vancouver.
7. *Wholesale Sales.* Involves sales, leasing or rental of equipment or products primarily intended for industrial, institutional or commercial businesses. Businesses may or may not be open to the general public, but sales to the general public are limited. Examples include the sale or rental of machinery, equipment, building materials, special trade tools, welding supplies, machine parts, electrical supplies, janitorial supplies, restaurant equipment, and store fixtures; mail order houses; and wholesalers of food, clothing, auto parts, and building hardware.
8. *Major Utility Facilities.* Those facilities which have a substantial public impact, including but not limited to: sewage treatment plants and lagoons; electric generation facilities including biomass and coal energy generating facilities; and essential public facilities as defined in Chapter [20.855](#) VMC, Essential Public Facilities.

E. *Other use types.*

1. *Agriculture/Horticulture.* Open areas devoted to the raising of fruits, vegetable, nuts, nursery stock and/or flowers, including community gardens; may include on-site sales of products grown on the site. Excludes nurseries (see subsection [\(C\)\(4\)\(e\)](#) of this section, Outdoor Sales).
2. *Airports/Airparks.* Includes aircraft runways, landing strips and uses supporting airport operations such as control towers, hangars, and fuel storage facilities. Also includes uses incidental to airports such as aerial mapping; air cargo warehousing and distribution, airport pilot training schools; aircraft sales and repair; aviation clubs and museums; and public transportation transfer areas. Such a facility that has “regional” or “state-wide” significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.
3. *Animal Kennel/Shelters.* Animal kennel and shelter facilities for the overnight boarding of dogs, cats and other domestic pets. Excludes dog day care (see subsection [\(E\)\(6\)](#) of this section, Dog Day Care); and veterinary clinics (see subsection [\(C\)\(6\)\(a\)](#) of this section, General Offices).
4. *Cemeteries.* Facilities for storing human remains. Accessory uses may include chapels, mortuaries, crematoria, mausoleums, administrative offices, maintenance facilities, and parking.
5. *Detention and Post-Detention Facilities.* Uses which have the characteristics of Group Living but are devoted to the housing, training and supervision of those under judicial detention. Examples include prisons; jails; probation centers; juvenile detention homes; and related post-incarceration and half-way houses. Such a facility that has regional or state-wide significance is classified as an Essential Public Facility by the provisions of the Growth Management Act.
6. *Dog Day Care.* Dog Day Care shall mean any premises containing four or more dogs, which are five months or older, where these domestic animals are dropped off and picked up daily for temporary care on site and where they may be groomed, trained, exercised, and socialized, but are not kept or boarded overnight, bred, sold or let for hire. Excludes Animal Kennel/Shelters (see subsection [\(E\)\(3\)](#) of this section, Animal Kennel/Shelters).

7. *Heliports*. Public or private facilities designed for the landing, departure, storage, and fueling of helicopters.
8. *Mining*. Uses that mine or extract mineral or aggregate resources from the ground for off-site use. Accessory uses may include storage, rock crushing, sorting, and transfer facilities.
9. *Rail Lines/Utility Corridors*. The regional corridors in public or private ownership dedicated for use by rail lines; above-grade or underground power or communication lines; water, sewer and storm sewer lines or similar services.
10. Temporary Uses
11. *Wireless Communication Facilities*. Includes publicly and privately owned towers and related transmitting equipment for television; FM/AM radio; cellular and two-way radio and microwave transmission; and related ancillary equipment buildings. Does not include radio/television transmission facilities that are part of the public safety network (see subsection [\(B\)\(7\)](#) of this section, Emergency Services). Does not include amateur (ham) radio antennas or towers. (Ord. M-4187 § 3, 12/05/2016; Ord. M-4103 § 4, 11/17/2014; Ord. M-4024 § 5, 09/10/2012; Ord. M-4002 § 4, 12/05/2011; Ord. M-3959 § 4, 07/19/2010; Ord. M-3931, Amended, 11/19/2009; Ord. M-3931 § 1, 11/02/2009; Ord. M-3922 § 3, 07/06/2009; Ord. M-3847 § 2, 11/19/2007; Ord. M-3832 § 2, 06/18/2007; Ord. M-3701 § 3, 05/02/2005; Ord. M-3663 § 3, 08/02/2004; Ord. M-3643, 01/26/2004)

The Vancouver Municipal Code is current through Ordinance M-4392, passed November 21, 2022.

Disclaimer: The city clerk's office has the official version of the Vancouver Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

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20.210.030 Exempt Activities.

A. *Exemptions.* Unless specified elsewhere in this title, the following development activities are exempt from the procedural requirements of this chapter:

1. Landscaping or landscape alterations, unless such landscaping or alterations would require a permit or approval pursuant to this title or modify or violate an approved plan, plat or a condition of approval of a prior permit. In such instance of modification, the permit shall be processed as a modification of the prior permit under Section [20.210.140](#) VMC, a plat alteration or other applicable procedure.
2. Normal or emergency repair or maintenance of public or private buildings, structures, landscaping or utilities.
3. A change of any legally-established use except if the change of use requires an increase in the number of parking spaces provided, requires a conditional use permit under Chapter [20.245](#), requires Type I or Type II site plan approval under Chapter [20.270](#) VMC, Site Plan Review, or is otherwise classified in this title as a Type I, II, III or IV action.
4. Building permits required pursuant to the City Adopted Building Code for construction not requiring a development application under Title [20](#).
5. On-site utility permits not obtained in conjunction with a specific development application, including but not limited to sewer hook-ups, water hook-ups, right-of-way permits, grading permits, and fire department permits.
6. Home occupation permits.
7. Sign permits.
8. Approval of escrow agreements/accounts.
9. All developments and buildings that are engaged in agriculture as defined in Chapter [20.160](#) VMC, Use Classifications.
10. Interior remodeling and tenant improvements unless site plan review is triggered under Section [20.270.020\(C\)](#) or [\(D\)](#).

11. Independent archaeological predeterminations or surveys not associated with a development application.

12. Short-Term Rental permits

B. *Other regulations apply.* Exemptions in (A) above are subject to all other applicable standards and requirements of the Vancouver Municipal Code. (Ord. M-3692 § 12, 02/28/2005; Ord. M-3643, 01/26/2004)

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20.410.030 Uses.

A. *Types of uses.* For the purposes of this chapter, there are four kinds of use:

1. A permitted (P) use is one that is permitted outright, subject to all of the applicable provisions of this title.
2. A limited (L) use is permitted outright providing it is in compliance with special requirements, exceptions or restrictions.
3. A conditional use (C) is a discretionary use reviewed through the process set forth in Chapters [20.245](#) and [20.210](#) VMC, governing conditional uses and decision-making procedures, respectively.
4. A prohibited use (X) is one that is not permitted in a zoning district under any circumstances.

B. *Use table.* A list of permitted, limited, conditional, and prohibited uses in low-density residential districts is presented in Table 20.410.030-1.

Table 20.410.030-1. Lower-Density Residential Districts Use Table

USE	R-2	R-4	R-6	R-9	R-17
RESIDENTIAL					
Household Living	P ¹	P ¹	P ¹	P ¹	P ¹
Group Living	P/X ¹	P/X ¹	P/X ¹	P/X ¹	P/X ¹
Home Occupation	L ²	L ²	L ²	L ²	L ²
Medical Center Residential	L ²³	L ²³	L ²³	L ²³	L ²³
Short-Term Rental	L²⁶	L²⁶	L²⁶	L²⁶	L²⁶
HOUSING TYPES					
Single Dwellings, Attached	L ¹⁸	L ¹⁸	L ¹⁸	L ¹⁸	L ¹⁸
Single Dwellings, Detached	P	P	P	P	P

USE	R-2	R-4	R-6	R-9	R-17
Accessory Dwelling Units	L ⁴	L ⁴	L ⁴	L ⁴	L ⁴
Duplexes ²²	L ²¹	L ²¹	L ²¹	L ²¹	L ²⁴
Multi-Dwelling Units	X	X	X	X	L ²⁴
Existing Manufactured Home Developments	L ⁵	L ⁵	L ⁵	L ⁵	L ⁵
Designated Manufactured Homes	L/X ¹⁹	L/X ¹⁹	L/X ¹⁹	L/X ¹⁹	L/X ¹⁹
New Manufactured Homes	L ²⁰	L ²⁰	L ²⁰	L ²⁰	L ²⁰
Cottage Cluster Housing	p ²⁵	p ²⁵	p ²⁵	p ²⁵	X
CIVIC (Institutional)					
Basic Utilities	C	C	C	C	C
Colleges	C	C	C	C	C
Community Centers	X	X	X	X	X
Community Recreation	C ⁶	C ⁶	C ⁶	C ⁶	C ⁶
Cultural Institutions	P/C ⁷	P/C ⁷	P/C ⁷	P/C ⁷	P/C ⁷
Day Care					
– Family Day Care Homes	p ⁸	p ⁸	p ⁸	p ⁸	p ⁸
– Child Care Centers	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹
– Adult Day Care	L/C/X ⁹	L/C/X ⁹	L/C/X ⁹	L/C/X ⁹	L/C/X ⁹
Emergency Services (except ambulance services)	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹
Ambulance Services	X	X	X	X	X
Medical Centers	X	X	X	X	X
Parks/Open Space					

USE	R-2	R-4	R-6	R-9	R-17
– Neighborhood Parks	P	P	P	P	P
– Community Parks	P	P	P	P	P
– Regional Parks	C	C	C	C	C
– Trails	P	P	P	P	P
Postal Service	C	C	C	C	C
Religious Institutions	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹
Schools	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹	L/C ¹¹
Social/Fraternal Clubs	X	X	X	X	X
Transportation Facilities	C ¹²	C ¹²	C ¹²	C ¹²	C ¹²
COMMERCIAL					
Commercial and Transient Lodging	L/C/X ¹³	L/C/X ¹³	L/C/X ¹³	L/C/X ¹³	L/C/X ¹³
Eating/Drinking Establishments	X	X	X	X	X
Entertainment-Oriented					
– Adult Entertainment	X	X	X	X	X
– Indoor Entertainment	X	X	X	X	X
– Major Event Entertainment	X	X	X	X	X
General Retail					
– Sales-Oriented	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁴
– Personal Services	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁴	C ¹⁴
– Repair-Oriented	X	X	X	X	X
– Bulk Sales	X	X	X	X	X

USE	R-2	R-4	R-6	R-9	R-17
– Outdoor Sales	X	X	X	X	X
Motor Vehicle Related					
– Motor Vehicle Sales/Rental	X	X	X	X	X
– Motor Vehicle Servicing/Repair	X	X	X	X	X
– Vehicle Fuel Sales	X	X	X	X	X
– EV Basic Charging Stations (accessory only)	P	P	P	P	P
– EV Rapid Charging Stations (accessory only)	P	P	P	P	P
– EV Battery Exchange Stations	X	X	X	X	X
Offices					
– General	X	X	X	X	X
– Medical	X	X	X	X	X
– Extended	X	X	X	X	X
Nonaccessory Parking	X	X	X	X	X
Self-Service Storage	X	X	X	X	X
Marinas	C	C	C	C	C
INDUSTRIAL					
Industrial Services	X	X	X	X	X
Manufacturing and Production	X	X	X	X	X
Railroad Yards	X	X	X	X	X
Research and Development	X	X	X	X	X

USE	R-2	R-4	R-6	R-9	R-17
Warehouses/Freight Movement	X	X	X	X	X
Wholesale Sales	X	X	X	X	X
Waste-Related	X	X	X	X	X
Major Utility Facilities	X	X	X	X	X
OTHER					
Agriculture/Horticulture	P	P	P	P	P
Airports/Airparks	X	X	X	X	X
Animal Kennels/Shelters	X	X	X	X	X
Cemeteries	C ¹⁵	C ¹⁵	C ¹⁵	C ¹⁵	C ¹⁵
Detention and Post-Detention Facilities	X	X	X	X	X
Dog Day Care	X	X	X	X	X
Heliports	X	X	X	X	X
Recreational or Medical Marijuana Facilities	X	X	X	X	X
Medical Marijuana Cooperatives	X	X	X	X	X
Mining	X	X	X	X	X
Rail Lines/Utility Corridors	P	P	P	P	P
Temporary Uses	L ¹⁶	L ¹⁶	L ¹⁶	L ¹⁶	L ¹⁶
Wireless Communication Facilities	L/C/X ¹⁷	L/C/X ¹⁷	L/C/X ¹⁷	L/C/X ¹⁷	L/C/X ¹⁷

1 Residential care homes, state or federally approved, with six or fewer residents and any required on-site residential staff permitted by right; all larger group living uses prohibited.

2 Subject to the provisions of Chapter [20.860](#) VMC, Home Occupations.

3 *Reserved for future use.*

4 Subject to the provisions of Chapter [20.810](#) VMC, Accessory Dwelling Units.

5 Subject to the provisions of Chapter [20.880](#) VMC, Manufactured Home Parks. Manufactured home developments established prior to July 1, 2005, are exempt from the standards of VMC [20.410.050\(F\)](#), Criteria for Placement of Manufactured Homes, and may continue to exist and expand within existing previously approved boundaries. An existing manufactured home in a development or subdivision may be replaced or may be relocated either to an approved manufactured home development or an approved manufactured home subdivision.

6 Subject to provisions in VMC [20.895.040](#), Community Recreation and Related Facilities.

7 Libraries only permitted outright; all other cultural institutions are conditional uses.

8 Family day care homes for no more than 12 children are permitted when licensed by the state.

9 Adult day care facilities for six or fewer adults allowed as limited uses subject to compliance with the development standards governing home occupations, per VMC [20.860.020\(B\)\(1\)](#) through [\(B\)\(7\)](#); facilities with seven to 12 adults allowed as conditional uses; and larger facilities are prohibited.

10 *Repealed by M-4289.*

11 Schools, religious institutions, government buildings, fire stations, child care centers, and emergency services facilities that meet all of the criteria contained in VMC [20.410.050\(D\)](#) are permitted by right; all others require conditional use approval. Child care centers permitted by right shall be consistent with Chapter [20.840](#) VMC, Child Care Centers, and be subject to Type II review pursuant to VMC [20.210.050](#).

12 Except bus, trolley and streetcar stops, including bus shelters, which are allowed by right.

13 One- and two-bedroom bed-and-breakfast facilities are permitted outright and three- to six-bedroom bed-and-breakfast facilities are allowed as conditional uses, with all bed-and-breakfast facilities subject to provisions of Chapter [20.830](#) VMC, Bed and Breakfast Establishments. No more than six bedrooms are allowed under any circumstances. All other commercial lodging is prohibited.

14 Retail commercial uses limited to 1,500 gsf per use to a maximum of 5,000 square feet in planned developments of 150 units or more. See VMC [20.260.020\(B\)\(1\)\(b\)\(2\)](#).

15 Subject to provisions in VMC [20.895.030](#).

16 Subject to provisions in Chapter [20.885](#) VMC, except sales of fireworks which are prohibited in residential zones.

17 Building-mounted antennas are allowed by conditional use on nonresidential buildings in single-family residential zones subject to requirements contained in Chapter [20.890](#) VMC, Wireless Communication Facilities.

18 Subject to VMC [20.260.020\(B\)\(1\)\(a\)\(2\)](#), planned development, VMC [20.910.050](#), Zero Lot Line Developments, and Chapter [20.920](#) VMC, Infill Development Standards.

19 A “designated manufactured home” is exempt from the development standards of VMC [20.410.050\(F\)](#) and may continue to exist and expand. An existing unit may be replaced or may be relocated either to an approved manufactured home development or an approved manufactured home subdivision. After July 1, 2005, only “new manufactured homes” that also meet the “designated manufactured home” criteria will be permitted on individual lots not part of an existing approved manufactured home development or manufactured home subdivision, except that a new manufactured home placed on an individual lot after July 1, 2005, may be relocated as permitted by this title if within five years of the date of the original placement.

20 Subject to VMC [20.410.050\(F\)](#), Development Standards – Criteria for Placement of Manufactured Homes.

21 Subject to Chapter [20.920](#) VMC, Infill Development Standards.

22 Existing duplexes built on lots meeting the minimum infill lot size standards of Table [20.920.060](#)-1 shall be considered conforming uses even if not part of an infill development.

23 Medical center residential uses, as defined in VMC [20.160.020](#), are permitted outright if approved through a public facilities master plan per VMC [20.680.040](#).

24 Two-family dwellings (duplexes), three-family, or four-family dwellings are permitted subject to density and development standards of the R-17 district.

25 Pursuant to Chapter [20.950](#) VMC, Cottage Cluster Housing.

[26 Subject to the provisions in Chapter 20.835 VMC, Short-Term Rentals](#)

(Ord. M-4377 § 2(a), 2022; Ord. M-4325 § 3, 2020; Ord. M-4289 § 4, 2019; Ord. M-4255 § 6, 2018; Ord. M-4254 § 3(BB), 2018; Ord. M-4187 § 5, 2016; Ord. M-4071 § 7, 2014; Ord. M-4066 § 5, 2013; Ord. M-4035 § 2, 2012; Ord. M-4034 § 10, 2012; Ord. M-4024 § 6, 2012; Ord. M-4002 § 5, 2011; Ord. M-3931 § 9, 2009; Ord. M-3922 § 19, 2009; Ord. M-3840 § 18, 2007; Ord. M-3709 § 4, 2005; Ord. M-3663 § 12, 2004; Ord. M-3643, 2004)

The Vancouver Municipal Code is current through Ordinance M-4392, passed November 21, 2022.

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20.420.030 Uses.

A. *Types of uses.* For the purposes of this chapter, there are four kinds of use:

1. A permitted (P) use is one that is permitted outright, subject to all of the applicable provisions of this title.
2. A limited (L) use is permitted outright providing it is in compliance with special requirements, exceptions or restrictions.
3. A conditional use (C) is a discretionary use reviewed through the process set forth in Chapters [20.245](#) and [20.210](#) VMC, governing conditional uses and decision-making procedures, respectively.
4. A prohibited use (X) is one that is not permitted in a zoning district under any circumstances.

B. *Use table.* A list of permitted, limited, conditional, and prohibited uses in higher-density residential zones is presented in Table 20.420.030-1.

Table 20.420.030-1. Higher-Density Districts Use Table

USE	R-18	R-22	R-30	R-35	R-50
RESIDENTIAL					
Household Living	P	P	P	P	P
Group Living	P	P	P	P	P
Home Occupations	L ³	L ³	L ³	L ³	L ³
Short-term rentals	L²⁶	L²⁶	L²⁶	L²⁶	L²⁶
HOUSING TYPES					
Single Dwelling Units, Attached	p ^{4, 25}	p ^{4, 25}	p ^{4, 25}	X	X
Single Dwelling Units, Detached	p ^{4, 25}	p ^{4, 25}	p ^{4, 25}	X ⁵	X ⁵

USE	R-18	R-22	R-30	R-35	R-50
Accessory Dwelling Units	P ¹	P ¹	P ¹	P ¹	P ^{1, 24}
Duplexes	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴
Multi-Dwelling Units	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴
Manufactured Home Developments	L ⁷	L ⁷ /X	L ⁷ /X	L ⁷ /X	L ⁷ /X
Designated Manufactured Homes	L/X ²³	X	X	X	X
New Manufactured Homes	L ²³	X	X	X	X
CIVIC (Institutional)					
Basic Utilities	C	C	C	C	C
Colleges	C	C	C	C	C
Community Centers	C	C	C	C	C
Community Recreation	C ⁸	C ⁸	C ⁸	C ⁸	C ⁸
Cultural Institutions	P/C ⁹	P/C ⁹	P/C ⁹	P	P
Day Care					
- Family Day Care Homes	P/C ¹⁰	P/C ¹⁰	P/C ¹⁰	P/C ¹⁰	P/C ¹⁰
- Child Care Centers	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴
- Adult Day Care	P/C ¹¹	P/C ¹¹	P/C ¹¹	P/C ¹¹	P/C ¹¹
Emergency Services (except ambulance services)	C ¹²	C ¹²	C ¹²	C ¹²	C ¹²
Medical Centers	C	C	C	C	C
Parks/Open Space					
- Neighborhood Parks	P	P	P	P	P
- Community Parks	P	P	P	P	P

USE	R-18	R-22	R-30	R-35	R-50
- Regional Parks	C	P	P	P	P
- Trails	P	P	P	P	P
Postal Service	C	C	C	C	C
Religious Institutions	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴
Schools	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴	L/C ¹⁴
Social/Fraternal Clubs	C ⁶	C ⁶	C ⁶	C ⁶	C ⁶
Transportation Facilities	P/C ¹⁵	P/C ¹⁵	P/C ¹⁵	P/C ¹⁵	P/C ¹⁵
COMMERCIAL					
Commercial and Transient Lodging	L/X ¹⁶	L/X ¹⁶	L/X ¹⁶	L/X ¹⁶	L/X ¹⁶
Eating/Drinking Establishments	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X
Entertainment-Oriented					
- Adult Entertainment	X	X	X	X	X
- Indoor Entertainment	X	X	X	X	X
- Major Event Entertainment	X	X	X	X	X
General Retail					
- Sales-Oriented	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X
- Personal Services	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X
- Repair-Oriented	X	X	X	X	X
- Bulk Sales	X	X	X	X	X
- Outdoor Sales	X	X	X	X	X
Motor Vehicle Related					
- Motor Vehicle Sales/Rental	X	X	X	X	X

USE	R-18	R-22	R-30	R-35	R-50
- Motor Vehicle Servicing/Repair	X	X	X	X	X
- Vehicle Fuel Sales	X	X	X	X	X
- EV Basic Charging Stations (accessory only)	P	P	P	P	P
- EV Rapid Charging Stations (accessory only)	P	P	P	P	P
- EV Battery Exchange Stations	X	X	X	X	X
Offices					
- General	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X
- Medical	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X	L ¹⁷ /X
- Extended	X	X	X	X	X
Self-Service Storage	X	X	X	X	X
Nonaccessory Parking	X	X	X	X	X
INDUSTRIAL					
Industrial Services	X	X	X	X	X
Manufacturing and Production	X	X	X	X	X
Railroad Yards	X	X	X	X	X
Research and Development	X	X	X	X	X
Warehouses/Freight Movement	X	X	X	X	X
Wholesale Sales	X	X	X	X	X
Waste-Related	X	X	X	X	X

USE	R-18	R-22	R-30	R-35	R-50
Major Utility Facilities	X	X	X	X	X
OTHER					
Agriculture/Horticulture	P	P	P	P	P
Airports/Airparks	X	X	X	X	X
Animal Kennels/Shelters	X	X	X	X	X
Cemeteries	C ¹⁸	C ¹⁸	C ¹⁸	C ¹⁸	C ¹⁸
Detention & Post Detention Facilities	X	X	X	X	X
Dog Day Care	C ¹⁹	C ¹⁹	C ¹⁹	C ¹⁹	C ¹⁹
Heliports	X ²⁰	X ²⁰	X ²⁰	X ²⁰	X ²⁰
Recreational or Medical Marijuana Facilities	X	X	X	X	X
Medical Marijuana Cooperatives	X	X	X	X	X
Mining	X	X	X	X	X
Rail Lines/Utility Corridors	C	C	C	C	C
Basic Utilities	P	P	P	P	P
Temporary Uses	L ²¹	L ²¹	L ²¹	L ²¹	L ²¹
Wireless Communication Facilities	L/C/X ²²	L/C/X ²²	L/C/X ²²	L/C/X ²²	L/C/X ²²

1 Subject to the provisions of Chapter [20.810](#) VMC, Accessory Dwelling Units.

2 *The language for this footnote has been deleted.*

3 Subject to the provisions of Chapter [20.860](#) VMC, Home Occupations.

4 Provided the minimum required residential density is met, on an overall project basis.

5 Single-family dwelling units legally established prior to March 11, 2004, shall be considered permitted uses.

6 Subject to the provisions of VMC [20.895.040](#), Community Recreation and Related Facilities.

7 Subject to the provisions of Chapter [20.880](#) VMC, Manufactured Home Parks. Manufactured home developments established prior to July 1, 2005, are exempt from the standards of VMC [20.420.050\(G\)](#), Criteria for Placement of Manufactured Homes, and may continue to exist and expand within existing previously approved boundaries. An existing manufactured home in a development or subdivision may be replaced or may be relocated either to an approved manufactured home development or an approved manufactured home subdivision. Manufactured home developments in the R-22, R-30, R-35 zones are allowed as a limited use (L) only as part of a Chapter [20.260](#) VMC planned development that meets overall minimum density standards for the applicable zone.

8 Subject to the additional provisions in VMC [20.895.040](#).

9 Libraries permitted only; all other cultural institutions are conditional uses.

10 Family day care homes for no more than 12 children are permitted when licensed by the state. Child care centers are permitted as conditional uses, subject to the provisions of Chapter [20.840](#) VMC, Child Care Centers, unless part of a planned development, in which case they are approved subject to Chapter [20.260](#) VMC. All child care facilities must be licensed by the state.

11 Adult day care facilities with 12 or fewer clients are permitted outright; larger facilities are permitted as conditional uses.

12 *The language for this footnote has been deleted.*

13 *Repealed by M-4289.*

14 Schools, child care centers, and religious institutions that meet all of the locational criteria contained in VMC [20.420.050\(F\)](#) are permitted by right; all others require conditional use approval. Child care centers permitted by right shall be consistent with Chapter [20.840](#) VMC, Child Care Centers, and be subject to Type II review pursuant to VMC [20.210.050](#).

15 Except bus, trolley and streetcar stops, including bus shelters, which are allowed by right.

16 Bed-and-breakfast establishments as limited uses subject to provisions of Chapter [20.830](#) VMC, Bed and Breakfast Establishments; all other commercial and transient lodging prohibited.

17 New commercial uses allowed as limited uses subject to special development restrictions in VMC [20.420.060](#). Existing commercial uses permitted if legally established prior to code effective date. However, alterations and expansions shall be subject to Chapter [20.245](#) VMC, Conditional Use Permits.

18 Subject to the provisions in VMC [20.895.030](#).

19 Subject to the provisions of Chapter [20.850](#) VMC, Dog Day Care.

20 Except as an accessory to a medical center.

21 Subject to provisions of Chapter [20.885](#) VMC, except sale of fireworks prohibited in residential zones.

22 Subject to the provisions of Chapter [20.890](#) VMC, Wireless Communication Facilities.

23 A “designated manufactured home” is exempt from the development standards of VMC [20.420.050\(G\)](#) and may continue to exist and expand. An existing unit may be replaced or may be relocated either to an approved manufactured home development or an approved manufactured home subdivision. After July 1, 2005, only “new manufactured homes” that also meet the “designated manufactured home” criteria will be permitted on individual lots not part of an existing approved manufacturing home development or manufactured home subdivision, except that a new manufactured home placed on an individual lot after July 1, 2005, may be relocated as permitted by this title if within five years of the date of the original placement.

24 Permitted only as existing nonconforming uses.

25 Subject to provisions in Chapter [20.410](#) VMC applying to the R-17 zoning district.

26 Subject to the provisions in Chapter 20.835 Short-Term Rentals

(Ord. M-4377 § 2(b), 2022; Ord. M-4289 § 4, 2019; Ord. M-4255 § 7, 2018; Ord. M-4254 § 3(CC), 2018; Ord. M-4223 § 4, 2017; Ord. M-4187 § 6, 2016; Ord. M-4105 § 3, 2014; Ord. M-4071 § 8, 2014; Ord. M-4066 § 5, 2013; Ord. M-4035 § 3, 2012; Ord. M-4024 § 7, 2012; Ord. M-4002 § 6, 2011; Ord. M-3959 § 25, 2010; Ord. M-3931 § 12, 2009; Ord. M-3840 § 20, 2007; Ord. M-3730 § 13, 2005; Ord. M-3709 § 7, 2005; Ord. M-3701 § 15, 2005; Ord. M-3663 § 15, 2004; Ord. M-3643, 2004)

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20.430.030 Uses.

A. *Types of uses.* For the purposes of this chapter, there are four kinds of use:

1. A permitted (P) use is one that is permitted outright, subject to all of the applicable provisions of this title.
2. A limited (L) use is permitted outright providing it is in compliance with special requirements, exceptions or restrictions.
3. A conditional use (C) is a discretionary use reviewed through the process set forth in Chapters [20.245](#) and [20.210](#) VMC, governing conditional uses and decision-making procedures, respectively.
4. A prohibited use (X) is one that is not permitted in a zoning district under any circumstances.

B. *Use table.* A list of permitted, limited, conditional, and prohibited uses in the commercial and mixed use zones is presented in Table 20.430.030-1.

Table 20.430.030-1. Commercial and Mixed-Use Districts Use Table

USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
RESIDENTIAL									
Household Living	L ⁴	L ^{4,8}	L ^{4,8}	L ^{42,8}	L ^{5,8}		P ^{6,8}	P ⁸	P ⁸
Group Living	P/C ⁷	P/C ⁷	P/C ⁷	P/C ⁷	P/C ⁷		P ⁶	P	P
Home Occupation	L ¹⁰	L ¹⁰	L ¹⁰	L ¹⁰	L ¹⁰		L ¹⁰	L ¹⁰	L ¹⁰
Short-Term Rentals	L⁵⁵	L⁵⁵	L⁵⁵	L⁵⁵	L⁵⁵		L⁵⁵	L⁵⁵	L⁵⁵
HOUSING TYPES									
Single Dwelling Units, Attached	L ⁴	L ⁴	L ⁴	L ⁴²	L ⁴		P ⁶	P	L ⁴
Single Dwelling Units, Detached	X	X	X	X	X		P ⁶	P	X

USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
Accessory Dwelling Units	X	X	X	X	X		P ⁶	P	P
Duplexes	L ⁴	L ⁴	L ⁴	L ⁴²	L ⁴		P ⁶	P	X
Multi-Dwelling Units	L ⁴	L ⁴	L ⁴	L ⁴²	L ⁴		P ⁶	P	L ⁴
Existing Manufactured Home Development	X	X	X	X	X		X	X	X
Designated Manufactured Home	X	X	X	X	X		X	X	X
New Manufactured Home	X	X	X	X	X		X	X	X
Affordable Housing Projects	X	L ⁸	L ⁸	L ⁸	L ⁸	L ⁸	L ⁸	L ⁸	P
CIVIC (Institutional)									
Basic Utilities	C	C	C	P	C		C	C	C
Colleges	X	C	C	P	C		P	P	P
Community Centers	X	C	C	C	C		C	C	C
Community Recreation	X	L ¹¹	L ¹¹	L ¹¹	L ¹¹		L ¹¹	L ¹¹	L ¹¹
Cultural Institutions	L ¹⁹	P	P	P	P		P	P	P
Day Care									
- Family Day Care Home	P/L ¹³	P/L ¹³	P/L ¹³	P/L ¹³	P/L ¹³		P/L ¹³	P/L ¹³	P/L ¹³
- Child Care Center	L ¹³	L ¹³	L ¹³	L ¹³	L ¹³		P/L ¹³	P/L ¹³	P/L ¹³
- Adult Day Care	P/C ¹⁴	P	P	P	P		P	P	P
Emergency Services	X	C	P	P	C		P	P	P
Medical Centers	X	C	C	P	C		C	P	C

USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
Parks/Open Space									
- Neighborhood Parks	P	P	P	P	P		P	P	P
- Community Parks	P	P	P	P	P		P	P	P
- Regional Parks	X	P	P	P	P		P	P	P
- Trails	P	P	P	P	P		P	P	P
Postal Service	L ¹⁹	P	P	P	P		P	P	P
Religious Institutions	X	P	P	P	C		P	P	P
Schools (not truck driving schools)	C	P	P	P	P		P	P	P
Social/Fraternal Clubs	C	L ¹¹	L ¹¹	L ¹¹	L ¹¹		L ¹¹	L ¹¹	L ¹¹
Transportation Facility	P	P	P	P	P		P	P	P
Park & Ride Facilities									
- Surface	X	L ⁴⁸	L ⁴⁸	X	X	X	X	X	X
- Structure	X	L ⁴⁸	L ⁴⁸	L ⁴⁸	L ⁴⁸	L ⁴⁸	L ⁴⁸	X	L ⁴⁸
COMMERCIAL									
Commercial and Transient Lodging	X	C	P	P	L ¹⁸ /C		L ¹⁸ /C	P	L ¹⁸ /C
Eating/Drinking Establishments	L ^{19/20}	P	P	P	P		P	P	P
Entertainment-Oriented									
- Adult Entertainment	X	X	L ²³	X	X		X	X	X
- Indoor Entertainment	X	P/L ²⁴	P/L ²⁴	P/L ²⁴	P/L ²⁴		P/L ²⁴	P/L ²⁴	P/L ²⁴
- Major Event Entertainment	X	X	P	P	C		C	X	C

USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
General Retail									
- Sales-Oriented	L ¹⁹	P	P	P ²⁵	P		P	P ^{25, 46}	P
- Personal Services	L ¹⁹	P	P	P	P		P	P	P
- Repair-Oriented	X	P	P	P	X		P	P	P
- Bulk Sales	X	P	P	P	X		P	C/P ⁵³	P
- Outdoor Sales	X	C	P/L ²⁶	P/L ²⁶	X		P/L ²⁶	X	P/L ²⁶
Artisan and Specialty Goods Production	X	L ⁴⁰	L ⁴⁰	L ⁴⁰	X		X	X	L ^{40,52}
Motor Vehicle Related									
- Motor Vehicle Sales/Rental	X	L ²⁷	P	P	X		C ²⁷	X, L ⁴⁵	X
- Motor Vehicle Servicing/Repair (entirely indoors)	X	L ²⁸	L ²⁸	L ²⁸	X		C ²⁸	X	X
- Vehicle Fuel Sales	X	L ²⁸	L ²⁸	L ²⁸	C		C ²⁸	X	X
- EV Basic Charging Stations (accessory and standalone)	P	P	P	P	P		P	P	P
- EV Rapid Charging Stations (accessory and standalone)	P	P	P	P	P		P	P	P
-EV Battery Exchange Stations	X	P	P	P	X		X	P	X
Office									
- General	L ¹⁹	P	P	P	P		P	P	P
- Medical	L ¹⁹	P	P	P	P		P	P	P
- Extended	X	P	P	P	X		X	P	X

USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
Marina (See also Chapter 20.760 VMC)	X	P	P	P	P		P	X	P
Non-Accessory Parking	X	C	C	C ⁴³	C		C	C ⁴³	X
Self-Service Storage	X	P ^{3, 50}	P ⁵⁰	X	X		X	X	X
INDUSTRIAL									
Industrial Services	X	C	C	X	X		X	C/P ⁵⁴	X
Manufacturing and Production	X	C/X ³⁰	P/X ³¹	P/X ⁴¹	X		C/X ³²	P ⁴¹	C/X ³²
Railroad Yards	X	X	X	X	X	X	X	X	X
Research and Development	X	X	P	C	C		C	P	C
Warehouse/Freight Movement	X	X	X	X	X		X	X	X
Waste-Related	X	X	P ⁴⁷	X	X		X	X	X
Wholesale Sales	X	X	C	C	X		X	X	X
Major Utility Facilities	X	X	X	X	X		X	X	X
OTHER									
Agriculture/Horticulture	X	X	X	X	X		X	X	X
Airport/Airpark	X	X	X	X	X		X	X	X
Animal Kennel/Shelters	X	L ³³	L ³³	X	X		X	X	X
Cemeteries	X	C ³⁴	P ³⁴	C ³⁴	X		C ³⁴	X	C ³⁴
Detention & Post Detention Facilities	X	X	C/X ³⁵	C/X ³⁵	X		X	X	X
Dog Day Care	L ³⁶	L ³⁶	L ³⁶	L ³⁶	L ³⁶		L ³⁶	L ³⁶	L ³⁶
Heliports	X	X	X	C ³⁷	C ³⁷		C ³⁷	C ³⁷	C ³⁷

USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴	HX ⁵¹
Medical Marijuana Cooperatives	X	X	X	X	X		X	X	X
Recreational Marijuana, Production or Processing	X	X	X	X	X		X	X	X
Recreational Marijuana Retail	X	L ⁴⁹	L ⁴⁹	X	X		X	X	L ⁴⁹
Mining	X	X	X	X	X		X	C	X
Rail Lines/Utility Corridors	C	P	P	P	C		C	P	C
Temporary Uses	L ²⁶	L ²⁶	L ²⁶	L ²⁶	L ²⁶		L ²⁶	L ²⁶	L ²⁶
Wireless Communication Facilities	X	L/C/X ³⁹	L/C/X ³⁹	L/C/X ³⁹	L/C/X ³⁹		L/C/X ³⁹	L/C/X ³⁹	L/C/X ³⁹

1 Refer to Vancouver Central Park Plan District, Chapter [20.640 VMC](#).

2 Refer to Mixed Use standards in VMC [20.430.060](#).

3 A single ground floor caretaker/security/manager residence is allowed if it is an integral part of a mini-storage building.

4 All or part of residential uses must be located above the ground floor of the structure as specified by VMC [20.430.060\(B\)\(2\)](#) with exception of Community Commercial (CC) zoned properties fronting Broadway Street and located within the Uptown Village District of the Vancouver City Center Subarea Plan (refer to VMC [20.430.020\(B\)](#)).

5 Must have a minimum density of 10 dwelling units/net acre.

6 Allowed pursuant to mixed use standards of VMC [20.430.060](#).

7 Residential Care Homes with six or fewer residents and any required on-site staff permitted by right in housing above the ground floor; all larger group home uses are permitted conditionally.

8 Eligible affordable housing projects must (a) demonstrate eligibility for Washington State Housing Finance Commission Low Income Housing Tax Credits by providing at least 40 percent of units affordable to households at 60 percent of Area Median Income or otherwise as demonstrated eligible for credits; (b) include a guarantee that the threshold is maintained for at least 30 years unless specified longer by the finance

commission; and (c) be located on properties whose borders are within 1,000 feet of a bus rapid transit or other high capacity transit corridor, or transit corridors with existing weekday peak service frequencies of 35 minutes or less, as indicated in the C-Tran 2018-2033 Transit Development Plan.

9 The language for this footnote has been deleted.

10 Subject to the provisions of Chapter [20.860](#) VMC, Home Occupations.

11 Subject to provisions of VMC [20.895.040](#), Community Recreation and Related Facilities.

12 The language for this footnote has been deleted.

13 Family day care homes for no more than 12 children are permitted when licensed by the state. Child care centers (13 or more children) are Limited (L), subject to a Type II procedure in Chapter [20.210](#) VMC. Child care centers can also be approved as part of a Planned Development, Chapter [20.260](#) VMC. In all cases child care centers must meet the standards outlined in Chapter [20.840](#) VMC.

14 In the CN zone, adult day care facilities for six or fewer adults allowed outright in the CN zone, all other facilities are permitted as conditional uses.

15 The language for this footnote has been deleted.

16 The language for this footnote has been deleted.

17 Transportation facilities are permitted except for large or land-intensive facilities such as park-and-ride lots and water taxi and ferry stations.

18 Bed-and-breakfast establishments are allowed as limited uses, subject to the provisions in Chapter [20.830](#) VMC, and all other lodging allowed as conditional uses.

19 Limited uses subject to the development standards in VMC [20.430.040\(D\)](#).

20 Eating and drinking establishments are permitted only in conjunction with another permitted use on site. Exclusively or predominantly drive-through eating and drinking establishments are prohibited.

22 Limited uses subject to the development standards in VMC 20.430.050(B).

23 Subject to provisions in Chapter [20.820](#) VMC, Adult Entertainment.

24 Provisions in VMC [20.895.060](#) apply to Indoor Target Shooting Ranges.

25 Pawnshops allowed in CX and CG Districts only. No more than four pawnshop establishments allowed in the CX District.

26 Subject to provisions in Chapter [20.885](#) VMC, Temporary Uses.

27 Sales/rental lots for motor vehicles only are subject to the following criteria: (a) the lot size is approximately 200 feet by 200 feet, or 100 feet by 100 feet if a corner lot, though smaller lots will be considered if shown to meet all other requirements; (b) reviewed and approved by the city transportation manager for on-site circulation, access, and parking plan; (c) located on a primary arterial with average traffic in excess of 10,000

vehicle trips per day; (d) employee/customer parking is provided at a rate of one space plus an additional space per each 5,000 square feet of lot area; (e) there is no vehicle display in setback areas, and all setbacks are landscaped rather than paved.

28 Subject to provisions in VMC [20.895.070](#), Motor Vehicle Fuel Sales and Repair.

29 The language for this footnote has been deleted.

30 Micro-breweries and manufacturing of optical, medical and dental devices, goods, and equipment allowed by conditional use; all others prohibited.

31 Micro-breweries, bakeries, printing, publishing, binding, lithography, repair shops for tools, scientific/professional instruments and motors, and manufacturing of optical, medical and dental devices, goods, and equipment allowed outright; all others prohibited.

32 Micro-breweries allowed by conditional use; all others prohibited.

33 Subject to provisions in VMC [20.895.020](#), Animal Kennel/Shelters.

34 Subject to provisions in VMC [20.895.030](#), Cemeteries.

35 Secure Transition Facilities as per VMC [20.855.020\(B\)\(6\)\(a\)](#) are prohibited.

36 Subject to the provisions in Chapter [20.850](#) VMC, Dog Day Care.

37 Subject to provisions in VMC [20.895.080](#), Private Landing Strips and Heliports. Airpark related uses are permitted in Pearson Airpark and Evergreen Airport only.

38 The language for this footnote has been deleted.

39 Subject to requirements in Chapter [20.890](#) VMC, Wireless Telecommunications Facilities.

40 Subject to limitations in VMC [20.430.050\(A\)](#). Uses defined in VMC [20.160.020\(C\)\(10\)](#).

41 Printing, binding, lithography, repair shops for tools, scientific/professional instruments and motors, computer research or assembly, and manufacturing of optical, medical and dental devices, goods and equipment permitted outright; all others prohibited.

42 Ground floor residential is allowed within the CX zone with the exception of properties fronting Main Street between Sixth Street and Mill Plain.

43 Parking structures are permitted outright.

44 Allowed subject to provisions of Riverview Gateway Plan District Standards, Chapter [20.680](#) VMC, and associated Master Plan adopted for the area of proposed development.

45 Motor vehicle rental permitted where ancillary to another use.

46 Retail uses shall not exceed 50,000 square feet in total floor space unless included in a mixed use building with other uses accounting for at least 20 percent of floor space, and is in full compliance with Riverview Plan District Design Guidelines.

47 Neighborhood recycling and/or yard debris collection centers which are exempt from a state solid waste handling permit are permitted; all other waste-related uses prohibited. If a neighborhood recycling and/or yard debris collection center is handling organic materials, they shall not be stored on site for a period longer than seven days.

48 See VMC [20.430.040\(E\)](#), Park and Ride Facility Development Standards.

49 Subject to Chapter [20.884](#) VMC.

50 Subject to requirements and standards within the Miscellaneous Special Use Standards for Self-Service Storage, pursuant to VMC [20.895.100](#).

51 Allowed subject to the provisions of the Heights District Plan standards, Chapter [20.670](#) VMC.

52 Permitted in the HX Plan district where commercial uses are permitted.

53 Bulk sales are permitted outright on lots 10 through 15 of the HQ Master Plan (west end of Fishers Quarry area) only. All other areas are conditional.

54 Building, heating, plumbing or electrical contractors, exterminators, janitorial and building maintenance contractors where the indoor storage of materials is more than incidental to the office use and photo-finishing laboratories are permitted outright on lots 10 through 15 of the HQ Master Plan (west end of Fishers Quarry area).

55 Subject to the provisions in Chapter 20.835 Short-Term Rentals

(Ord. M-4374 § 2, 2022; Ord. M-4341 § 3 (Exh. B), 2021; Ord. M-4289 § 4, 2019; Ord. M-4288 § 4, 2019; Ord. M-4255 § 8, 2018; Ord. M-4254 § 3(DD), 2018; Ord. M-4187 § 7, 2016; ACM dated 1/7/2016; Ord. M-4147 § 4, 2015; Ord. M-4071 § 4, 2014; Ord. M-4035 § 4, 2012; Ord. M-4034 § 13, 2012; Ord. M-4024 § 8, 2012; Ord. M-4002 § 7, 2011; Ord. M-4002 § 7, 2011; Ord. M-3959 § 26, 2010; Ord. M-3931 § 16, 2009; Ord. M-3922 § 22, 2009; Ord. M-3911 § 5, 2009; Ord. M-3891 § 5, 2008; Ord. M-3865 § 3, 2008; Ord. M-3840 § 22, 2007; Ord. M-3832 § 6, 2007; Ord. M-3730 § 19, 2005; Ord. M-3709 § 9, 2005; Ord. M-3701 § 17, 2005; Ord. M-3698 § 5, 2005; Ord. M-3667 § 3, 2004; Ord. M-3663 § 17, 2004; Ord. M-3643, 2004)

The Vancouver Municipal Code is current through Ordinance M-4392, passed November 21, 2022.

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20.440.030 Uses.

A. *Types of uses.* For the purposes of this chapter, there are four kinds of use:

1. A permitted (P) use is one that is permitted outright, subject to all of the applicable provisions of this title.
2. A limited (L) use is permitted outright providing it is in compliance with special requirements, exceptions or restrictions.
3. A conditional use (C) is a discretionary use reviewed through the process set forth in Chapters [20.245](#) and [20.210](#) VMC, governing conditional uses and decision-making procedures, respectively.
4. A prohibited use (X) is one that is not permitted in a zoning district under any circumstances.
5. Uses may also be subject to restrictions and standards set forth in the Water Resource Protection Ordinance (VMC Title [14](#)).

B. *Use table.* A list of permitted, limited, conditional, and prohibited uses in the industrial zoning districts is shown in Table 20.440.030-1.

Table 20.440.030-1. Industrial Zoning Districts Use Table

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
RESIDENTIAL				
Household Living	L ²	L ²	L ²	L ²⁸
Group Living	P ²¹ /X	X	X	P ²¹ /X
Home Occupation	L ³	L ³	L ³	L ³
Short-Term Rentals	L³⁷	X	X	L³⁷
HOUSING TYPES				
Single Dwelling, Attached	L ²	X	X	L ²⁸

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
Single Dwelling, Detached	X	X	X	X
Accessory Dwelling Units	X	X	X	X
Duplexes	L ²	X	X	L ²⁸
Multi-Dwelling Units	L ²	X	X	L ²⁸
Existing Manufactured Home Developments	X	X	X	X
Designated Manufactured	X	X	X	X
New Manufactured Homes	X	X	X	X
CIVIC (Institutional)				
Basic Utilities	P	P	P	P
Colleges	X	X	X	C
Community Centers	P	X	P	P
Community Recreation	L ²⁴	P	X	L ²⁴
Cultural Institutions	X	P	X	P
Day Care				
- Child Care Center	L ⁴	L ⁴	X	L ⁴
- Adult Day Care	P	P	X	P
Emergency Services (except ambulance services)	P	P	P	P
Medical Centers	C	X	X	P
Parks/Open Space				
- Neighborhood Parks	P	P	P	P
- Community Parks	P	P	P	P
- Regional Parks	C	C	C	C

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
- Trails	P	P	P	P
Postal Service	X	P	P	X
Religious Institutions	X	X	X	X
Schools	X	X	X	X
Social/Fraternal Clubs	X	X	X	X
Transportation Facility	P/X ²⁶	P	P	P/X ²⁶
Park and Ride Facilities				
Surface	X	L ³¹	L ³¹	X
Structure	L ³¹	L ³¹	L ³¹	L ³¹
COMMERCIAL				
Commercial and Transient Lodging	X	X	X	P
Eating/Drinking Establishments	L	L ⁵	L ⁵	L ⁶
Entertainment-Oriented				
- Adult Entertainment	X	L ⁷	L ⁷	X
- Indoor Entertainment	X	X	X	X
- Major Event Entertainment	X	X	X	X
Artisan Small Scale Manufacturing	X	X	X	P
General Retail				
- Sales-Oriented	L	L ⁶	L/C ⁶	L ⁶
- Personal Services	L	L ⁶	X	L ⁶
- Repair-Oriented	L	L ⁶	X	L ⁶
- Bulk Sales	X	X	X	X

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
- Outdoor Sales	X	X	P	X
Motor Vehicle Related				
- Motor Vehicle Sales/Rental	X	X	X	X
- Motor Vehicle Servicing/Repair	X	L ⁸	L ⁸	X
- Vehicle Fuel Sales	X	X	L ⁸	L ^{8, 29}
- EV Basic Charging Stations (accessory and stand-alone)	P	P	P	P
- EV Rapid Charging Stations (accessory and stand-alone)	P	P	P	P
- EV Battery Exchange Stations	P	P	X	P
Office				
- General	P	P	L/C ⁹	P
- Medical	P	P	X	P
- Extended	P	P	X	P
Marina (See also Chapter 20.760 VMC)	X	C	X	X
Nonaccessory Parking	C ¹⁰	L ¹⁰ /X	X	L ³⁰
Self-Service Storage	P ³⁵	P ³⁵	X	X
INDUSTRIAL				
Industrial Services	P	P	P	P
Manufacturing and Production	P	P ¹¹	P ¹¹	P
Railroad Yards	X	X	P	X
Bulk Crude Oil Storage and Handling Facilities	X ³⁴	X ³⁴	X ³⁴	X ³⁴
Petroleum/Oil Refineries	X	X	X	X

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
Research and Development	P	P	C	P
Warehouse/Freight Movement	X	L ¹²	P	X
Waste-Related	X	X	P ²² /X	X
Wholesale Sales	P	L ¹²	X	X
Major Utility Facilities	X	X/P ³²	L ³³	X
OTHER				
Agriculture/Horticulture	X	P	P	X
Airport/Airpark	X	L ¹⁹	P	X
Animal Kennel/Shelters	X	L ¹⁷	L ¹⁷	X
Cemeteries	X	X	C	X
Detention and Post Detention Facilities	X	C/X ¹³	C ¹⁴	X
Dog Day Care	L ¹⁵	L ¹⁵	L ¹⁵	L ¹⁵
Heliports	C	C	C	C
Medical Marijuana Cooperatives	X	X	X	X
Recreational Marijuana Retail	X	X	X	X
Recreational Marijuana Growing or Processing	X	L ³⁶	L ³⁶	X
Mining	C ¹⁸	C ¹⁸	C ¹⁸	C ¹⁸
Rail Lines/Utility Corridors	P/X ²³	P	P	P/X ²³
Wireless Communication Facilities	L ¹⁶	L ¹⁶	L ¹⁶	L ¹⁶

¹ Due to the unique character and combination of uses in the Columbia Business Center area, uses existing prior to March 11, 2004, on parcels zoned IL in the Columbia Business Center may be altered, expanded or replaced regardless of use limitations in Table 20.440.030-1.

- 2** In the OCI zone, multifamily housing allowed above ground floor only as specified by VMC [20.430.060\(B\)\(2\)](#). In all industrial zones, one caretaker residence permitted per use.
- 3** Subject to the conditions in Chapter [20.860](#) VMC, Home Occupations.
- 4** Child care centers allowed as a Limited (L) use, subject to a Type II procedure. Child care centers are permitted in order to provide service for those employees working in the IL district, subject to provisions in Chapter [20.840](#) VMC, Child Care Centers.
- 5** If within an industrial building, these uses shall consume no more than 10 percent of the building's total gross square footage. If freestanding, they shall be considered together with the rest of the project and shall consume no more than 10 percent of the site's total gross square footage.
- 6** These limited uses, separately or in combination, may not exceed 20 percent of the entire building square footage within a development complex. No retail uses shall exceed 40,000 gross square feet (gsf) per building or business; retail uses greater than 40,000 gsf but less than 60,000 gsf require conditional use review.
- 7** Subject to provisions in Chapter [20.820](#) VMC, Adult Entertainment.
- 8** Subject to provisions in VMC [20.895.070](#), Motor Vehicle Fuel Sales and Repair.
- 9** Offices not accessory to a permitted use may not exceed 40,000 gsf; offices greater than 40,000 gsf but less than 60,000 gsf require conditional use review.
- 10** In the OCI zone, nonaccessory surface parking is conditionally permitted on brownfields where subsurface environmental constraints effectively preclude other uses, provided such development complies with applicable local, state and federal environmental standards. In the IL zone, nonaccessory surface parking is permitted, and nonaccessory structured parking is prohibited. In the ECX zone, nonaccessory structural parking only shall be permitted.
- 11** Electroplating and related uses not permitted.
- 12** Permitted as limited use provided all activities, except outdoor storage of materials, are wholly contained within building(s).
- 13** Secure Community Transition Facilities as per Chapter [20.150](#) VMC are prohibited.
- 14** In addition to other detention and post-detention facilities, Secure Community Transition Facilities are allowed by conditional use permit, subject to criteria set forth in VMC [20.855.020\(B\)\(6\)\(a\)](#).
- 15** Subject to provisions in Chapter [20.850](#) VMC, Dog Day Care.
- 16** Subject to requirements in Chapter [20.890](#) VMC, Wireless Telecommunications Facilities.
- 17** Subject to provisions in VMC [20.895.020](#), Kennels/Shelters.
- 18** Surface mining is only allowed by conditional use on sites of 20 acres or larger which are adjacent to existing mining operations. Reclamation activity for existing mining operations approved by the Washington State Department of Natural Resources is a permitted use in any nonresidential zoning district.

- 19** Allow airport/airpark related activities such as hangars, air cargo, and warehousing, pilot schools, aircraft sales and repairs, aviation clubs, and museum in the Light Industrial District (IL). New airports/airparks are prohibited.
- 20** All uses locating the OCI zone shall comply with the special use limitations of VMC [20.440.040\(C\)](#) and [20.440.050\(A\)](#). Development agreements in existence on the effective date of the ordinance codified in this section shall control the uses and development standards of the affected properties. In order to protect the investments made in reliance upon such agreements, improvements made or site plans approved consistent with these agreements shall not be deemed nonconforming.
- 21** Existing legally established group living uses are permitted. New group living is prohibited.
- 22** Ten-day hazardous waste handling and transfer facilities, excluding facilities handling radioactive or high explosive materials, are allowed, provided such facilities: (a) do not repackage waste (except as necessary to address damaged or improper packaging); (b) are located at least 200 feet from any residential zoning district; and (c) do not store hazardous wastes (except for “universal wastes,” as that term is defined in Code of Federal Regulations, Title [40](#), Part 273) for more than 10 days.
- 23** Prohibited within 200 feet of a residential zone.
- 24** Subject to provisions of VMC [20.895.040](#), Community Recreation and Related Facilities.
- 25** The language for this footnote has been deleted.
- 26** Transportation facilities are permitted except for large or land-intensive facilities such as water taxi and ferry stations.
- 27** All uses locating in the ECX zone shall comply with Chapter [20.690](#) VMC, Section 30 Employment Center Plan District. Development agreements in existence on the effective date of this ordinance shall control the uses and development standards of the affected properties, unless property owners choose differently as provided under VMC [20.690.030](#). In order to protect the investments made in reliance upon such agreements, improvements made or site plans approved consistent with these agreements shall not be deemed nonconforming.
- 28** In the ECX zone, multi-family housing is allowed above ground floor only; and one caretaker residence permitted per use.
- 29** Vehicle fuel sales is limited to one operation within the Section 30 Plan District
- 30** The language for this footnote has been deleted.
- 31** See VMC [20.430.040\(E\)](#), Park and Ride Facility Development Standards.
- 32** Major Utility Facilities are prohibited with the exception that sewer treatment plants and lagoons are allowed outright.

33 Biomass and coal energy generating plants are prohibited on Heavy Industrial zoned properties within the Vancouver City Center Subarea and Hough Neighborhood Association boundaries located west of Lincoln Street and east of the Burlington Northern Santa Fe Railroad tracks.

34 Existing bulk crude oil storage facilities including vested projects as of July 18, 2016, are prohibited to expand the amount of crude oil storage.

35 Subject to requirements and standards within the Miscellaneous Special Use Standards for Self-Service Storage, pursuant to VMC [20.895.100](#).

36 Subject to compliance with Chapter [20.884](#) VMC, Marijuana Businesses.

37 Subject to the provisions contained in Chapter 20.835 VMC, Short Term Rentals

(Ord. M-4354 § 3(G), 2021; Ord. M-4325 § 3, 2020; Ord. M-4289 § 4, 2019; Ord. M-4288 § 5, 2019; Ord. M-4255 § 9, 2018; Ord. M-4254 § 3(FF), 2018; Ord. M-4187 § 8, 2016; Ord. M-4170 §§ 3, 4, 2016; Ord. M-4147, 2015; Ord. M-4071 § 5, 2014; Ord. M-4057 § 2, 2013; Ord. M-4035 § 5, 2012; Ord. M-4034 § 15, 2012; Ord. M-4024 § 9, 2012; Ord. M-4002 § 8, 2011; Ord. M-3959 § 28, 2010; Ord. M-3931 § 16, 2009; Ord. M-3930 § 7, 2009; Ord. M-3922 § 25, 2009)

Code reviser's note: Ord. M-4147, Amended, 12/07/2015, Effective 01/07/2016 AMC Correction; ACM, Amended, 12/02/2009, Renumber footnote 31; ACM M-3874, Amended, 03/19/2008, Footnote 22 was changed. Deleted other references.

The Vancouver Municipal Code is current through Ordinance M-4392, passed November 21, 2022.

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SHORT-TERM RENTAL GOOD NEIGHBOR GUIDELINES

The following Good Neighbor Guidelines were created to educate Short-Term Rental operators and guests on the importance of being a good neighbor.

24-HOUR CONTACT INFORMATION: If at any time you have questions or concerns about your stay, please call the 24-hour contact number listed in your rental agreement and posted in the unit. The local non-emergency police contact may be reached at 311. In the event of an emergency, please call 911.

GENERAL RESPECT FOR NEIGHBORS: Please remember you are within a neighborhood. Respect your neighbors and their property; be kind and use common courtesy.

NOISE AND DISTURBANCE: Please respect your neighbor's right to quiet enjoyment of their home and property. Loud noises that create public disturbance are prohibited.

PARKING & TRAFFIC SAFETY: Do not block driveways, sidewalks, alleys, mailboxes or fire hydrants. Drive slowly and watch for pedestrians and children playing.

FIRE SAFETY: Familiarize yourself with the location of the fire extinguisher(s) and fire exits posted in the unit. **PETS:** If allowed, promptly clean-up after your pet, prevent excessive and prolonged barking, and keep pet from roaming the neighborhood. Control aggressive pets, and abide by local leash laws. Store pet food indoors and in a secure location, to reduce the likelihood of pest problems.

MAINTENANCE AND GARBAGE DISPOSAL: Be sure to pick up after yourself, and keep the property clean, presentable, and free of trash. Place trash and recycling in the designated containers on-site.

EVENTS NOT PERMITTED: Commercial events such as weddings, banquets, parties, charitable fundraising, or other gatherings are not allowed.

TENANT/GUEST RESPONSIBILITY: Approved guests and visitors are expected to follow the Good Neighbor Guidelines. Refer to your rental agreement for additional terms and restrictions.

Summary of large/mid-size Washington cities

	Fees if applicable	Frequency of use	Parking or noise provisions	Other requirements
Seattle				
Allowed in structures established as dwelling units, but NOT RVs, tents, garages, boats, floating residences, live-work units, and caretaker's quarters. Allow "legacy units"- those that were rented prior to Sept 30 2017 to operate in Downtown Urban Core, First Hill/Capitol Hill Urban Center	Seattle business license tax certificate and a Short-term rental operator's license (\$75 per unit)	Not mentioned	Not mentioned	As a general rule, Short term operators can only operate two units- one being the primary residence and the other can be in any dwelling unit owned by operator.
Spokane				
Permitted in all residential zones	Application fee \$150 and Renewal fee of \$100 every year; Liability insurance; Spokane Business License	May only be rented up to 30 days	Follows Spokane municipal code 17c.230- Minimum ratio is 1 stall per 1,000 gross square feet of floor area	Total number of guests per bedroom is 2; Must maintain a guest log
Tacoma				
Renting 1-2 rooms allowed within all single family districts; Renting 3-9 rooms requires CUP in R-3, R-4L, R-4, R-5, RCX, and NRX Districts (these are generally residential districts that allow duplex, triplex, and multifamily dwellings).	Business license	Guests may only stay up to 30 days	Not mentioned	Must live in home if renting rooms or separate unit such as ADU. If renting the entire home, operator not required to live on site.
Bellevue				
Single family districts allowed but MUST be owner-occupied- this is considered a boarding housing. Non owner occupied is considered a rooming house which is not allowed in single family zones.	Business license; Home occupation permit	Not mentioned	Not mentioned	Term used is "transient lodging or room rental". Max of two rooms for rental and maximum of two lodgers/renters.

Attachment E

Kent				
Permitted in all residential zones	Business license, \$51; state lodging tax, 1% on overnight stay	Stay is limited to 30 consecutive nights	Not mentioned.	Owner must live at the home being rented at least six months per year.
Renton				
Doesn't specify	Business license \$125	Stay must be less than 30 continuous days.	Additional parking for guests, pursuant to Title IV RMC, one additional space is required if unit is owner-occupied.	Applies only to those who advertise through an online market place, uses a property manager, engages in renting unit more than three times a year. Must be owner occupied.

Short-Term Rental FAQ

What is a short-term rental?

A dwelling unit or individual rooms within a dwelling unit that are rented to a guest(s) by a short-term rental operator for fewer than 30 consecutive days. A short-term rental is not considered a hotel, motel or bed and breakfast.

Where are short-term rentals permitted?

Short-term rentals are permitted within a legally established dwelling unit.

Do I need to notify my neighboring property owners that I will be using my dwelling as a short-term rental?

Prior the short-term rental application to the City, the owner shall provide a courtesy notice regarding the short-term rental to all property owners abutting or adjacent to the proposed short-term rental. The notification shall include a description of the operation, number of bedrooms to be rented to overnight guests and contact information for the owner or operator by phone.

How do I obtain a permit?

A short-term rental permit is required from the City of Vancouver. Please contact the City of Vancouver for the short-term permit application form. The submittal items include:

- An affidavit of mailing showing proof a letter describing the proposed short-term rental was sent to abutting and adjacent property owners
- Copy of liability insurance
- Acknowledgement in writing that the short-term rental shall comply with the required standards in VMC 20.835.050.
- Application fee

How can I prevent complaints being lodged with the City about my short-term rental?

By ensuring that the short-term rental does not generate measurable levels at the property line dust, smoke, odor or glare or noise beyond those associated with a residential use. Additionally, by abiding by the short-term rental good neighbor policy.

What will the City do if they receive a complaint regarding a short-term rental?

The City will investigate the complaint and determine if a violation has occurred. The City will then respond in concert with the seriousness and severity of the violation and may use one or a combination of the enforcement mechanisms including correction notices, notice of violation and an order to revoke the permit.



Short-Term Rental Draft Regulations City Council Workshop April 3, 2023



Becky Coutinho

Associate Long Range Planner

William Cooley

Community Engagement Manager

Agenda

- Project Background
 - Project Timeline
 - Where are we now?
 - Outreach Summary
- Regulatory Research
- Council & Planning Commission Direction
- Draft Regulations
- Next Steps

Short-Term Rentals: Project Timeline



Short-Term Rentals: Where We are Now?

- Short-term rentals: stays of less than 30 days
- Currently no short-term rental ordinance
- Not permitted in any residential zone
- Complaints remain low, but do receive inquiries weekly

Major Short-Term Rental Platforms Include:



Short-Term Rentals: Where We are Now?

- Range of 250 to 400 short-term rentals are operating in the City of Vancouver
- Short-term rentals represent 0.4% of Vancouver's 83,868 estimated housing units
 - Out of the 260 ADUs registered with the City, 11 or 4.2% are STRs
- Short-term rentals are increasing steadily in Vancouver, but still low relative to larger cities.



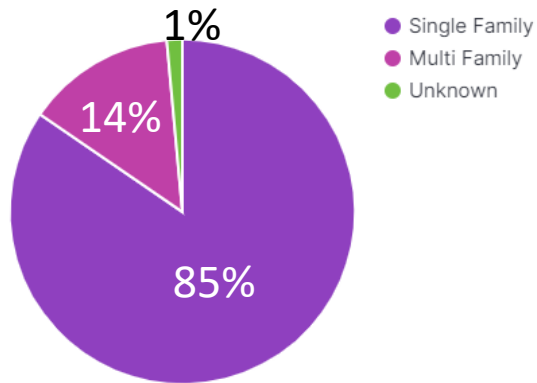
Short-Term Rentals: Where We are Now?

As of February 22, 2023...

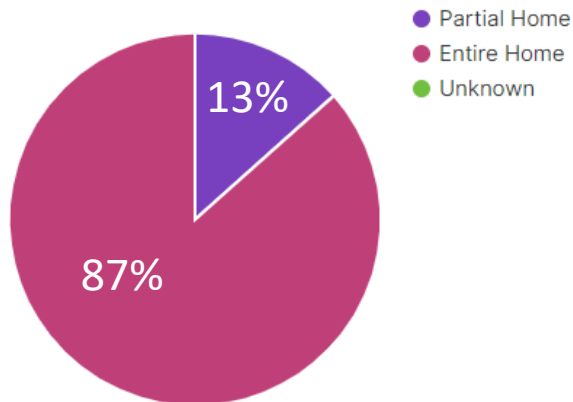
358

Total Short Term Rental Units

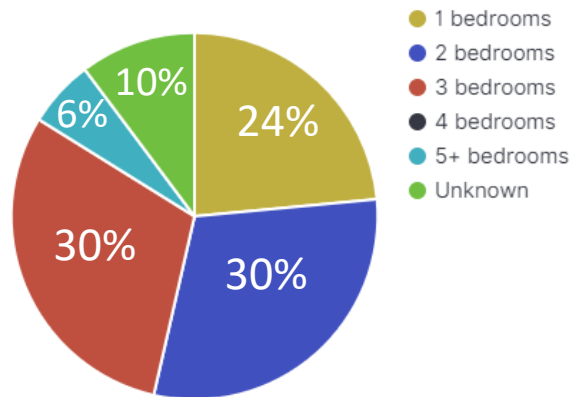
Property type ⓘ



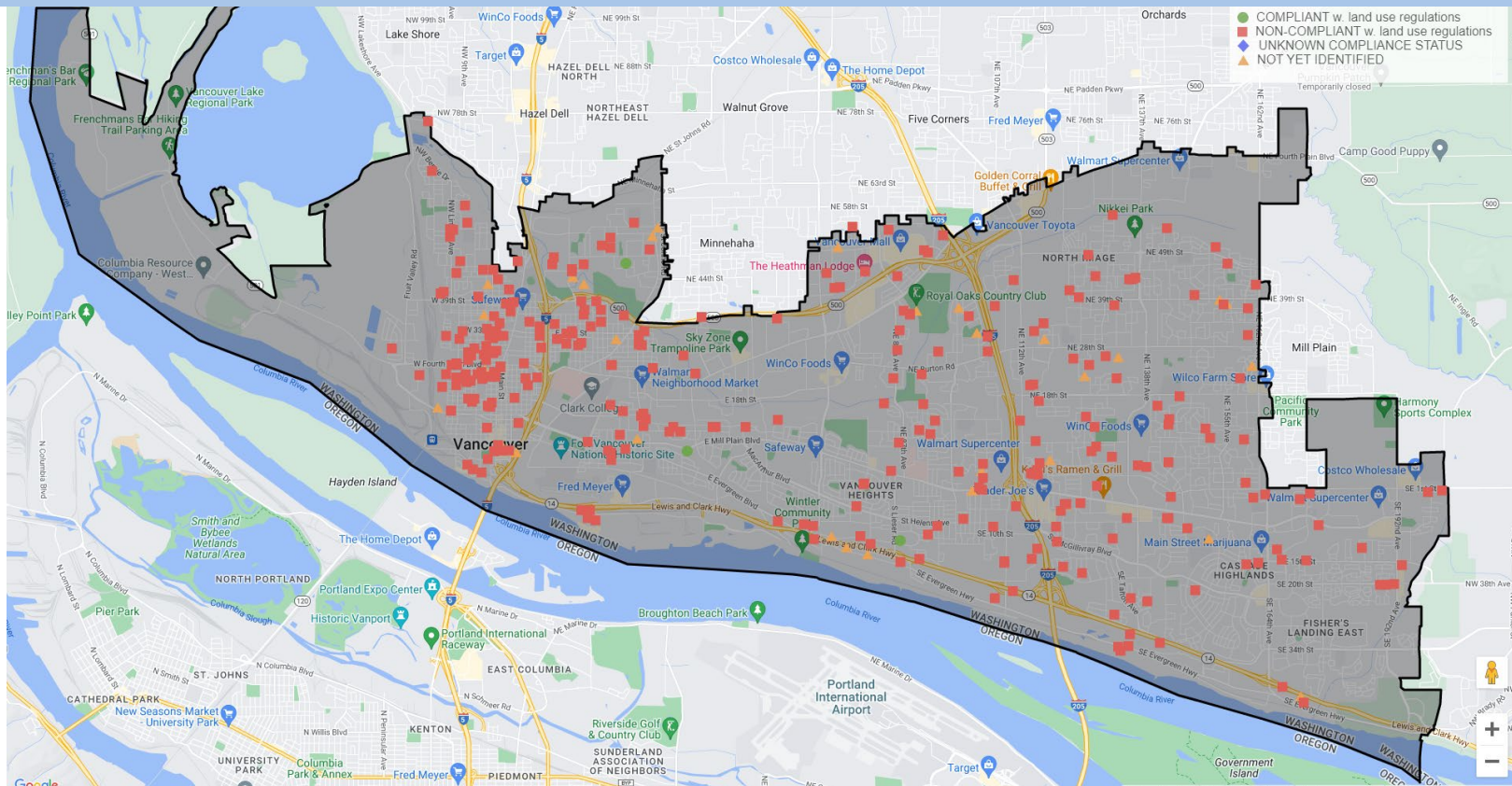
Room Type ⓘ



Bedrooms ⓘ



Short-Term Rentals: Where We are Now?



Short-Term Rentals: Outreach Summary

- Community survey: 783 responses
 - 56% of respondents would allow short-term rentals with regulations, 24% would allow short-term rentals with no regulations, and 20% would ban all short-term rentals
- Short-term rental host survey: Sent to 300 operators, 85 responses
 - 80% of respondents operate one short-term rental, 11 % operate two short-term rentals, and 6% operate 5 or more short-term rentals
- Online comment box: responses ongoing

Short-Term Rentals: Outreach Summary

- Conducted small group conversations with:
 - Short-term rental operators & hosts
 - Short-term rental users
 - Hotel industry
 - Tourism industry
 - Real estate agents
 - Housing advocates

Short-Term Rentals: Regulatory Research

- Looked at primarily WA jurisdictions:
 - Seattle
 - Spokane
 - Tacoma
 - Bellevue
 - Bellingham
 - Kent
 - Renton
 - Olympia
 - Everett
 - Skamania County

Short-Term Rentals: Regulatory Research

- Overall Trends:
 - Range of license fees, some require annual renewal
 - Most permit in all residential zones
 - Most have maximum of 30 days
 - Regulations to mitigate traffic, parking, trash, and noise
 - Regulations to support building safety
 - Ensure collection of taxes

Council & Planning Commission Direction

Policy Consideration	Council & PC comments	Staff Response	Code Regulation
Owner occupancy requirement	Generally opposition of such a requirement	Considered having owner occupancy requirement if renting one room in the home, but did not include due to challenges with monitoring, enforcement, and legal concerns	Not included in draft code
Lodging tax collection	Want to ensure that lodging taxes are being collected and remitted to the City	The City received approximately \$140k in short term rental taxes in 2022. City lodging tax is set at 4%	No action needed
Life/Safety inspection standards	Council brought up concern at June workshop, want standards without being over burdensome	Mirroring building code regulations – not suggesting specific building inspections for short-term rentals	STRs required to meet state and local health, safety, and building code regulations; language located in code and operator packet

Council & Planning Commission Direction

Policy Consideration	Council & PC comments	Staff Response	Code Regulation
Impacts to housing availability	City Council and Planning Commission both expressed concerns regarding STRs impact to the housing stock in Vancouver	Current impact to Vancouver housing market is small; however, staff will continue to monitor for impacts to housing availability or prices during the proposed pilot period, and will share this data with Council to determine if additional regulations are necessary.	Proposed code language excludes STRs from any development receiving the Multifamily Tax Exemption incentive.
Changes to Bed & Breakfast regulations	Update bed & breakfast regulations ensure clarity and fairness with any STR regulations	Staff believe current regulations are adequate, but will review as part of the Comprehensive Plan and Title 20 Update, when more information from the pilot period is available.	Not included in draft code

Draft Short-Term Rental Land Use Definition

- **Short-Term Rental.** A dwelling unit or individual rooms within a dwelling unit that are rented to a guest(s) by a short-term rental operator for fewer than 30 consecutive days. A short-term rental is not considered a hotel, motel or bed and breakfast.
- **Short-Term Rental Operator.** Any person who receives payment for owning or operating a dwelling unit, or portion thereof, as a short-term rental unit.

Draft Short-Term Rental Land Use Classification

- Listed as a residential use type
- Short-Term Rental. A dwelling unit or individual rooms within a dwelling unit that are rented to a guest(s) by a short-term rental operator for fewer than thirty consecutive days.
- Short-term rental permits are exempt from section 20.210 of the Development code

Draft Short-Term Rental Land Use Classification

- Short-term rentals are allowed in the following zones:
 - Low density residential: All zones
 - High density residential: All zones
 - Commercial: All zones
 - Industrial: OCI, ECX
- In all districts short-term rentals are limited uses that must follow regulations in new code section 20.835

Draft Short-Term Rental Regulations: 20.835

- Short-term rental use for fewer than thirty consecutive days
- Must register with WA State Department of Revenue and obtain a city of Vancouver business license if the business license threshold is met
- Must obtain a Short-Term Rental permit, one time \$250 fee

Draft Short-Term Rental Permit Requirements

- Must meet all applicable state and local health, safety and building code regulations such as fire and smoke protections, egress and accessibility, and structural design, as well as the provisions of WAC and RCW
- Must not generate measurable levels at the property line of dust, smoke, odor or glare or noise beyond those associated with a residential use. The short-term rental shall not generate solid waste in volume or type which is not normally associated with a residential use

Draft Short-Term Rental Permit Requirements

- Only permitted within a legally established dwelling unit
- Shall not be operated outdoors, in an accessory structure, in a recreational vehicle or any other non-residential structure
- Short-term rentals are not permitted in any dwelling unit or building that has received approval under the city's Multi-Family Tax Exemption program
- Must provide proof of valid liability insurance in accordance with provisions of the RCW

Draft Short-Term Rental Permit Requirements

- Must provide a courtesy notice regarding the short-term rental to all property owners abutting or adjacent to the proposed short-term rental. Notice must include:
 - Description of the operation
 - Number of bedrooms to be rented to overnight guests
 - Contact information for the owner or operator by phone

Draft Short-Term Rental Permit Approval Criteria

- Affidavit of mailing showing proof of mailing of letter of notification to property owners abutting and adjacent to the proposed short-term rental
- Copy of Liability Insurance for the rental property
- Acknowledgement by the owner stating that the short-term rental shall comply with the required standards in 20.835.050 VMC and allowing the City to inspect the premises as needed

Draft Short-Term Rental Violations

- Unlawful to operate without a permit
- Failure of the owner or authorized agent or local contact of a short-term rental to meet the standards contained herein shall be subject to the enforcement provisions contained in 22.02.020 VMC:
 1. Correction Notice
 2. Notice of Civil Violation and Order
 3. Order to Revoke Permit

March Planning Commission Workshop

- Requiring STR permits to be renewed after 24-month pilot period
- Ongoing compliance monitoring to ensure all STRs have COV STR permit
- Define code compliance process for STR violations
- Consider requiring inspections for all new STR permit applicants
- Create a operator packet for all new STR applications

Short-Term Rental Community Outreach

- BeHeard page updated to include proposed regulations:
cityofvancouver.us/str
- Community survey and comment box to be posted on BeHeard page
- Notification letter and email to STR operators that permits are now required, will include link to operator packet

Short-Term Rental Operator Packet

- Good neighbor guidelines to be posted inside STR unit
- Updated FAQs
- Template neighbor notification letter
- Permit Application
 - Statement applicant will follow all Vancouver and RCW laws and regulations, and will allow inspections
 - Copy of liability insurance
 - Business license (as required)

Short-Term Rental Regulatory Implementation

- Pilot permitting process for first 24 months
- Ongoing monitoring of STR counts by comparing our list of STR permits against the monthly report from Host Compliance
- Consider creating an STR dashboard and having that available on the STR web page, personal information would be redacted
- Come back to Council within a year to provide update, and at the 24 month mark to determine permanent permitting process

Discussion

Questions for Council Discussion

- Comments on how staff incorporated City Council and Planning Commission input
- Overall thoughts on regulations, implementation, and next steps

Short-Term Rentals: Next Steps

- Planning Commission Public Hearing on April 10
- Outreach efforts ongoing
- City Council Public Hearing late spring/early summer
- Notification to operators and platforms
- Enact internal permitting process

Thank You

Short-term Rental Website

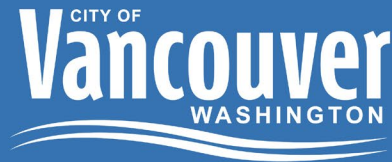
cityofvancouver.us/str

Becky Coutinho, Associate Long Range Planner, Community Development Department

Becky.coutinho@cityofvancouver.us

William Cooley, Community Engagement Manager, Community Development Department

William.Cooley@cityofvancouver.us





Staff Report: 044-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/3/2023

SUBJECT 2023 Slurry Seal Project

Key Points

- The City maintains approximately 1,900 lane miles of streets in its system.
- The City's annual resurfacing and preservation contracts provide for proactive investment in prolonging the life of the curb to curb paved street surface.
- The 2023 program includes approximately 25 lane miles of street preservation.
- The City does not have adequate staff or equipment to do the type of work being done as part of this project; contracting out this type of seasonal street maintenance and preservation is a more cost-effective approach than building in house capacity.

Strategic Plan Alignment

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

Present Situation

On March 9, 2021, the City received bids for the 2021 Joint Agency Slurry Seal Project, which was awarded to Blackline, Inc, of Vancouver, Washington with the City of Vancouver's portion of the work being approved for \$276,155. As part of the bid, the contractor executed a separate contract with each agency. In addition, the participating agencies 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 and Clark County discussed a contract extension with Blackline for 2023 and decided that it was in our best interests to do so. All 2023 work quantities were sent to Blackline, Inc. and proposed 2023 pricing was agreed upon for the unit bid items. The 2023 City of Vancouver portion of the work is \$381,490. The Engineer's Estimate for this amendment was less than the threshold to require an apprenticeship utilization goal.

Advantage(s)

1. Will result in improved pavement on approximately 25 lane miles of streets in Vancouver, protecting the City's investment in its street network.
2. The City of Vancouver and Clark County are working cooperatively to make the best use of limited funds and save administrative costs and time during the bidding process by extending the contract.
3. Will reduce higher maintenance costs on City streets, as well as extend the life of the pavement before more costly treatments are required.

Disadvantage(s)

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

Budget Impact

The project is currently funded through the Pavement Management Program in the Street Fund. No additional budget appropriation is required.

Prior Council Review

None

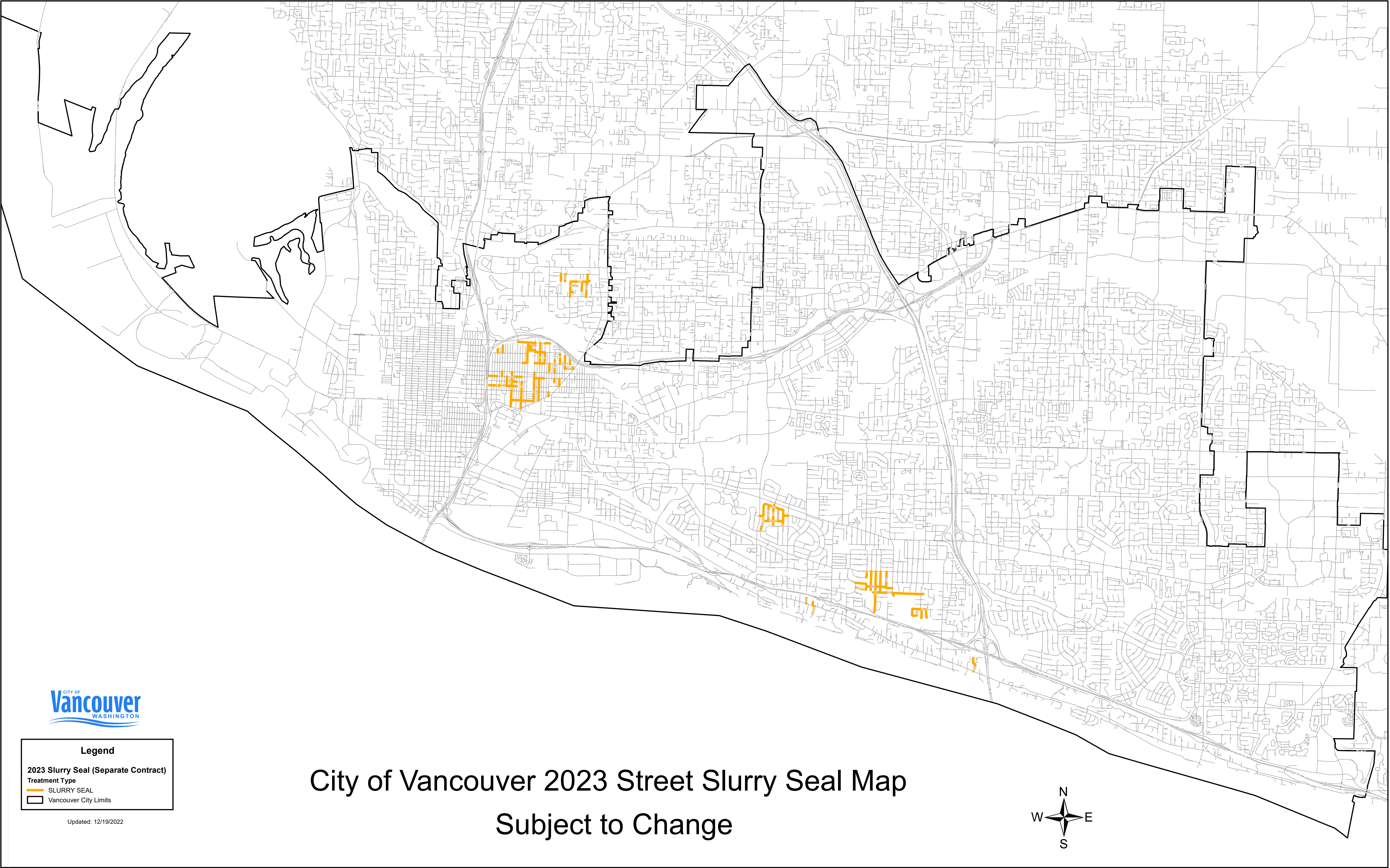
Action Requested

On April 3, 2023, amend the Blackline, Inc, of Vancouver, Washington construction contract for the 2023 Joint Agency Slurry Seal Project for sealing for one (1) additional year for their adjusted bid price of \$381,490.00, which includes Washington State sales tax.

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

ATTACHMENTS:

- ▢ 2023 Slurry Seal Map
- ▢ C-100557 - Amendment No. 2



CONTRACT #C-100577

AMENDMENT No. 2

ITB 21-06: 2021 Joint Agency Slurry Seal Project

This Agreement amends the public works Contract number C-100577 by and between the City of Vancouver, hereinafter referred to as “City”, and Blackline, Inc hereinafter referred to as "Contractor", whose address is 13023 NE Hwy 99, Ste #7, PMB 196, Vancouver, WA 98686 for services offered.

This amendment amends the original Contract as follows:

1. This Work shall be performed on the streets listed in herein attached spreadsheet and by reference made part of this Amendment “2023 COV Slurry Streets List” and as shown on herein attached “2023 Pavement Slurry Seal Quantities - Final” and by reference made part of this Amendment “2023 Street Slurry Seal Map” “City of Vancouver 2023 Slurry Seals Individual Map Areas” and at the direction of City personnel.
2. Compensation for work performed shall be calculated based on updated pricing contained in herein attached document and hereby reference made part of this Amendment “2023 Pavement Slurry Seal Quantities – Final”.
3. Total compensation to Contractor for above work performed shall not exceed \$358,430.00 as detailed in herein attached spreadsheet 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.
4. The following special conditions shall apply to work performed under this Amendment. In case of conflict these special conditions shall apply.
 - a. Work in the City of Vancouver shall begin on or after July 5, 2023. Slurry sealing on City of Vancouver streets shall be completed by August 23, 2023 with the following exceptions:
 - a. The annual Ride Around Clark County (RACC) will be on July 22 in 2023. No work shall take place on that day.
 - b. Striping may be removed with either a hydroblaster or a grinder. Road surfaces shall be undamaged, clean and dry after striping removal.
 - c. The City will complete all striping and will be responsible for its layout.
 - d. Speed Bump Clarification – treatment shall cover any speed bumps.
 - e. The City of Vancouver will require that the contractor place a cone in all driveways of residents that will be affected by the slurry seal work that day.
5. 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:

Blackline, Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

2023 PAVEMENT SLURRY SEAL QUANTITIES - FINAL

12-Jan-23

CITY OF VANCOUVER

ITEM NO.	DESCRIPTION	QTY	UNIT	COST	TOTAL
1A	FLAGGERS AND SPOTTERS	130	HR	\$ 55.00	\$ 7,150.00
2A	PORTABLE CHANGEABLE MESSAGE SIGN	2	EA	\$ 1,200.00	\$ 2,400.00
3A	LATEX MODIFIED SLURRY SEAL, TYPE II	178,000	SY	\$ 1.96	\$ 348,880.00

TOTAL SCHEDULE "A"

\$ 358,430.00

City of Vancouver 2023 Slurry Seal Streets List

<u>MAP #</u>	<u>STREET & SEGMENT ID</u>	<u>STREET NAME</u>	<u>FROM STREET NAME</u>	<u>TO STREET NAME</u>	<u>WIDTH</u>	<u>LENGTH</u>	<u>AREA</u>
1	00023100 - 0020	NE 24TH AVE	END SECTION	NE 52ND ST	28	155	482
1	00023100 - 0030	NE 24TH AVE	NE 52ND ST	NE 53RD ST	28	105	327
1	00024650 - 0050	NE 25TH PL	END SECTION	NE 53RD ST	28	385	1198
1	00025200 - 0030	NE 26TH AVE	NE 49TH ST	NE 50TH CIR	24	262	699
1	00025200 - 0040	NE 26TH AVE	NE 50TH CIR	NE HAWTHORNE CIR	24	350	933
1	00025200 - 0050	NE 26TH AVE	NE HAWTHORNE CIR	NE 51ST ST	24	235	627
1	00226450 - 0100	NE HAWTHORNE CIR	NE 26TH AVE	CUL-DE-SAC	28	372	1157
1	00027000 - 0060	NE 28TH AVE	END SECTION	NE 51ST ST	28	529	1647
1	00028200 - 0040	NE 29TH AVE	NE 49TH ST	NE 51ST ST	28	874	2719
1	00028200 - 0050	NE 29TH AVE	NE 51ST ST	NE 53RD ST	30	378	1260
1	00044100 - 0007	NE 50TH CIR	NE 26TH AVE	CUL-DE-SAC	28	130	404
1	00044900 - 0023	NE 51ST ST	NE 26TH AVE	NE 28TH AVE	24	639	1704
1	00044900 - 0024	NE 51ST ST	NE 28TH AVE	END SECTION	24	129	345
1	00044900 - 0025	NE 51ST ST	END SECTION	NE 29TH AVE	15	120	200
1	00044900 - 0027	NE 51ST ST	NE 29TH AVE	END SECTION	20	60	133
							13835
2	00033200 - 0060	E 34TH ST	Y ST	ST JOHNS BLVD	34	430	1624
2	00034400 - 0140	E 35TH ST	Q ST	R ST	36	230	920
2	00034400 - 0150	E 35TH ST	S ST	T ST	36	230	920
2	00034400 - 0160	E 35TH ST	T ST	U ST	36	225	900
2	00036200 - 0145	E 37TH ST	R ST	S ST	24	370	987
2	00036200 - 0150	E 37TH ST	S ST	T ST	24	240	640
2	00036200 - 0160	E 37TH ST	T ST	U ST	24	246	656
2	00036850 - 0100	E 38TH LOOP	E 37TH ST	S ST	16	600	1067
2	00038100 - 0080	E 39TH ST	P ST	S ST	41	950	4328
2	00038100 - 0110	E 39TH ST	U ST	V ST	29	280	902
2	00233400 - 0090	L ST	E 37TH ST	END SECTION	39	230	997
2	00238100 - 0070	M ST	E 37TH ST	END SECTION	34	410	1549
2	00254800 - 0110	R ST	E 35TH ST	E 37TH ST	16	520	924
2	00254800 - 0115	R ST	E 37TH ST	E 37TH ST	23	220	562
2	00254800 - 0120	R ST	E 37TH ST	END SECTION	23	295	755
2	00264400 - 0110	T ST	E 35TH ST	E 37TH ST	35	630	2450
2	00264400 - 0120	T ST	E 37TH ST	E 39TH ST	35	495	1925

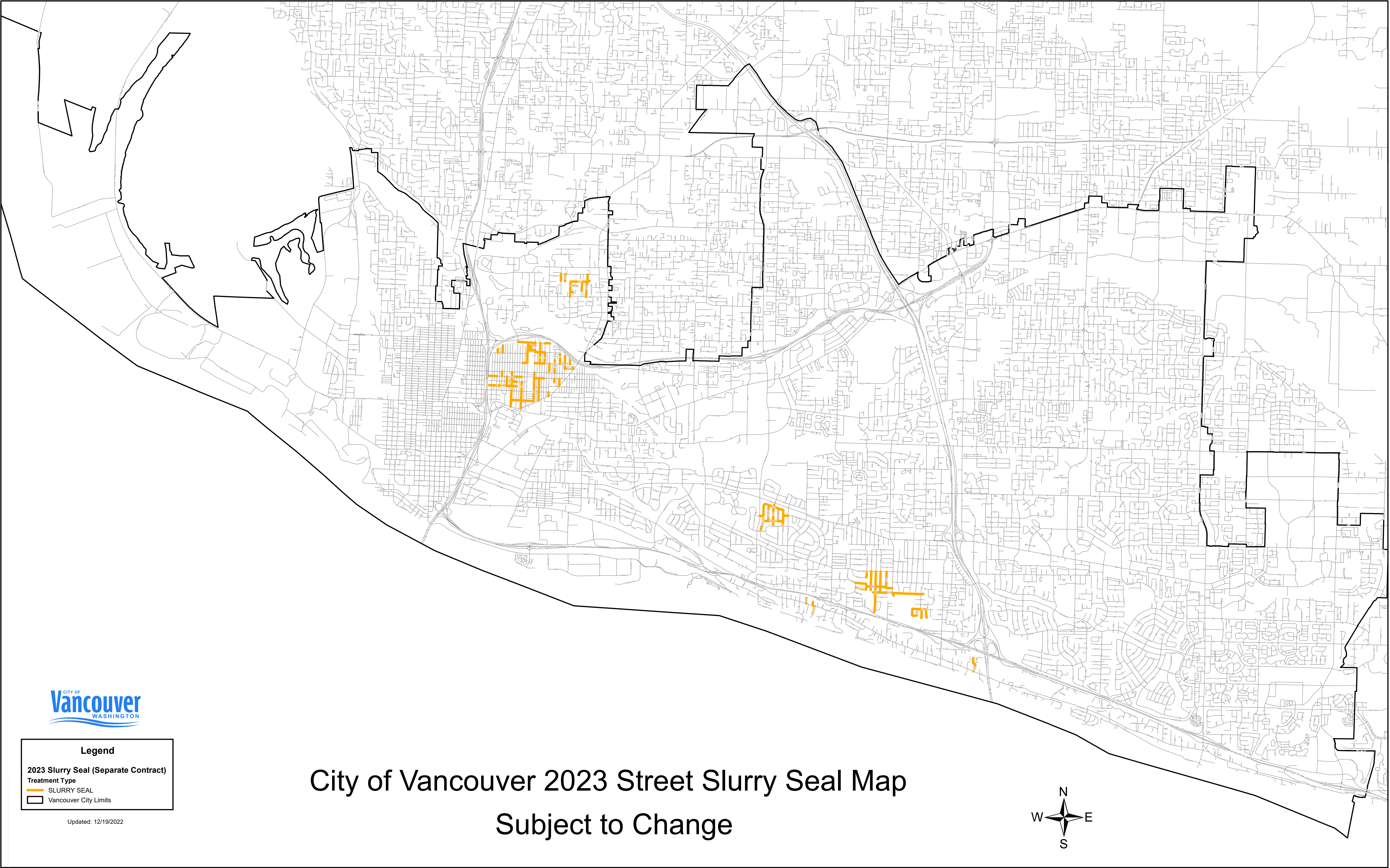
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2	00266700 - 0140	U ST	E 35TH ST	E 37TH ST	35	605	2353
2	00267200 - 0130	V ST	E 33RD ST	E 35TH ST	35	515	2003
2	00268500 - 0080	W ST	E 33RD ST	E 35TH ST	30	520	1733
2	00268500 - 0090	W ST	E 35TH ST	END SECTION	34	170	642
2	00271500 - 0130	X ST	E 35TH ST	END SECTION	36	200	798
2	00271700 - 0070	Y ST	E 34TH ST	E 35TH ST	35	255	992
2	00271700 - 0080	Y ST	E 35TH ST	CUL-DE-SAC	35	512	1991
2	00271900 - 0200	Z ST	E 35TH ST	END SECTION	35	285	1108
							33726
3	00026600 - 0110	E 27TH ST	O ST	P ST	25	245	681
3	00026600 - 0120	E 27TH ST	P ST	Q ST	36	230	920
3	00026600 - 0130	E 27TH ST	Q ST	R ST	36	235	940
3	00026600 - 0140	E 27TH ST	R ST	S ST	36	370	1480
3	00029400 - 0070	E 30TH ST	END SECTION	K ST	33	150	550
3	00029400 - 0080	E 30TH ST	K ST	L ST	31	240	827
3	00029400 - 0090	E 30TH ST	L ST	M ST	26	240	693
3	00029400 - 0100	E 30TH ST	M ST	N ST	30	240	800
3	00029400 - 0110	E 30TH ST	N ST	O ST	30	235	783
3	00029400 - 0120	E 30TH ST	O ST	P ST	23	250	639
3	00030300 - 0110	E 31ST ST	N ST	O ST	23	235	601
3	00030300 - 0120	E 31ST ST	O ST	P ST	23	240	613
3	00031300 - 0070	E 32ND ST	END SECTION	K ST	36	150	600
3	00031300 - 0080	E 32ND ST	K ST	L ST	30	240	800
3	00031300 - 0120	E 32ND ST	O ST	P ST	22	245	599
3	00031300 - 0130	E 32ND ST	P ST	Q ST	23	240	613
3	00031300 - 0160	E 32ND ST	S ST	T ST	30	225	750
3	00031300 - 0170	E 32ND ST	T ST	U ST	30	220	733
3	00238100 - 0040	M ST	E 32ND ST	E 33RD ST	30	225	750
3	00246100 - 0020	N ST	E 30TH ST	E 31ST ST	31	260	896
3	00246100 - 0030	N ST	E 31ST ST	E 32ND ST	30	250	833
3	00248100 - 0010	O ST	E FOURTH PLAIN BLVD	E 27TH ST	27	345	1035
3	00248100 - 0020	O ST	E 27TH ST	E 29TH ST	27	485	1455
3	00248100 - 0030	O ST	E 29TH ST	E 30TH ST	36	260	1040
3	00248100 - 0040	O ST	E 30TH ST	E 31ST ST	36	260	1040
3	00248100 - 0050	O ST	E 31ST ST	E 32ND ST	36	250	1000
3	00248100 - 0060	O ST	E 32ND ST	E 33RD ST	36	225	900
3	00254700 - 0010	Q ST	ST JOHNS BLVD	E 27TH ST	36	440	1760

<u>MAP #</u>	<u>STREET & SEGMENT ID</u>	<u>STREET NAME</u>	<u>FROM STREET NAME</u>	<u>TO STREET NAME</u>	<u>WIDTH</u>	<u>LENGTH</u>	<u>AREA</u>
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3	00257800 - 0060	S ST	E 28TH ST	E 29TH ST	36	220	880
3	00257800 - 0070	S ST	E 29TH ST	E 30TH ST	30	256	853
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3	00257800 - 0090	S ST	E 32ND ST	E 33RD ST	30	220	733
3	00264400 - 0060	T ST	ST JOHNS BLVD	E 29TH ST	41	445	2027
3	00264400 - 0070	T ST	E 29TH ST	E 30TH ST	41	260	1184
3	00264400 - 0080	T ST	E 30TH ST	E 32ND ST	41	504	2296
3	00267200 - 0090	V ST	ST JOHNS BLVD	E 29TH ST	38	180	760
3	00268500 - 0060	W ST	END SECTION	E 32ND ST	30	225	750
3	00271500 - 0100	X ST	ST JOHNS BLVD	E 32ND ST	36	407	1628
							42761
4	00215600 - 0100	DELAWARE LN	N MORRISON RD	S KNOXVILLE WAY	40	235	1044
4	00220900 - 0010	FLINT WAY	TENNESSEE LN	KENTUCKY DR	34	255	963
4	00220900 - 0020	FLINT WAY	KENTUCKY DR	OHIO DR	34	820	3098
4	00220900 - 0030	FLINT WAY	OHIO DR	E MILL PLAIN BLVD	40	155	689
4	00231900 - 0010	KENTUCKY DR	ST LOUIS WAY	LOUISVILLE WAY	35	260	1011
4	00231900 - 0020	KENTUCKY DR	LOUISVILLE WAY	FLINT WAY	35	275	1069
4	00231900 - 0030	KENTUCKY DR	FLINT WAY	LEXINGTON WAY	35	270	1050
4	00231900 - 0040	KENTUCKY DR	LEXINGTON WAY	N KNOXVILLE WAY	35	265	1031
4	00232900 - 0010	N KNOXVILLE WAY	TENNESSEE LN	KENTUCKY DR	34	275	1039
4	00232900 - 0020	N KNOXVILLE WAY	KENTUCKY DR	DELAWARE LN	34	320	1209
4	00232900 - 0030	N KNOXVILLE WAY	DELAWARE LN	OHIO DR	34	300	1133
4	00236200 - 0010	LEXINGTON WAY	KENTUCKY DR	OHIO DR	34	680	2569
4	00237700 - 0010	LOUISVILLE WAY	KENTUCKY DR	OHIO DR	34	860	3249
4	00249200 - 0010	OHIO DR	ST LOUIS WAY	LOUISVILLE WAY	34	255	963
4	00249200 - 0020	OHIO DR	LOUISVILLE WAY	FLINT WAY	34	245	926
4	00249200 - 0030	OHIO DR	FLINT WAY	LEXINGTON WAY	34	290	1096
4	00249200 - 0040	OHIO DR	LEXINGTON WAY	S KNOXVILLE WAY	34	240	907
4	00261700 - 0020	ST LOUIS WAY	MISSOURI DR	KENTUCKY DR	34	575	2172
4	00261700 - 0030	ST LOUIS WAY	KENTUCKY DR	WICHITA DR	36	275	1100
4	00261700 - 0040	ST LOUIS WAY	WICHITA DR	OHIO DR	34	635	2399
4	00270300 - 0030	WICHITA DR	N ANDRESEN RD	ST LOUIS WAY	34	155	586
							29302

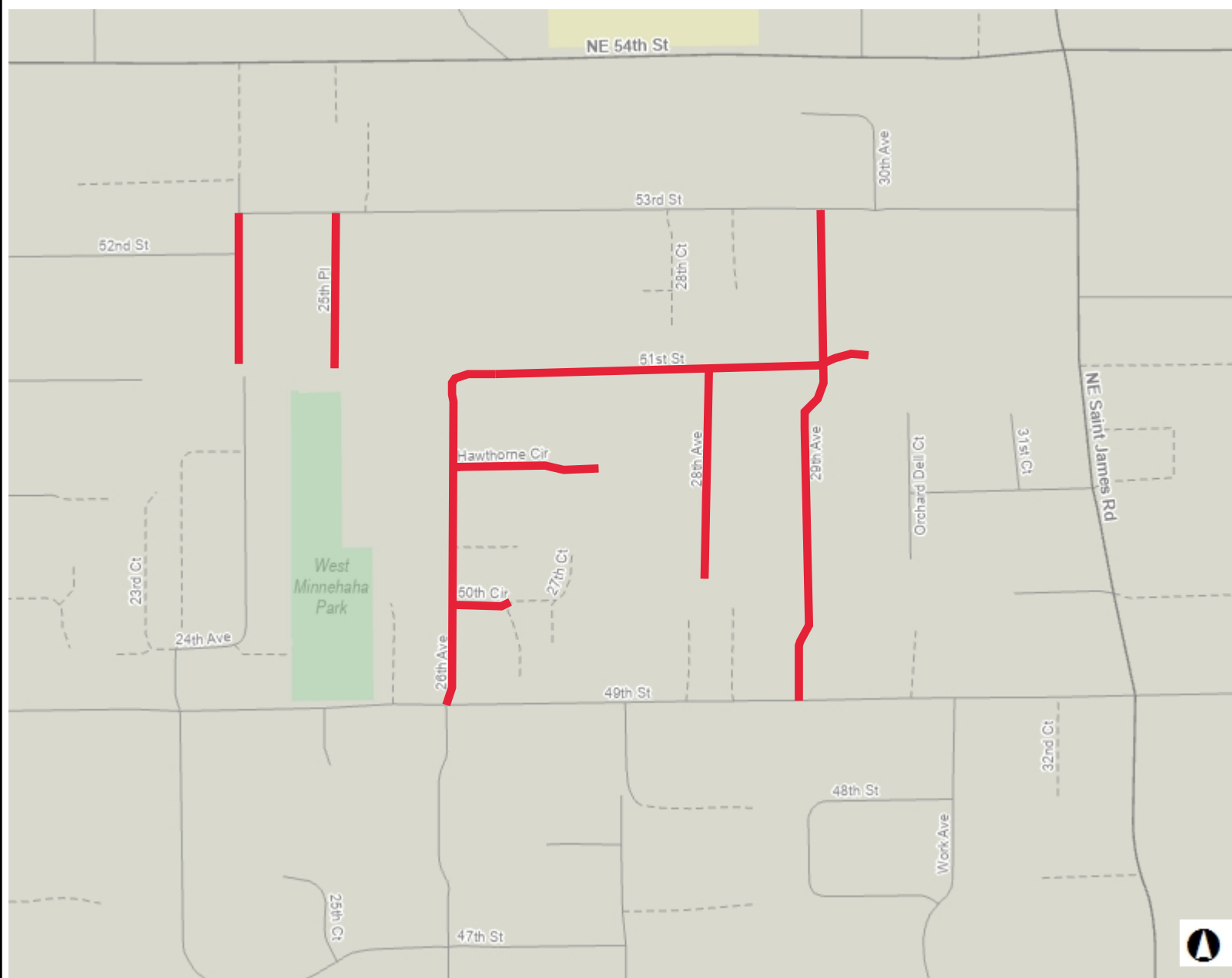
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5	00059600 - 0005	SE 82ND CT	SE EVERGREEN HWY	END SECTION	26	200	578
5	00226500 - 0010	SE HAWKS VIEW CT	CUL-DE-SAC	SE EVERGREEN HWY	28	468	1456
							3045
6	00067600 - 0010	SE 94TH AVE	END SECTION	SE BUTTE AVE	34	250	944
6	00067600 - 0020	SE 94TH AVE	SE BUTTE AVE	ST HELENS AVE	34	775	2928
6	00068200 - 0010	SE 95TH AVE	SE FRENCH RD	SE 15TH ST	40	175	778
6	00068200 - 0020	SE 95TH AVE	SE 15TH ST	SE 14TH ST	40	625	2778
6	00068200 - 0030	SE 95TH AVE	SE 14TH ST	SE 13TH ST	40	200	889
6	00068200 - 0040	SE 95TH AVE	SE 13TH ST	SE 12TH ST	40	250	1111
6	00068200 - 0050	SE 95TH AVE	SE 12TH ST	SE BUTTE AVE	40	190	844
6	00068200 - 0060	SE 95TH AVE	SE BUTTE AVE	ST HELENS AVE	26	725	2094
6	00069100 - 0006	SE 96TH AVE	SE 12TH ST	SE BUTTE AVE	40	350	1556
6	00069100 - 0010	SE 96TH AVE	SE BUTTE AVE	ST HELENS AVE	34	805	3041
6	00069700 - 0010	SE 97TH AVE	SE BUTTE AVE	ST HELENS AVE	34	860	3249
6	00070200 - 0003	SE 98TH AVE	END SECTION	SE 12TH ST	34	290	1096
6	00207600 - 0010	SE BUTTE AVE	SE COLUMBIA RIDGE DR	MT LASSEN AVE	22	620	1516
6	00207600 - 0020	SE BUTTE AVE	MT LASSEN AVE	SE 94TH AVE	34	200	756
6	00207600 - 0030	SE BUTTE AVE	SE 94TH AVE	SE 95TH AVE	40	235	1044
6	00207600 - 0040	SE BUTTE AVE	SE 95TH AVE	SE 96TH AVE	40	250	1111
6	00207600 - 0060	SE BUTTE AVE	SE 96TH AVE	SE 97TH AVE	34	350	1322
6	00207600 - 0070	SE BUTTE AVE	SE 97TH AVE	SE 98TH AVE	34	300	1133
6	00245100 - 0010	MT LASSEN AVE	SE COLUMBIA RIDGE DR	SE BUTTE AVE	22	790	1931
6	00245400 - 0010	MT SHASTA DR	BEACON AVE	ST HELENS AVE	20	320	711
6	00011200 - 0050	SE 12TH CIR	SE 104TH AVE	CUL-DE-SAC	40	130	578
6	00011900 - 0005	SE 12TH ST	END SECTION	SE 95TH AVE	40	127	564
6	00011900 - 0010	SE 12TH ST	SE 95TH AVE	SE 96TH AVE	40	225	1000
6	00011900 - 0020	SE 12TH ST	SE 96TH AVE	SE 98TH AVE	40	675	3000
6	00011900 - 0030	SE 12TH ST	SE 98TH AVE	SE 99TH AVE	40	350	1556
6	00011900 - 0040	SE 12TH ST	SE 99TH AVE	SE 101ST AVE	40	250	1111
6	00011900 - 0050	SE 12TH ST	SE 101ST AVE	SE 102ND AVE	40	350	1556
6	00011900 - 0060	SE 12TH ST	SE 102ND AVE	SE 103RD AVE	40	275	1222
6	00011900 - 0070	SE 12TH ST	SE 103RD AVE	SE 104TH AVE	40	250	1111
							42530
7	00015300 - 0020	SE 15TH ST	SE 102ND AVE	SE 103RD AVE	40	225	1000

<u>MAP #</u>	<u>STREET & SEGMENT ID</u>	<u>STREET NAME</u>	<u>FROM STREET NAME</u>	<u>TO STREET NAME</u>	<u>WIDTH</u>	<u>LENGTH</u>	<u>AREA</u>
7	00015300 - 0030	SE 15TH ST	SE 103RD AVE	SE 104TH CT	40	225	1000
7	00015300 - 0040	SE 15TH ST	SE 104TH CT	SE 105TH CT	40	275	1222
7	00016300 - 0050	SE 16TH ST	SE 102ND AVE	SE 103RD AVE	34	225	850
7	00072900 - 0010	SE 102ND AVE	SE 16TH ST	SE 15TH ST	22	375	917
7	00073600 - 0010	SE 103RD AVE	SE 16TH ST	SE 15TH ST	34	325	1228
7	00074600 - 0010	SE 104TH CT	END SECTION	SE 15TH ST	34	575	2172
7	00075200 - 0010	SE 105TH AVE	SE 105TH CT	SE 15TH ST	34	220	831
7	00075600 - 0010	SE 105TH CT	CUL-DE-SAC	SE 105TH AVE	34	275	1039
							10259
8	00081500 - 0010	SE 115TH CT	SE EVERGREEN HWY	CUL-DE-SAC	28	800	2489
							2489

Total SY = 177947



Map # 1 - City of Vancouver 2023 Slurry Seals - West Minnehaha Neighborhood

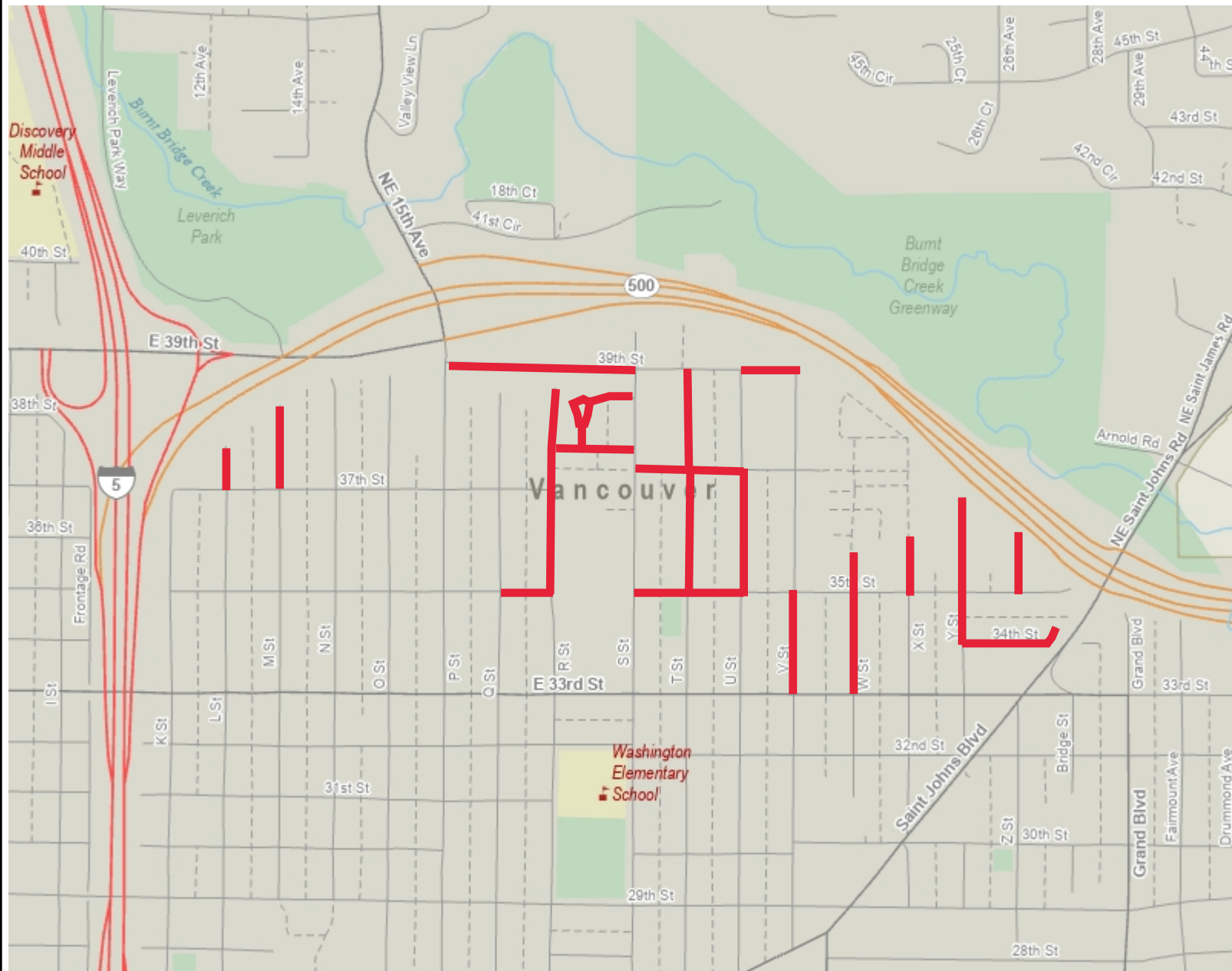


Notes:

— = Slurry 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 #2 - City of Vancouver 2023 Slurry Seals - Rose Village Neighborhood North

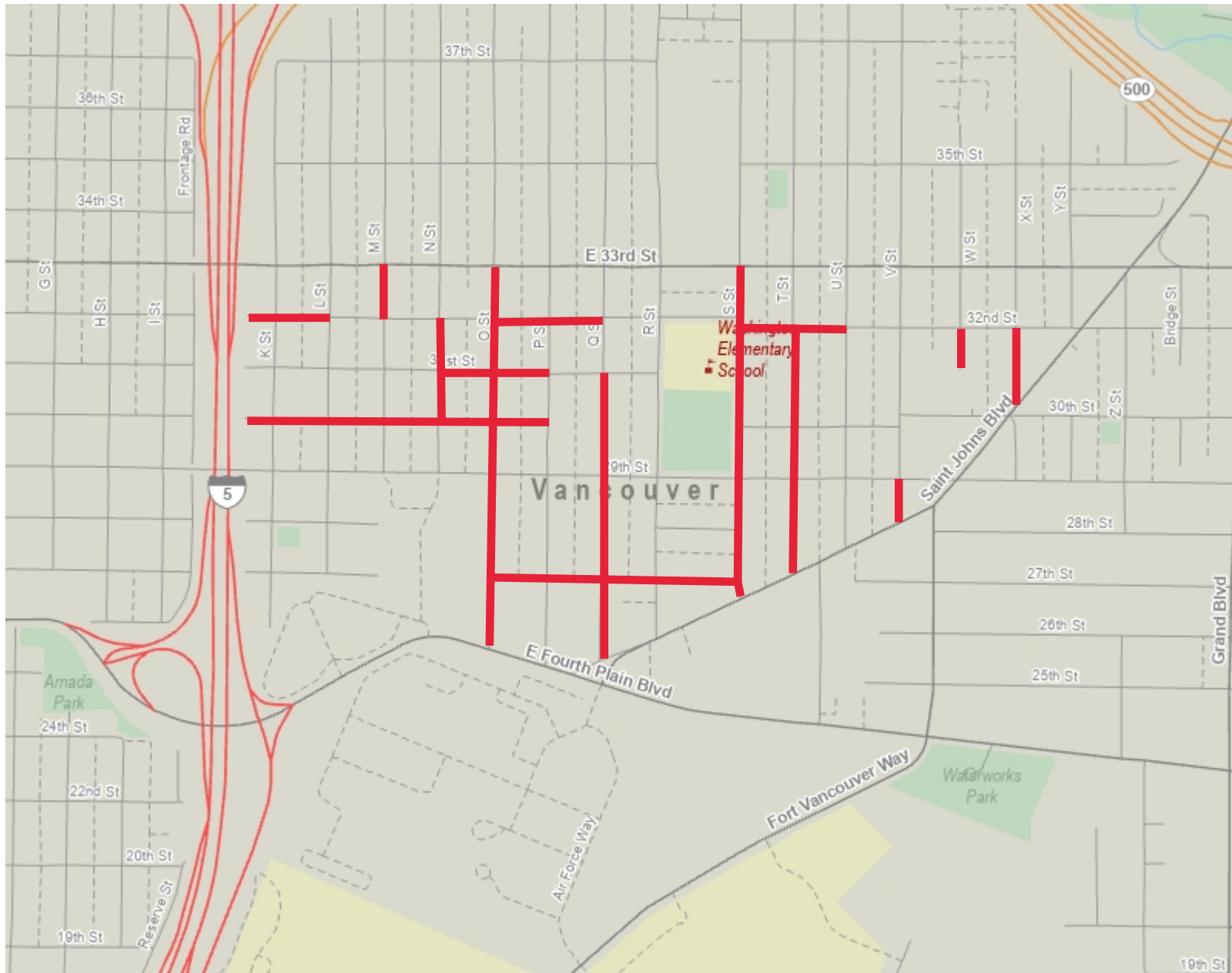


Notes:

— = Slurry 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 #3 - City of Vancouver 2023 Slurry Seals - Rose Village Neighborhood South

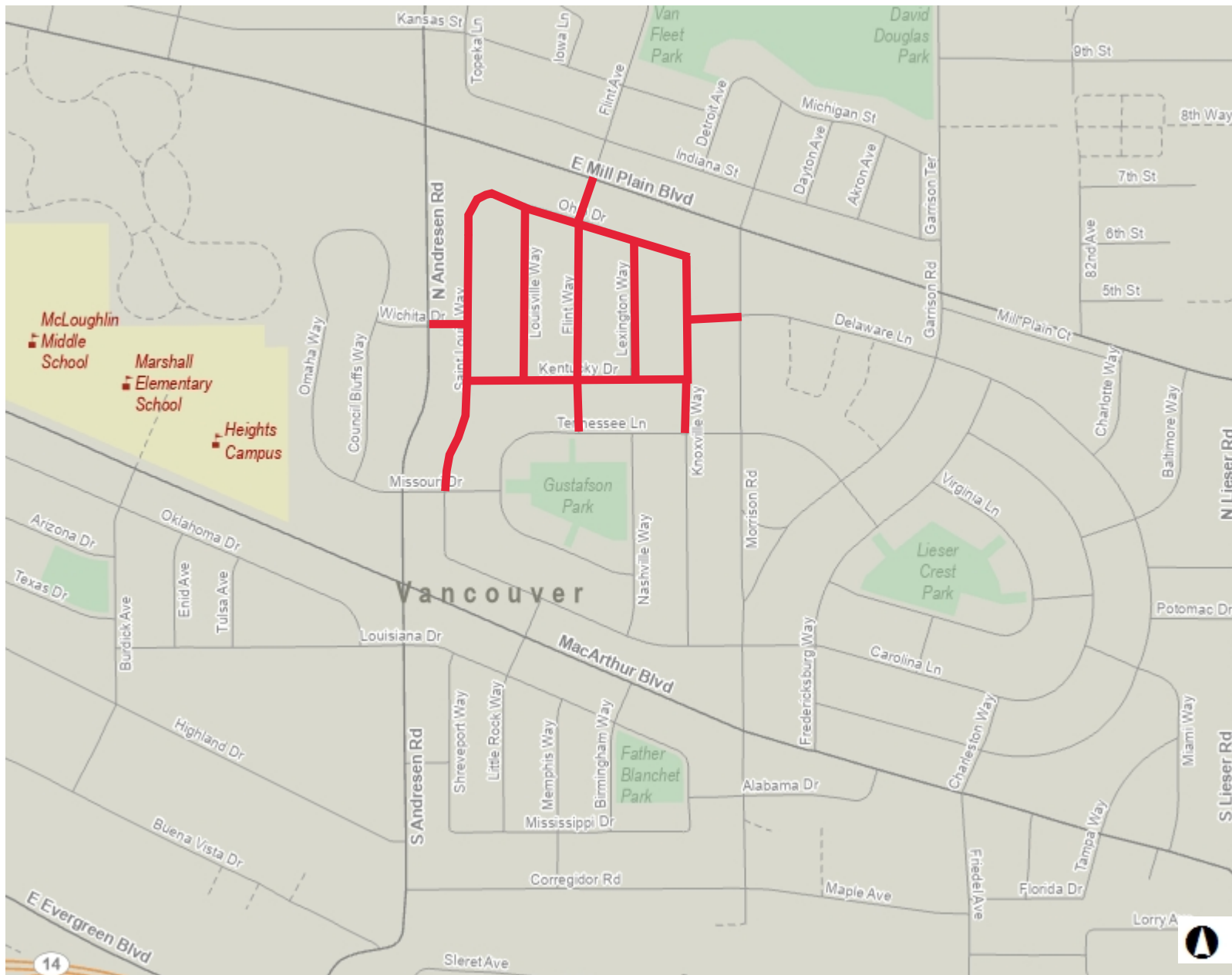


Notes:

— = Slurry 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 # 4 - City of Vancouver 2023 Slurry Seals - Vancouver Heights Neighborhood

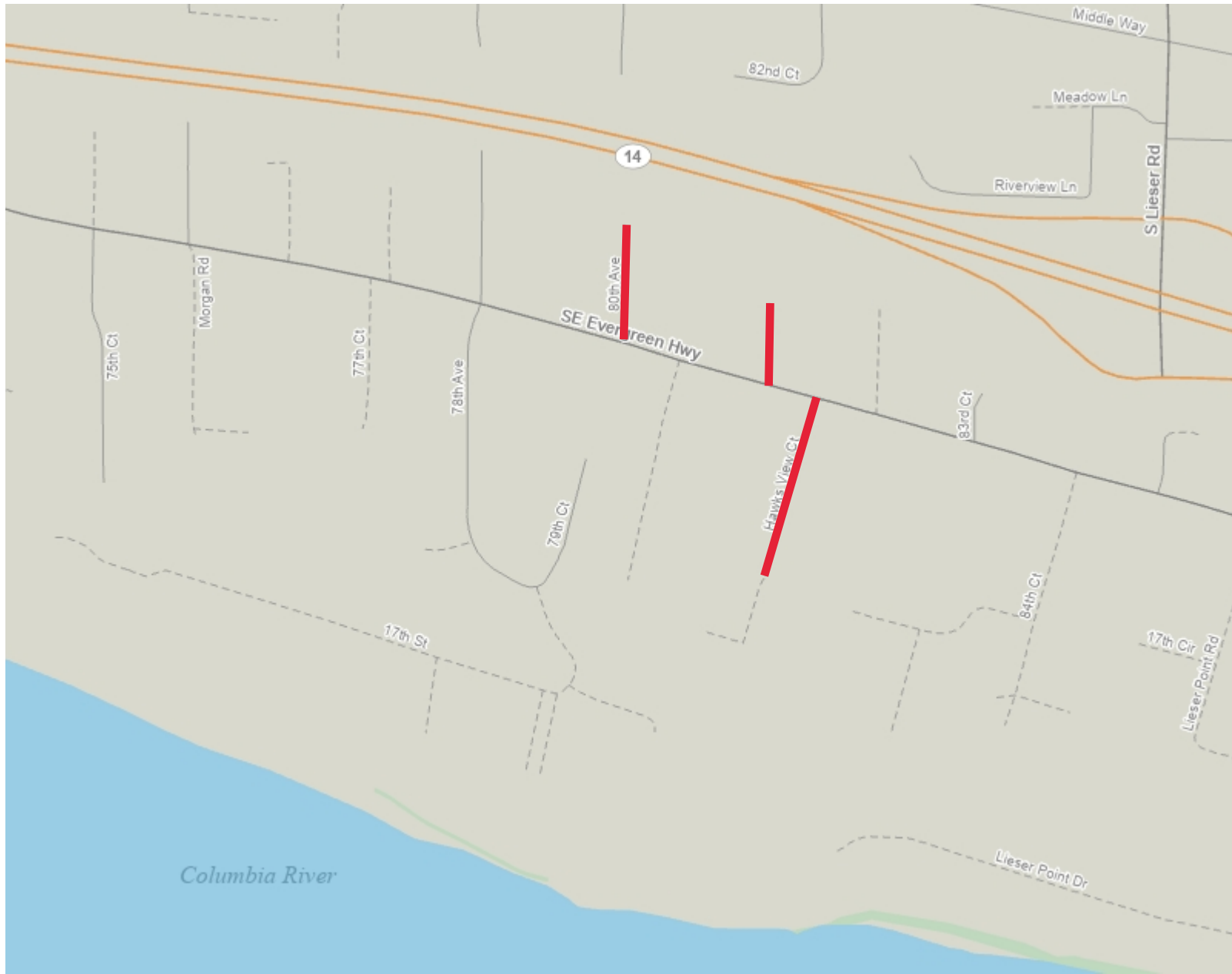


Notes:

 = Slurry 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 #5 - City of Vancouver 2023 Slurry Seals - Old Evergreen Hwy Neighborhood

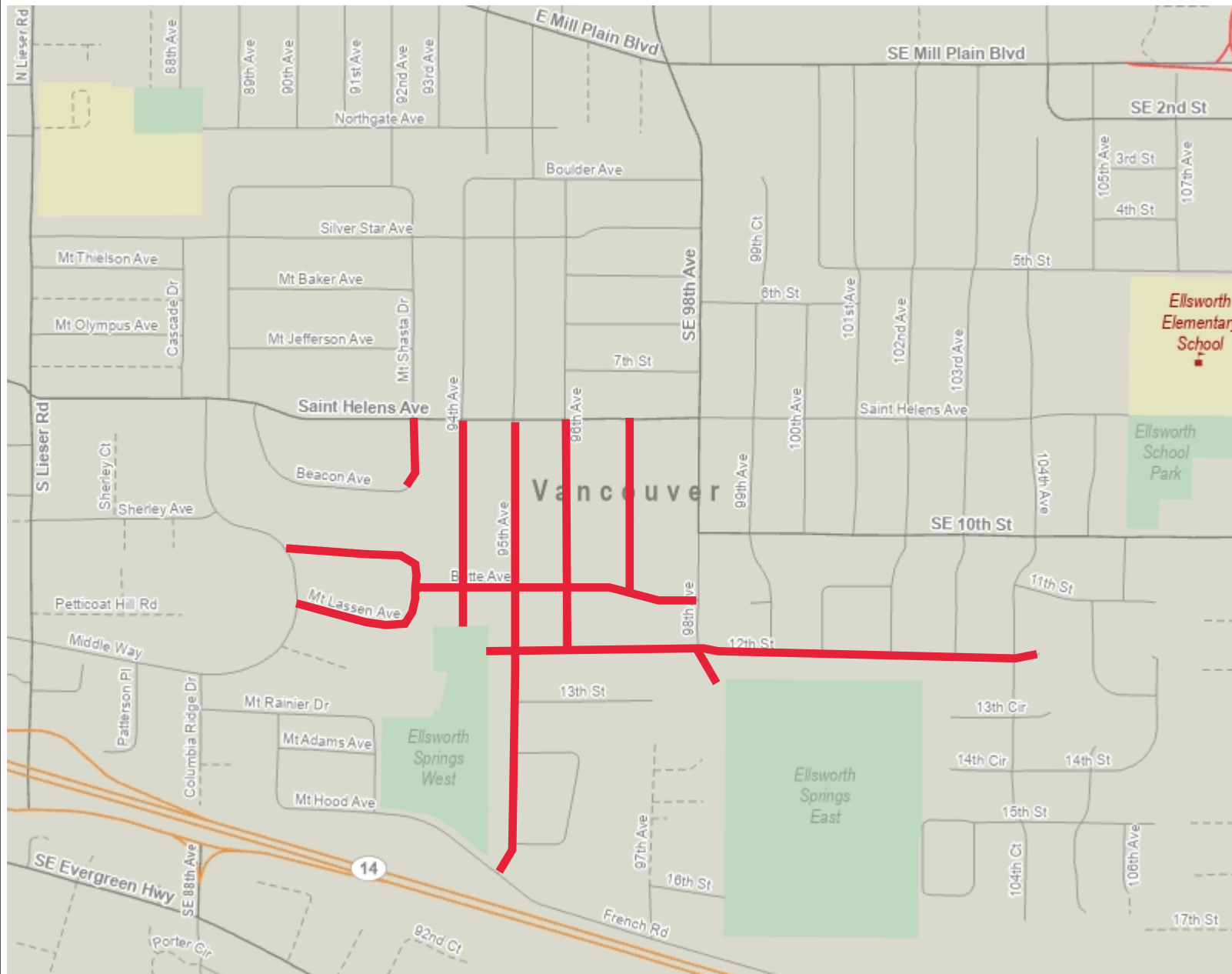


Notes:

█ = Slurry 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 2023 Slurry Seals - Vancouver Heights & Ellsworth Springs Neighborhoods

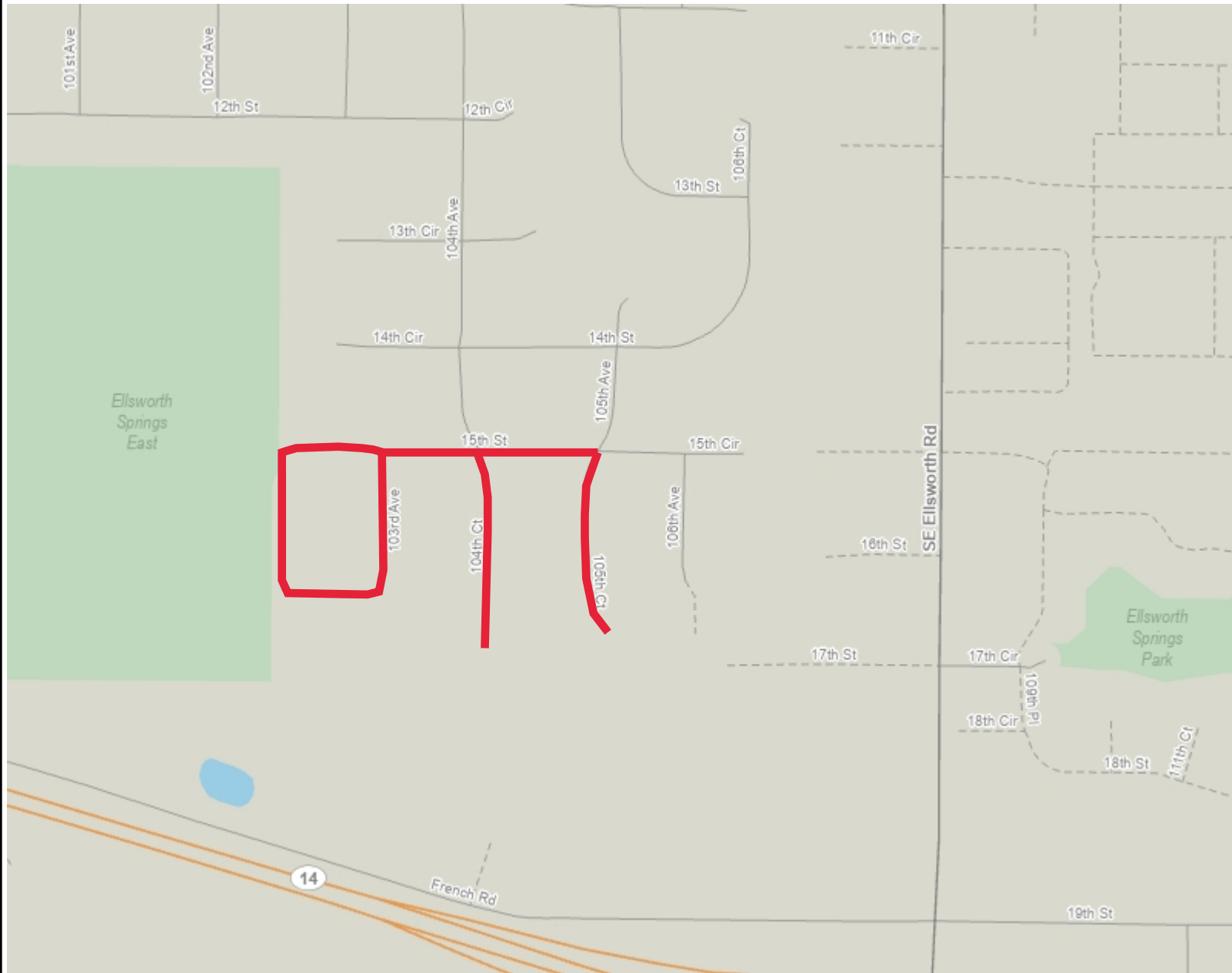


Notes:

— = Slurry 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 #7 - City of Vancouver 2023 Slurry Seals - Ellsworth Springs Neighborhood



Notes:

— = Slurry 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 #8 - City of Vancouver 2023 Slurry Seals - Columbia River Neighborhood



Notes:

 = Slurry 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.



Staff Report: 045-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/3/2023

SUBJECT 2023 Fourth Plain Blvd Curb Ramps

Key Points

1. 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.
2. 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.
3. Project includes construction of 33 curb ramps. Approximate curb ramp locations are shown on the attached vicinity map.
4. This work is being completed in conjunction with Phase 1 of the Fourth Plain Safety & Mobility project.
5. 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 Fourth Plain Blvd Curb Ramps", the "2023 East Curb Ramps", the "2023 West Curb Ramps". The purpose of splitting the work into three contracts is to reduce each contract to a manageable size, which helps expedite ramp construction. From a construction sequencing standpoint, it is far more efficient to construct the new curb ramps in advance of the on-street pavement management resurfacing work.

This staff report and recommended action is to award the 2023 Fourth Plain Blvd Curb Ramps

contract only. Recommendations to award the East Curb Ramps project and West Curb Ramps project will follow at a later date. On March 14, 2023, the City received four bids for the subject project.

The bids ranged between \$854,350.50 to \$1,275,725.00. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Western United Civil Group, LLC, Yacolt, WA	\$854,350.50
Advanced Excavating Specialists, LLC, Kelso, WA	\$899,490.00
Halme Excavating, Inc., Battle Ground, WA	\$1,116,600.00
Clark & Sons Excavating, Inc., Battle Ground, WA	\$1,275,725.00
Engineers' Estimate	\$1,300,000.00

There is a minimum apprenticeship goal of 3% of the utilized labor hours for this project. Western United Civil Group, LLC, Yacolt, Washington has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 160 hours of apprentice time of the estimating a total of 2,150 applicable labor hours for the 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 but without 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 (\$900,000). No additional budget appropriation is required.

Prior Council Review

None

Action Requested

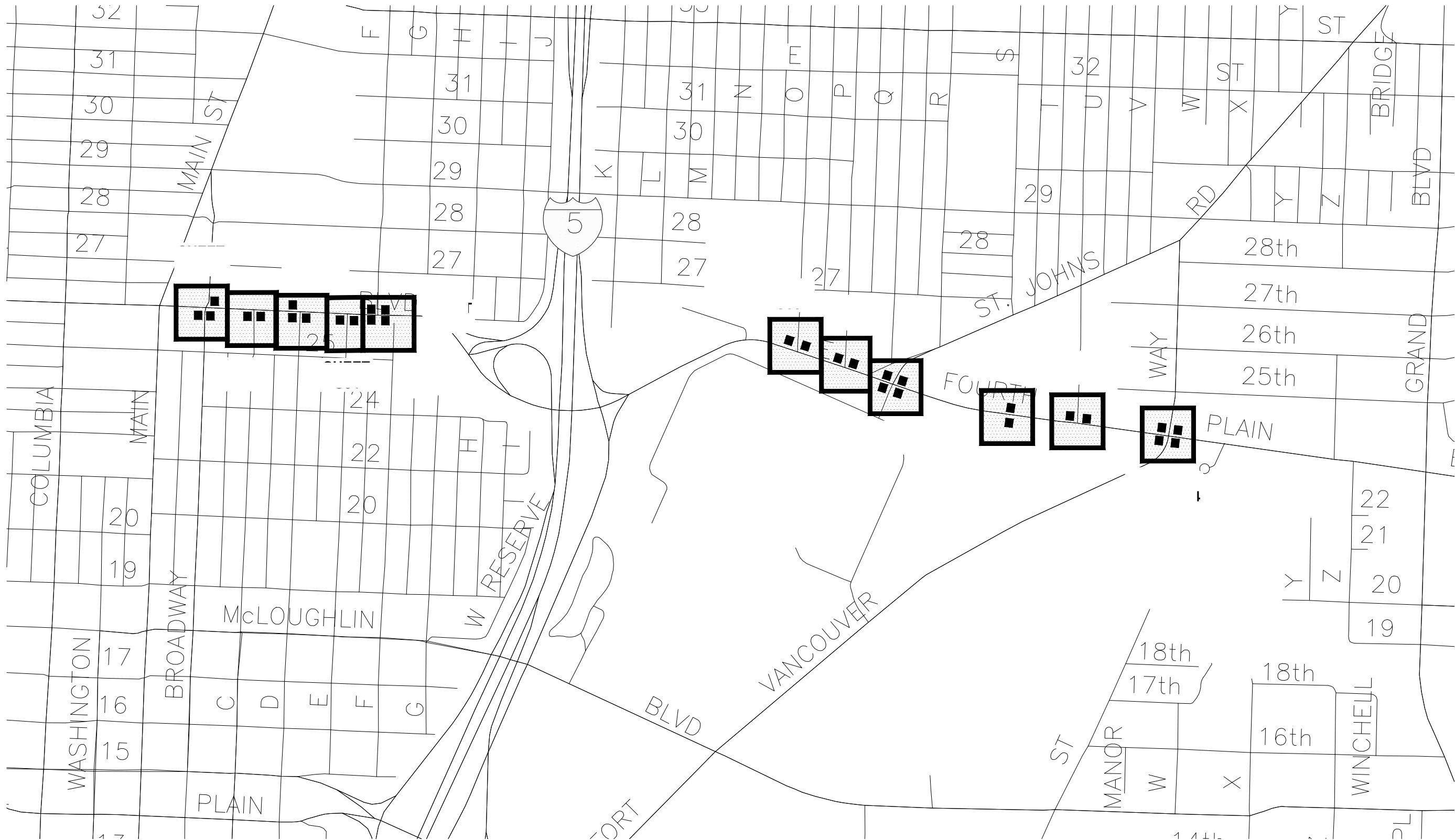
On April 3, 2023, award a construction contract for the 2023 Fourth Plain Blvd Curb Ramps - Main

St to Fort Vancouver Way project to the lowest responsive and responsible bidder, and authorize the City Manager or their designee, to sign a contract with Western United Civil Group, LLC, Yacolt, WA at their bid price of \$854,350.50, which includes Washington State sales tax.

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

ATTACHMENTS:

- ▣ 2023 Fourth Plain Curb Ramps - Vicinity Map
- ▣ Contract



FILE NAME: 22-3535-WA-G-PH	DATE: February 2023
DESIGNED BY: KJM	DRAWN BY: AM/EM
CHECKED BY: ERW	APPROVED BY: SEC
SCALE: HORIZONTAL: NO SCALE VERTICAL: NO SCALE	REVISIONS
DATE No.	



Kelly Dean Uhac
Digitally signed by Kelly Dean Uhac
DN: cn=Kelly Dean Uhac, o=City of Vancouver, ou=Public Works, email=kd@cityofvancouver.org, c=US

2023 FOURTH PLAIN BLVD. CURB RAMPS
MAIN ST. TO FORT VANCOUVER WAY
Vicinity Map



JOB NUMBER
PRJ072823
ACTIVITY
ACT00589
G03
SHEET **3** OF 36

CONSTRUCTION CONTRACT # C-101179
BID 23-09: 2023 FOURTH PLAIN BLVD 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 Western United Civil Group LLC, 22414 NE Saint Helens View Rd, Yacolt, WA 98675 (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. 23-09 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 curb ramps, 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 physically complete within 50 Working Days from the Notice to Proceed.

- 2. EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract.
- 3. E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Contract. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City

request. Failure by Contractor to comply with this subsection shall be considered a material breach.

- 4. CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.

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

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

laws of the State of Washington, the following sum as indicated, which amount does includes 8.6% Washington State Sales Tax (if applicable) \$854,350.50 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
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
IV. Pollution Legal Liability	

COVERAGE	LIMITS OF 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:
Josiah Thomas
Western United Civil Group LLC
22414 NE Saint Helens View Rd
Yacolt, WA 98675
josiah@westernucg.com

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Western United Civil Group 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: 046-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/3/2023

SUBJECT Continued use of Washington State contract 08215 for procurement of Information Technology (IT) temporary staff augmentation services from TEKsystems, Inc.

Key Points

- The City requires IT staff augmentation services on an as-needed basis to temporarily backfill vacancies and for project staffing. Services include, but are not limited to, programming, application support, server and network support, project management and other technology-related staff augmentation.
- The City awarded a contract to TEKsystems, Inc. on February 1, 2021 and anticipates spending greater than \$300,000 with TEKsystems over the life of the contract.
- The State contract is competitively bid and cooperative purchasing from the State contract saves the City time and resources.

Strategic Plan Alignment

N/A

Present Situation

The City uses Washington State contract #08215 to purchase IT staff augmentation services. The contract allows IT to provide technology staffing augmentation for relatively short-term projects or to quickly backfill vacancies until a permanent hire can be made.

The City is requesting authorization to continue to use the contract to purchase up to the Council-approved budgeted amount for these services through the end of the contract, which is 1/31/2026, and into any extended period negotiated by the State of Washington.

Advantage(s)

- Economies of scale achieved by purchasing through the State of Washington provide better pricing than the City could obtain on its own.
- Allows the IT Department to flexibly provide peak load staffing resources for City technology projects and other short-term needs.

- Cooperative purchasing creates efficiency and saves time and other City resources.

Disadvantage(s)

None

Budget Impact

- Expenditures under this contract are not anticipated to exceed \$500,000 during the 2023-2024 biennium.
- Actual expenditures under this contract are subject to current and future budget appropriations approved by Council.

Prior Council Review

None

Action Requested

Authorize the City Manager or their designee to approve purchases under Washington State contract 08215 for the life of the contract with TEKsystems, Inc. dba Allegis Group Holdings Inc.

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

ATTACHMENTS:

- ▢ TEKsystems Contract Amendment
- ▢ TEKsystems Contract

SERVICE AGREEMENT # C-100554

AMENDMENT No. 1

IT Temp Services

This Agreement amends the Professional Services Agreement number C-100554 by and between the City of Vancouver, hereinafter referred to as "City", and TEKsystems hereinafter referred to as "Contractor", whose address is 9600 SW Barnes Rd #350, Portland, OR 97225 for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$100,000 to a revised authorized amount of \$250,000.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

TEKsystems

DocuSigned by:

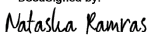
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Anna L. Vogel, Procurement Manager

6/28/2021

Date

Attest:

DocuSigned by:

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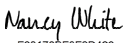
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

0A7DC2E31E604A2

Jonathan Young, City Attorney

DocuSigned by:

F88178B8FE2D420

Signature

Nancy White

Sr. Contract Specialist

Printed Name /Title

6/21/2021

Date

CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-100554

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

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

WHEREAS, the City advertised and issued a Request for Proposal, numbered 4-21 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

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

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

1. SCOPE OF WORK: The Contractor agrees to provide the City all Services set forth below:

The Contractor agrees to provide IT staff augmentation services to City under the technical direction and supervision of City (“Services or Work”) on an as-needed, on-call, and occasionally on-going basis. Services required may include, but are not limited to, programming, systems analyst, application support, help desk support, project management and other technology-related technology staffing.

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

- 2. COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$ 150,000 USD.

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

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

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net thirty (30) days. The signing of weekly timecards by City representative shall constitute acceptance of Services.

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

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

- 4. TERM OF AGREEMENT:** The term of this Agreement shall commence on February 1, 2021 and continue until January 31, 2026. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
- 5. ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.

- 6. RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
- 7. SUBCONTRACTING:** The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.
- 8. E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
- 9. DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
- 10. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any knowhow, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.
- 11. TERMINATION FOR PUBLIC CONVENIENCE:** The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

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

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

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

13. OPPORTUNITY TO CURE: The City at its sole discretion may in lieu of a termination allow the Contractor to cure the breach, 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.

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

15. CITY BUSINESS AND OCCUPATION LICENSE: The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

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

Except to the extent it may be covered by the required insurance policies and limited to those amounts as set forth below, under no circumstances shall Contractor be liable to the City for any indirect, special or consequential damages (including, but not limited to, loss of profits, interest, earnings or use) whether arising in contract, tort or otherwise.

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

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

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

Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
III. Cyber Liability	
Policy shall include coverage against claims involving privacy violations, data breach, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, and alteration of electronic information, extortion and network security.	\$2,000,000

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 included 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.

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

For the City:

Anna Vogel

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

Chris Garman

TEKsystems, Inc.

7437 Race Road

Hanover, MD 21076

Email: cgarman@TEKsystems.com

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

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

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

- 21. NON SOLICITATION:** During the term of this Agreement, City shall not, directly or indirectly or through any third party or affiliates, solicit for employment any Contractor personnel who has not served six (6) continuous months of employment at City for Contractor

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

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

- 24. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 25. 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.
- 26. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
- 27. NONDISCRIMINATION:** The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.
- 28. REMOTE WORK:** If necessary, City authorizes Contractor personnel to work remotely off-site, away from a City location. City is aware that the remote work location is not a Contractor location and is not a managed site by Contractor. In such scenario, City shall provide Contractor personnel with hardware (if applicable), software, and network connectivity (such as a Virtual Private Network) to perform the Services remotely and shall be responsible for ensuring any City-provided hardware, software, and network meet City security obligations and measures. At no time will Contractor be storing City data on Contractor equipment.

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

The Parties agree that this Agreement may be electronically signed. The Parties agree that the electronic signatures appearing on this document are the same as manual handwritten signatures for the purposes of validity, enforceability and admissibility to the fullest extent of the law and both Parties hereby waive any objection to the contrary.

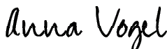
CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

TEKsystems, Inc.

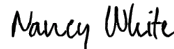
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Anna L. Vogel, Procurement Manager

DocuSigned by:



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Signature

5/11/2021

Date

Nancy White

Sr. Contract Specialist

Printed Name /Title

Attest:

5/10/2021

Date

DocuSigned by:



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Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



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Jonathan Young, City Attorney

ATTACHMENT “A”: Payment Rates

Category 1: Workday Suite Applications and Database Support

Company Name: TEKsystems		
Area of Competency	Area/Module	Hourly Rate
General Workday Support	Discoverer	\$110.00
	System Administration	\$110.00
	Reporting	\$110.00
	Technical Interfaces	\$110.00
	Approval management	\$110.00
Purchasing	Purchase Orders and Requisitions	\$140.00
	Purchasing setup	\$140.00
Financial	Assets	\$140.00
	Cash Management	\$140.00
	General Ledger	\$140.00
	Payables	\$140.00
	iExpense	\$140.00
	Receivables	\$140.00
	Projects	\$140.00
	Loans	\$140.00
Human Capital	Benefits	\$140.00
	Human Resources	\$140.00
	Learning Management	\$140.00
	Payroll	\$140.00
	Self Service	\$140.00
	Time and Labor	\$140.00
Database	11g	\$130.00
	RAC	\$130.00
	Sun Blades	\$130.00
	ZFS Storage Appliance	\$130.00
	Backup	\$130.00
	Enterprise Data	\$130.00
	Warehouse	\$130.00

Category 2: Network Management and Data Security Support

Company Name: TEKsystems		
Area of Competency	Area/Module	Hourly Rate
Network Administrator	Level I – 1-2 years' experience	\$46.00
	Level II – 3-4 years' experience	\$58.00
	Level III – 5+ years' experience	\$70.00
Network Engineer	Level I – 1-2 years' experience	\$70.00
	Level II–3 - 4 years' experience	\$80.00
	Level III – 5+ years' experience	\$90.00
Security Analyst	Level I – 1-2 years' experience	\$72.00
	Level II – 3-4 years' experience	\$82.00
	Level III – 5+ years' experience	\$92.00

Category 3: Avaya Telecommunications Support

Company Name: TEKsystems		
Area of Competency	Area/Module	Hourly Rate
Telecom Administration	Level I – 1-2 years' experience	\$28.00
	Level II – 3-4 years' experience	\$32.00
	Level III – 5+ years' experience	\$36.00
Telecom Technician	Level I – 1-2 years' experience	\$35.00
	Level II – 3-4 years' experience	\$45.00
	Level III – 5+ years' experience	\$55.00
Telecom Project Management	Level I – 1-2 years' experience	\$70.00

	Level II – 3-4 years' experience	\$85.00
	Level III – 5+ years' experience	\$100.00

Category 4: General Technology-Related Support**Company Name: TEKsystems**

Area of Competency	Area/Module	Hourly Rate
Functional Subject Matter Expert - Business Analyst	Level I – 1-2 years' experience	\$65.00
	Level II – 3-4 years' experience	\$75.00
	Level III – 5+ years' experience	\$90.00
Applications Programmer Analyst (.net, SharePoint)	Level I – 1-2 years' experience	\$70.00
	Level II – 3-4 years' experience	\$85.00
	Level III – 5+ years' experience	\$100.00
Report Writer	Level I – 1-2 years' experience	\$60.00
	Level II – 3-4 years' experience	\$75.00
	Level III – 5+ years' experience	\$80.00
SharePoint 2010	Developer w/ InfoPath	\$95.00
	Architect	\$120.00
	Project Management	\$100.00
Desktop Support	Level I – 1-2 years' experience	\$35.00
	Level II – 3-4 years' experience	\$38.00
	Level III – 5+ years' experience	\$43.00
Helpdesk Support	Level I – 1-2 years' experience	\$30.00
	Level II – 3-4 years' experience	\$32.00
	Level III – 5+ years' experience	\$35.00
Project Manager	Level I – 1-2 years' experience	\$75.00
	Level II – 3-4 years' experience	\$90.00
	Level III – 5+ years' experience	\$105.00

CONTRACT 91441
AMENDMENT NO. 2
CUSTOM PUMPER

This Amendment is made by and between the City of Vancouver, Washington, a municipal corporation (hereinafter referred to as "the City") and Cascade Fire Equipment., 123 S Front St., Yakima, WA 98901 (hereinafter referred to as the "Contractor").

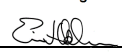
This amendment modifies the original agreement as follows:

1. The effective date of the Contract is extended from December 10, 2021 to December 10, 2023.
2. All other terms and conditions shall remain unchanged and in full force and effect.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER
A municipal corporation

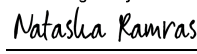
CONTRACTOR:
Cascade Fire Equipment

DocuSigned by:

Eric Holmes, City Manager

12/9/2021

Date

Attest:

DocuSigned by:

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

Jonathan Young, City Attorney

DocuSigned by:

Signature

Mark Merritt

President

Printed Name /Title

12/8/2021

Date

AMENDMENT No. 1
EQUIPMENT PURCHASE AGREEMENT
2018 VFD CUSTOM FIRE ENGINES/PUMPERS

This is an Amendment to **EQUIPMENT PURCHASE** Agreement No. 91441 dated December 11, 2018, by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Cascade Fire and Safety hereinafter referred to as "Contractor", whose address is 123 S Front St Yakima WA 98901.

This amendment modifies Section 1. Statement of Work, Section 5 Delivery Date and Section 15 Fire Apparatus Inspection and Acceptance of the Agreement:

1. The following language **REPLACES** the language of the Sections listed in the original Contract.

1. Statement of Work.

Contractor agrees to undertake the assembly and delivery of custom fire engines/pumpers per RFP No. 27-18, pumper specifications (ATTACHMENT B – City of Vancouver Fire Department Custom Pumper, 2018) and Contractor's Proposal submitted in response to said RFP. All documents on file with City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Vancouver City Charter, the Vancouver Municipal Code ("VMC"), and ordinances of the City of Vancouver; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

Orders will be placed with Contractor upon acceptance of a Pre-Construction Letter prepared by the Contractor via signed Purchase Orders on an as-needed basis. A copy of the approved PO will be forwarded electronically to the Contractor. The City is not obligated to any minimum or maximum quantities under this Agreement.

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

Compensation is limited to the Unit Price amount plus applicable Washington State Sales Tax specified in herein attached ATTACHMENT C – COST PROPOSAL for the fire apparatus ordered. Contractor shall be paid up to the maximum amount specified. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time of Contract award, or for changes to the Scope of Work or specifications requested by the

City. The vehicle delivered must be acceptable to the City, at the sole discretion of the City.

This agreement is for the purchase of fire apparatus at the mutually agreed upon cost. Pricing shall be firm and fixed for 12 months from date of award.

5. Delivery Date.

Unless the City requests a change in schedule, the Contractor shall deliver the custom fire engine/pumper and associated services by the "Delivery Date" stated on the signed purchase order.

It is understood and agreed that time is of the essence in delivery of a fully functioning, reliable apparatus in conformance with the specifications set forth in this Agreement. Accordingly, the parties mutually agree to a delivery date of Three Hundred and Forty Five (345) calendar days from the date of the City's Purchase Order. Stated delivery is for one unit per order. Any additional units purchased at the same time will require an additional 20 days per unit for completion. Delivery is as defined Section 6 of this Contract.

Failure to meet this delivery date shall result in an automatic penalty of \$500.00 per day commencing the day after the agreed delivery date and continuing until the product has been delivered and accepted as fully functioning and reliable within the discretion of the City of Vancouver.

In the event that the equipment and related services are not delivered and accepted in the timelines specified in the Purchase Order, the City of Vancouver reserves the right to reject the product and service and cancel the Purchase Order in its entirety. The City shall bear zero expense due to this breach.

15. Fire Apparatus Inspection and Acceptance

The City shall conduct a pre-delivery inspection at the KME plant at a mutually agreed upon time. The City shall conduct a final acceptance inspection of the apparatus on the day of delivery to the City at the address listed in Section 6. If the City determines that the fire apparatus is not acceptable, Contractor shall undertake all measures necessary to correct all identified deficiencies to the City's complete and sole satisfaction. If the apparatus is acceptable as delivered, the City shall communicate its acceptance in writing at that time.

2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

All other terms and conditions shall remain unchanged and in full force and effect.

DATED this 11th day of MARCH, 2019

ALL SIGNATURES ON NEXT PAGE

CITY OF VANCOUVER,
A municipal corporation


Eric Holmes, City Manager

CONTRACTOR:
Cascade Fire and Safety


Signature:

Attest:


Natasha Ramras, City Clerk

Mark Meritt - President
By: Printed Name / Title

Approved as to form:


E. Bronson Potter, City Attorney

CITY OF VANCOUVER
AGREEMENT No. 91141
2018 VFD CUSTOM FIRE ENGINES/PUMPERS

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Cascade Fire and Safety hereinafter referred to as "Contractor", whose address is 123 S Front St Yakima WA 98901.

WHEREAS, the City desires to engage the Contractor for the assembly and delivery of custom fire engines/pumpers and other related services on an as needed basis. Contractor has agreed to offer its services to perform said work per City issued Request for Proposal (RFP) No. 27-18, Contractor's proposal to said RFP; and City Council's approval on November 5, 2018_of Staff Report No. 161-18; and

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

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

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

1. Statement of Work.

Contractor agrees to undertake the assembly and delivery of custom fire engines/pumpers per RFP No. 27-18, pumper specifications (ATTACHMENT B – City of Vancouver Fire Department Custom Pumper, 2018) and Contractor's Proposal submitted in response to said RFP. All documents on file with City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Vancouver City Charter, the Vancouver Municipal Code ("VMC"), and ordinances of the City of Vancouver; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

Orders will be placed with Contractor via signed Purchase Orders on an as-needed basis. The City is not obligated to any minimum or maximum quantities under this Agreement.

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

Compensation is limited to the Unit Price amount plus applicable Washington State Sales Tax specified in herein attached ATTACHMENT C – COST PROPOSAL for the fire apparatus ordered. Contractor shall be paid up to the maximum amount specified. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time of Contract award, or for changes to the Scope of Work or specifications requested by the City. The vehicle delivered must be acceptable to the City, at the sole discretion of the City.

This agreement is for the purchase of fire apparatus at the mutually agreed upon cost. Pricing shall be firm and fixed for 12 months from date of award.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 27-18 and RFP No. 27-18.

3. Relation of Parties.

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

4. E-Verify.

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

5. Delivery Date.

Unless the City requests a change in schedule, the Contractor shall deliver the custom fire engine/pumper and associated services by the "Delivery Date" stated on the signed purchase order.

It is understood and agreed that time is of the essence in delivery of a fully functioning, reliable apparatus in conformance with the specifications set forth in this Agreement. Accordingly, the parties mutually agree to a delivery date of 330 calendar days from the date a signed pre-construction letter is received by the Contractor. Stated delivery is for one unit per order. Any additional units purchased at the same time will require an additional 20 days per unit for completion. Delivery is as defined Section 6 of this Contract.

Failure to meet this delivery date shall result in an automatic penalty of \$500.00 per day commencing the day after the agreed delivery date and continuing until the product has been delivered and accepted as fully functioning and reliable within the discretion of the City of Vancouver.

In the event that the equipment and related services are not delivered and accepted in the timelines specified in the Purchase Order, the City of Vancouver reserves the right to reject the product and service and cancel the Purchase Order in its entirety. The City shall bear zero expense due to this breach.

6. Delivery:

All costs referenced must be F.O.B. Vancouver, Washington, Prepaid and Allowed (freight included in the unit cost), prepaid with all transportation and handling charges paid by the Contractor. Responsibility and risk of loss or damage shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the City except as to latent defects, fraud, and the Contractor's warranty obligations.

Apparatus shall be delivered under its own power. Rail or truck freight shall not be acceptable. A qualified delivery engineer representing the contractor shall deliver the apparatus. The item must be delivered to the City of Vancouver, Fire Station 5, located at 7110 NE 63rd Street, Vancouver, Washington 98661.

The City at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.

7. Contract Term

The initial term of this contract shall be for a period on three years from the effective date of the Agreement. The City reserves the right to offer the Contractor Contract extension(s) for a period of up to two (2) additional years. Any Contract extension will be approved by written amendment signed by both parties. The total term of the Contract shall not exceed five (5) years.

8. Delays and Extensions of Time.

If delivery of a vehicle is delayed by the Contractor, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City and shall include full documentation to support the request.

9. Payment.

Invoices will be paid at net thirty (30) days after the City's receipt and acceptance of the completed apparatus and associated services, provided that all appropriate information has been listed on the invoice and necessary forms have been submitted. Payment periods may be computed from either the date of delivery of all materials ordered, the completion of all services, or the date of receipt of a correct invoice, or the date the invoice is received in the Accounts Payable department, whichever date is later. No payment shall be due prior to the City's receipt and acceptance of the materials identified in the invoice thereof.

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

10. Ownership of Records and Documents.

All materials, writings, and products produced by Contractor in the course of performing this Agreement shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such materials, writing and products to the City; provided, however, that this clause does not apply to materials, writings, or products in which Contractor has a copyright interest prior to the date of this Agreement. A copy may be retained by the Contractor.

11. Termination.

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

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

12. Evaluation and Compliance with the Law.

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

13. Liability and Hold Harmless.

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

14. Performance Bond

Contractor shall furnish a Performance and Payment bond (Bond) equal to 100 percent of the total contract amount within 30 days of the notice of award. Such Bond shall be on City supplied forms (ATTACHMENT E - Performance Bond) and issued by a surety company included within the Department of Treasury's Listing of Approved Sureties (Department Circular 570) with a minimum A.M. Best Financial Strength Rating of A and Size Category of XV. In the event of a bond issued by a surety of a lesser Size Category, a minimum Financial Strength rating of A+ is required.

Contractor and Contractor's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Bumper to Bumper warranty period included within this Contract. Owner agrees that the penal amount of this bond shall be simultaneously amended to 100 percent of the total contract amount upon satisfactory acceptance and delivery of the vehicle(s) included herein. Notwithstanding anything contained within this contract to the contrary, the surety's liability for any warranties of any type shall not exceed one (1) year from the date of such satisfactory acceptance and delivery, or the actual Bumper to Bumper warranty period, whichever is shorter. Proposals received from bidders who do not manufacture the chassis shall not be accepted.

15. Fire Apparatus Inspection and Acceptance

The City shall conduct an inspection of the apparatus on the day of delivery. If the City determines that the fire apparatus is not acceptable, Contractor shall undertake all measures necessary to correct all identified deficiencies to the City's complete and sole satisfaction. If the apparatus is acceptable as delivered, the City shall communicate its acceptance in writing at that time.

16. Contractor Warranty

The Contractor warranty period will begin at the time the apparatus goes into service. All other vendor warranties as outlined in this Contract shall be provided in writing from Contractor to the City on delivery of the apparatus. The Contractor warranty shall in no way affect any normal extended or manufacturer warranty.

All products and related services, except as specified below, shall be warranted against faulty workmanship and materials by the Contractor for a minimum period of one (1) year from the date the apparatus goes into service. Warranty shall include all costs incurred for repair or replacement except that which is damaged by misuse or abuse.

This one (1) year Contractor warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one (1) year period. Contractor warrants that all goods and services furnished under this Agreement are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Agreement.

WARRANTY - CONTRACTOR CHASSIS

The proposed vehicle includes a one (1) year new vehicle warranty, beginning the date the apparatus is placed into service. The warranty will ensure that the vehicle has been manufactured to the proposed contract specifications and will be free from defects in material and workmanship that may appear under normal use and service within the warranty period. The warranty may be subject to different time and mileage limitations for specific components and parts. This warranty is issued to the original purchaser of the vehicle.

The warranty will not apply to tires, batteries, or other parts or components that are warranted directly by their manufacturers. The warranty will not apply to routine maintenance requirements as described in the service and operators manual. No warranty whether express, implied, statutory or otherwise including, but not limited to any warranty of merchantability or fitness for purpose will be imposed.

OVERALL UNIT AND CUSTOM CHASSIS

All components and parts of the vehicle are warranted for a period of one (1) year from the apparatus goes into service, unless excluded elsewhere in this warranty or described as having longer time limitations.

WARRANTY - ENGINE

The proposed unit will be equipped with a Fire Service rated engine, which will come furnished with a five (5) year Engine Manufacturer's warranty. A copy of the manufacturer's warranty will be supplied to define additional details of the warranty provisions.

WARRANTY - TRANSMISSION

The proposed Allison transmission will be provided with a five (5) year warranty. A copy of the Allison transmission warranty will be supplied to the purchaser to define additional details of the warranty provisions.

WARRANTY - COOLING SYSTEM - CUSTOM CHASSIS

Contractor warrants all Cooling System Equipment components used in the construction of Contractor Fire Apparatus against defects and workmanship provided the apparatus is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of three (3) years from the time the apparatus goes into service.

This warranty applies to both purchased and fabricated, manufacturer supplied, coolant system components, and is not provided in lieu of any Contractor provided warranties. All coolant system components provided by the engine manufacturer are covered by the engine manufacturer's warranty only.

WARRANTY - CUSTOM CHASSIS FRAME RAILS

The proposed Contractor custom chassis frame and cross members will be warranted to the original purchaser for the life of the vehicle. A copy of Contractor's frame rail warranty will be supplied to define additional details of the warranty provisions.

WARRANTY - STEERING UNIT

The proposed Sheppard steering gear will be warranted for a period of three (3) years from the first date of service or 150,000 miles (241,401 kilometers), whichever occurs first. The product will be free from defects in material and workmanship under normal use in applications approved in advance by Sheppard.

WARRANTY - FRONT AXLE

The Meritor axle will be provided with a two (2) year parts and labor warranty. The wheel seals, gaskets and wheel bearings will have a one (1) year warranty. A copy of Meritor's warranty will be supplied to define additional details of the warranty provisions.

WARRANTY - REAR AXLE

The Meritor axle will be provided with a two (2) year parts and labor warranty. The wheel seals, gaskets and wheel bearings will have a one (1) year warranty. A copy of Meritor's warranty will be supplied to define additional details of the warranty provisions.

WARRANTY - ABS

The Meritor ABS will be provided with a three (3) year warranty, parts and labor. A copy of Meritor's warranty will be supplied to define additional details of the warranty provisions. Vehicles that operate full or part time outside the United States and Canada will have a one (1) year, parts only warranty.

WARRANTY - CAB STRUCTURE

The proposed cab will be warranted against structural defects for a period of ten (10) years from the time the apparatus goes into service. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

WARRANTY - BODY STRUCTURE

The proposed body will be warranted against structural defects for a period of ten (10) years from the time the apparatus goes into service. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

WARRANTY - CORROSION

The proposed cab and body will be warranted against rust-through or perforation, due to corrosion from within, for a period of ten (10) years from the time the apparatus goes into service. Perforation is defined as a condition in which an actual hole occurs in a sheet metal panel due to rust or corrosion from within. Surface rust or corrosion caused by chips or scratches in the paint is not covered by this warranty.

WARRANTY - PAINT

The proposed paint finish will be warranted for a period of ten (10) years from the time the apparatus goes into service. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

WARRANTY - STAINLESS STEEL PLUMBING WARRANTY

The proposed stainless steel plumbing will be warranted for a period of ten (10) years from the time the apparatus goes into service. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

WARRANTY - REAR SUSPENSION

Contractor hereby warrants to the original Buyer, that leaf spring products installed will be free of defects in material and workmanship for two (2) years from the time the apparatus goes into service.

WARRANTY - WATER TANK

The proposed water tank will be warranted by the water tank manufacturer for the "Lifetime" of the unit. A copy of the manufacturer's warranty will be supplied to define additional details of the warranty provisions.

WARRANTY - FIRE PUMP

Waterous warrants, to the original Buyer only, that products manufactured by Waterous will be free from defects in material and workmanship under normal use and service for a period of five (5) years from the time the apparatus is placed into service, or five and one-half (5 1/2) years from the date of shipment by Waterous, whichever period will be the first to expire; provided the buyer notifies Waterous, in writing, of the defect in said product within the warranty period, and said product is found by Waterous to be nonconforming with the aforesaid warranty.

17. Insurance.

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

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

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

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

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

e. **Umbrella Liability.** The Contractor shall provide Umbrella Liability coverage at limits of not less than ten million dollars (\$10,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. **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.

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

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

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

18. Taxes.

The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Agreement, provided, however, that any taxes that apply directly to the sale, such as a state or local sales tax, shall be added to the purchase price set forth in the Purchase Order.

19. Licenses and Similar Authorizations.

The Contractor, at no expense to the City, shall be responsible to obtain all necessary licenses, permits, and similar legal authorizations required to perform the work associated with this Agreement, including, but not limited to a City of Vancouver Business License and all associated requirements under Ch. 5.04 VMC and Ordinance M-3774, and conform to VMC 5.04.095 (tax per employee ordinance).

20. Notices.

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

City:

Contractor:

RFP 27-18 2018 VFD CUSTOM FIRE ENGINES/PUMPERS

Rev. 9/2018

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Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Mark Merritt
Cascade Fire and Safety
123 S Front St
Yakima WA 98901

21. Amendments.

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

22. Scope of Agreement.

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

23. Ratification.

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

24. Governing Law/Venue.

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

25. Cooperative Purchasing:

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

26. Public Disclosure Compliance.

The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for information that Contractor has marked as "Proprietary and Confidential," the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

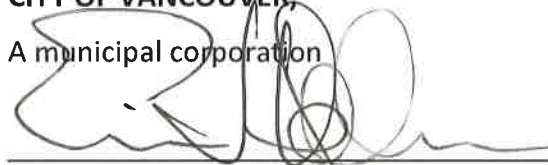
27. Nondiscrimination.

The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

DATED this 11th day of December, 2018

CITY OF VANCOUVER,

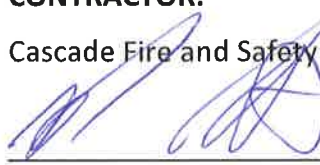
A municipal corporation



Eric Holmes, City Manager

CONTRACTOR:

Cascade Fire and Safety



Signature:

Attest:

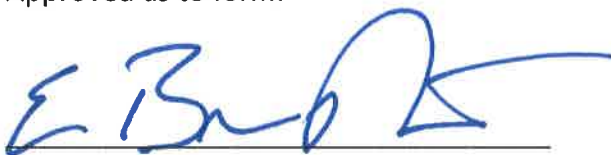


Natasha Ramras, City Clerk



By: Printed Name / Title

Approved as to form:



E. Bronson Potter, City Attorney

RFP 27-18 2018 VFD CUSTOM FIRE ENGINES/PUMPERS

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AMENDMENT No. 1
EQUIPMENT PURCHASE AGREEMENT
2018 VFD CUSTOM FIRE ENGINES/PUMPERS

This is an Amendment to **EQUIPMENT PURCHASE** Agreement No. 91441 dated December 11, 2018, by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Cascade Fire and Safety hereinafter referred to as "Contractor", whose address is 123 S Front St Yakima WA 98901.

This amendment modifies Section 1. Statement of Work, Section 5 Delivery Date and Section 15 Fire Apparatus Inspection and Acceptance of the Agreement:

1. The following language **REPLACES** the language of the Sections listed in the original Contract.

1. Statement of Work.

Contractor agrees to undertake the assembly and delivery of custom fire engines/pumpers per RFP No. 27-18, pumper specifications (ATTACHMENT B – City of Vancouver Fire Department Custom Pumper, 2018) and Contractor's Proposal submitted in response to said RFP. All documents on file with City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Vancouver City Charter, the Vancouver Municipal Code ("VMC"), and ordinances of the City of Vancouver; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

Orders will be placed with Contractor upon acceptance of a Pre-Construction Letter prepared by the Contractor via signed Purchase Orders on an as-needed basis. A copy of the approved PO will be forwarded electronically to the Contractor. The City is not obligated to any minimum or maximum quantities under this Agreement.

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

Compensation is limited to the Unit Price amount plus applicable Washington State Sales Tax specified in herein attached ATTACHMENT C – COST PROPOSAL for the fire apparatus ordered. Contractor shall be paid up to the maximum amount specified. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time of Contract award, or for changes to the Scope of Work or specifications requested by the

City. The vehicle delivered must be acceptable to the City, at the sole discretion of the City.

This agreement is for the purchase of fire apparatus at the mutually agreed upon cost. Pricing shall be firm and fixed for 12 months from date of award.

5. Delivery Date.

Unless the City requests a change in schedule, the Contractor shall deliver the custom fire engine/pumper and associated services by the "Delivery Date" stated on the signed purchase order.

It is understood and agreed that time is of the essence in delivery of a fully functioning, reliable apparatus in conformance with the specifications set forth in this Agreement. Accordingly, the parties mutually agree to a delivery date of Three Hundred and Forty Five (345) calendar days from the date of the City's Purchase Order. Stated delivery is for one unit per order. Any additional units purchased at the same time will require an additional 20 days per unit for completion. Delivery is as defined Section 6 of this Contract.

Failure to meet this delivery date shall result in an automatic penalty of \$500.00 per day commencing the day after the agreed delivery date and continuing until the product has been delivered and accepted as fully functioning and reliable within the discretion of the City of Vancouver.

In the event that the equipment and related services are not delivered and accepted in the timelines specified in the Purchase Order, the City of Vancouver reserves the right to reject the product and service and cancel the Purchase Order in its entirety. The City shall bear zero expense due to this breach.

15. Fire Apparatus Inspection and Acceptance

The City shall conduct a pre-delivery inspection at the KME plant at a mutually agreed upon time. The City shall conduct a final acceptance inspection of the apparatus on the day of delivery to the City at the address listed in Section 6. If the City determines that the fire apparatus is not acceptable, Contractor shall undertake all measures necessary to correct all identified deficiencies to the City's complete and sole satisfaction. If the apparatus is acceptable as delivered, the City shall communicate its acceptance in writing at that time.

2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

All other terms and conditions shall remain unchanged and in full force and effect.

DATED this 11th day of MARCH, 2018

ALL SIGNATURES ON NEXT PAGE

CITY OF VANCOUVER,
A municipal corporation


Eric Holmes, City Manager

CONTRACTOR:
Cascade Fire and Safety


Signature:

Attest:


Natasha Ramras, City Clerk

Mark Meritt - President
By: Printed Name / Title

Approved as to form:


E. Bronson Potter, City Attorney

CONTRACT 91441
AMENDMENT No. 3
CUSTOM PUMPER

This Amendment is made by and between the City of Vancouver, Washington, a municipal corporation (hereinafter referred to as "the City") and Cascade Fire Equipment., 123 S Front St., Yakima, WA 98901 (hereinafter referred to as the "Contractor").

This amendment modifies the original agreement as follows:

1. The following language **REPLACES** the language of the Sections listed in the original Contract.

5. Delivery Date.

Unless the City requests a change in schedule, the Contractor shall deliver the custom fire engine/pumper and associated services by the "Delivery Date" stated on the signed purchase order.

It is understood and agreed that time is of the essence in delivery of a fully functioning, reliable apparatus in conformance with the specifications set forth in this Agreement. Accordingly, the parties mutually agree to a delivery date of Four Hundred and Twenty (420) calendar days from the date of pre-construction conference and drawing approval. Stated delivery is for one unit per order. Any additional units purchased at the same time will require an additional 20 days per unit for completion. Delivery is as defined Section 6 of this Contract.

Failure to meet this delivery date shall result in an automatic penalty of \$500.00 per day commencing the day after the agreed delivery date and continuing until the product has been delivered and accepted as fully functioning and reliable within the discretion of the City of Vancouver.

In the event that the equipment and related services are not delivered and accepted in the timelines specified in the Purchase Order, the City of Vancouver reserves the right to reject the product and service and cancel the Purchase Order in its entirety. The City shall bear zero expense due to this breach.

15. Fire Apparatus Inspection and Acceptance

The City shall conduct a pre-delivery inspection at the KME plant at a mutually agreed upon time. The City shall conduct a final acceptance inspection of the apparatus on the day of delivery to the City at the address listed in Section 6. If the City determines that the fire apparatus is not acceptable, Contractor shall undertake all measures necessary to correct all identified deficiencies to the City's complete and sole

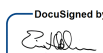
satisfaction. If the apparatus is acceptable as delivered, the City shall communicate its acceptance in writing at that time.

2. All other terms and conditions shall remain unchanged and in full force and effect.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:

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Eric J. Holmes, City Manager

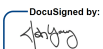
2/8/2022
Date

Attest:

DocuSigned by:

BCF8734E40E04AE
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

0A7DC2E31F084A2
Jonathan Young, City Attorney

CONTRACTOR:

Cascade Fire Equipment

DocuSigned by:

396B8300D6374AE
Signature

Mark Merritt President
Printed Name / Title

2/3/2022
Date

CONTRACT 91441
AMENDMENT NO. 2
CUSTOM PUMPER

This Amendment is made by and between the City of Vancouver, Washington, a municipal corporation (hereinafter referred to as "the City") and Cascade Fire Equipment., 123 S Front St., Yakima, WA 98901 (hereinafter referred to as the "Contractor").

This amendment modifies the original agreement as follows:

1. The effective date of the Contract is extended from December 10, 2021 to December 10, 2023.
2. All other terms and conditions shall remain unchanged and in full force and effect.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Cascade Fire Equipment

DocuSigned by:



Eric Holmes, City Manager

12/9/2021

Date

Attest:

DocuSigned by:



Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



Jonathan Young, City Attorney

DocuSigned by:



Signature

Mark Merritt

President

Printed Name /Title

12/8/2021

Date

AMENDMENT No. 1
EQUIPMENT PURCHASE AGREEMENT
2018 VFD CUSTOM FIRE ENGINES/PUMPERS

This is an Amendment to **EQUIPMENT PURCHASE** Agreement No. 91441 dated December 11, 2018, by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Cascade Fire and Safety hereinafter referred to as "Contractor", whose address is 123 S Front St Yakima WA 98901.

This amendment modifies Section 1. Statement of Work, Section 5 Delivery Date and Section 15 Fire Apparatus Inspection and Acceptance of the Agreement:

1. The following language **REPLACES** the language of the Sections listed in the original Contract.

1. Statement of Work.

Contractor agrees to undertake the assembly and delivery of custom fire engines/pumpers per RFP No. 27-18, pumper specifications (ATTACHMENT B – City of Vancouver Fire Department Custom Pumper, 2018) and Contractor's Proposal submitted in response to said RFP. All documents on file with City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Vancouver City Charter, the Vancouver Municipal Code ("VMC"), and ordinances of the City of Vancouver; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

Orders will be placed with Contractor upon acceptance of a Pre-Construction Letter prepared by the Contractor via signed Purchase Orders on an as-needed basis. A copy of the approved PO will be forwarded electronically to the Contractor. The City is not obligated to any minimum or maximum quantities under this Agreement.

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

Compensation is limited to the Unit Price amount plus applicable Washington State Sales Tax specified in herein attached ATTACHMENT C – COST PROPOSAL for the fire apparatus ordered. Contractor shall be paid up to the maximum amount specified. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time of Contract award, or for changes to the Scope of Work or specifications requested by the

City. The vehicle delivered must be acceptable to the City, at the sole discretion of the City.

This agreement is for the purchase of fire apparatus at the mutually agreed upon cost. Pricing shall be firm and fixed for 12 months from date of award.

5. Delivery Date.

Unless the City requests a change in schedule, the Contractor shall deliver the custom fire engine/pumper and associated services by the "Delivery Date" stated on the signed purchase order.

It is understood and agreed that time is of the essence in delivery of a fully functioning, reliable apparatus in conformance with the specifications set forth in this Agreement. Accordingly, the parties mutually agree to a delivery date of Three Hundred and Forty Five (345) calendar days from the date of the City's Purchase Order. Stated delivery is for one unit per order. Any additional units purchased at the same time will require an additional 20 days per unit for completion. Delivery is as defined Section 6 of this Contract.

Failure to meet this delivery date shall result in an automatic penalty of \$500.00 per day commencing the day after the agreed delivery date and continuing until the product has been delivered and accepted as fully functioning and reliable within the discretion of the City of Vancouver.

In the event that the equipment and related services are not delivered and accepted in the timelines specified in the Purchase Order, the City of Vancouver reserves the right to reject the product and service and cancel the Purchase Order in its entirety. The City shall bear zero expense due to this breach.

15. Fire Apparatus Inspection and Acceptance

The City shall conduct a pre-delivery inspection at the KME plant at a mutually agreed upon time. The City shall conduct a final acceptance inspection of the apparatus on the day of delivery to the City at the address listed in Section 6. If the City determines that the fire apparatus is not acceptable, Contractor shall undertake all measures necessary to correct all identified deficiencies to the City's complete and sole satisfaction. If the apparatus is acceptable as delivered, the City shall communicate its acceptance in writing at that time.

2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

All other terms and conditions shall remain unchanged and in full force and effect.

DATED this 11th day of MARCH, 2019

ALL SIGNATURES ON NEXT PAGE

CITY OF VANCOUVER,
A municipal corporation


Eric Holmes, City Manager

CONTRACTOR:
Cascade Fire and Safety


Signature: _____

Attest:


Natasha Ramras, City Clerk

Mark Meritt - President
By: Printed Name / Title

Approved as to form:


E. Bronson Potter, City Attorney

CITY OF VANCOUVER
AGREEMENT No. 9/1/41
2018 VFD CUSTOM FIRE ENGINES/PUMPERS

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Cascade Fire and Safety hereinafter referred to as "Contractor", whose address is 123 S Front St Yakima WA 98901.

WHEREAS, the City desires to engage the Contractor for the assembly and delivery of custom fire engines/pumpers and other related services on an as needed basis. Contractor has agreed to offer its services to perform said work per City issued Request for Proposal (RFP) No. 27-18, Contractor's proposal to said RFP; and City Council's approval on November 5, 2018_of Staff Report No. 161-18; and

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

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

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

1. Statement of Work.

Contractor agrees to undertake the assembly and delivery of custom fire engines/pumpers per RFP No. 27-18, pumper specifications (ATTACHMENT B – City of Vancouver Fire Department Custom Pumper, 2018) and Contractor's Proposal submitted in response to said RFP. All documents on file with City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Vancouver City Charter, the Vancouver Municipal Code ("VMC"), and ordinances of the City of Vancouver; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

Orders will be placed with Contractor via signed Purchase Orders on an as-needed basis. The City is not obligated to any minimum or maximum quantities under this Agreement.

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

Compensation is limited to the Unit Price amount plus applicable Washington State Sales Tax specified in herein attached ATTACHMENT C – COST PROPOSAL for the fire apparatus ordered. Contractor shall be paid up to the maximum amount specified. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time of Contract award, or for changes to the Scope of Work or specifications requested by the City. The vehicle delivered must be acceptable to the City, at the sole discretion of the City.

This agreement is for the purchase of fire apparatus at the mutually agreed upon cost. Pricing shall be firm and fixed for 12 months from date of award.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 27-18 and RFP No. 27-18.

3. Relation of Parties.

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

4. E-Verify.

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

5. Delivery Date.

Unless the City requests a change in schedule, the Contractor shall deliver the custom fire engine/pumper and associated services by the "Delivery Date" stated on the signed purchase order.

It is understood and agreed that time is of the essence in delivery of a fully functioning, reliable apparatus in conformance with the specifications set forth in this Agreement. Accordingly, the parties mutually agree to a delivery date of 330 calendar days from the date a signed pre-construction letter is received by the Contractor. Stated delivery is for one unit per order. Any additional units purchased at the same time will require an additional 20 days per unit for completion. Delivery is as defined Section 6 of this Contract.

Failure to meet this delivery date shall result in an automatic penalty of \$500.00 per day commencing the day after the agreed delivery date and continuing until the product has been delivered and accepted as fully functioning and reliable within the discretion of the City of Vancouver.

In the event that the equipment and related services are not delivered and accepted in the timelines specified in the Purchase Order, the City of Vancouver reserves the right to reject the product and service and cancel the Purchase Order in its entirety. The City shall bear zero expense due to this breach.

6. Delivery:

All costs referenced must be F.O.B. Vancouver, Washington, Prepaid and Allowed (freight included in the unit cost), prepaid with all transportation and handling charges paid by the Contractor. Responsibility and risk of loss or damage shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the City except as to latent defects, fraud, and the Contractor's warranty obligations.

Apparatus shall be delivered under its own power. Rail or truck freight shall not be acceptable. A qualified delivery engineer representing the contractor shall deliver the apparatus. The item must be delivered to the City of Vancouver, Fire Station 5, located at 7110 NE 63rd Street, Vancouver, Washington 98661.

The City at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.

7. Contract Term

The initial term of this contract shall be for a period on three years from the effective date of the Agreement. The City reserves the right to offer the Contractor Contract extension(s) for a period of up to two (2) additional years. Any Contract extension will be approved by written amendment signed by both parties. The total term of the Contract shall not exceed five (5) years.

8. Delays and Extensions of Time.

If delivery of a vehicle is delayed by the Contractor, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City and shall include full documentation to support the request.

9. Payment.

Invoices will be paid at net thirty (30) days after the City's receipt and acceptance of the completed apparatus and associated services, provided that all appropriate information has been listed on the invoice and necessary forms have been submitted. Payment periods may be computed from either the date of delivery of all materials ordered, the completion of all services, or the date of receipt of a correct invoice, or the date the invoice is received in the Accounts Payable department, whichever date is later. No payment shall be due prior to the City's receipt and acceptance of the materials identified in the invoice thereof.

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

10. Ownership of Records and Documents.

All materials, writings, and products produced by Contractor in the course of performing this Agreement shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such materials, writing and products to the City; provided, however, that this clause does not apply to materials, writings, or products in which Contractor has a copyright interest prior to the date of this Agreement. A copy may be retained by the Contractor.

11. Termination.

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

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

12. Evaluation and Compliance with the Law.

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

13. Liability and Hold Harmless.

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

14. Performance Bond

Contractor shall furnish a Performance and Payment bond (Bond) equal to 100 percent of the total contract amount within 30 days of the notice of award. Such Bond shall be on City supplied forms (ATTACHMENT E - Performance Bond) and issued by a surety company included within the Department of Treasury's Listing of Approved Sureties (Department Circular 570) with a minimum A.M. Best Financial Strength Rating of A and Size Category of XV. In the event of a bond issued by a surety of a lesser Size Category, a minimum Financial Strength rating of A+ is required.

Contractor and Contractor's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Bumper to Bumper warranty period included within this Contract. Owner agrees that the penal amount of this bond shall be simultaneously amended to 100 percent of the total contract amount upon satisfactory acceptance and delivery of the vehicle(s) included herein. Notwithstanding anything contained within this contract to the contrary, the surety's liability for any warranties of any type shall not exceed one (1) year from the date of such satisfactory acceptance and delivery, or the actual Bumper to Bumper warranty period, whichever is shorter. Proposals received from bidders who do not manufacture the chassis shall not be accepted.

15. Fire Apparatus Inspection and Acceptance

The City shall conduct an inspection of the apparatus on the day of delivery. If the City determines that the fire apparatus is not acceptable, Contractor shall undertake all measures necessary to correct all identified deficiencies to the City's complete and sole satisfaction. If the apparatus is acceptable as delivered, the City shall communicate its acceptance in writing at that time.

16. Contractor Warranty

The Contractor warranty period will begin at the time the apparatus goes into service. All other vendor warranties as outlined in this Contract shall be provided in writing from Contractor to the City on delivery of the apparatus. The Contractor warranty shall in no way affect any normal extended or manufacturer warranty.

All products and related services, except as specified below, shall be warranted against faulty workmanship and materials by the Contractor for a minimum period of one (1) year from the date the apparatus goes into service. Warranty shall include all costs incurred for repair or replacement except that which is damaged by misuse or abuse.

This one (1) year Contractor warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one (1) year period. Contractor warrants that all goods and services furnished under this Agreement are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Agreement.

WARRANTY - CONTRACTOR CHASSIS

The proposed vehicle includes a one (1) year new vehicle warranty, beginning the date the apparatus is placed into service. The warranty will ensure that the vehicle has been manufactured to the proposed contract specifications and will be free from defects in material and workmanship that may appear under normal use and service within the warranty period. The warranty may be subject to different time and mileage limitations for specific components and parts. This warranty is issued to the original purchaser of the vehicle.

The warranty will not apply to tires, batteries, or other parts or components that are warranted directly by their manufacturers. The warranty will not apply to routine maintenance requirements as described in the service and operators manual. No warranty whether express, implied, statutory or otherwise including, but not limited to any warranty of merchantability or fitness for purpose will be imposed.

OVERALL UNIT AND CUSTOM CHASSIS

All components and parts of the vehicle are warranted for a period of one (1) year from the apparatus goes into service, unless excluded elsewhere in this warranty or described as having longer time limitations.

WARRANTY - ENGINE

The proposed unit will be equipped with a Fire Service rated engine, which will come furnished with a five (5) year Engine Manufacturer's warranty. A copy of the manufacturer's warranty will be supplied to define additional details of the warranty provisions.

WARRANTY - TRANSMISSION

The proposed Allison transmission will be provided with a five (5) year warranty. A copy of the Allison transmission warranty will be supplied to the purchaser to define additional details of the warranty provisions.

WARRANTY - COOLING SYSTEM - CUSTOM CHASSIS

Contractor warrants all Cooling System Equipment components used in the construction of Contractor Fire Apparatus against defects and workmanship provided the apparatus is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of three (3) years from the time the apparatus goes into service.

This warranty applies to both purchased and fabricated, manufacturer supplied, coolant system components, and is not provided in lieu of any Contractor provided warranties. All coolant system components provided by the engine manufacturer are covered by the engine manufacturer's warranty only.

WARRANTY - CUSTOM CHASSIS FRAME RAILS

The proposed Contractor custom chassis frame and cross members will be warranted to the original purchaser for the life of the vehicle. A copy of Contractor's frame rail warranty will be supplied to define additional details of the warranty provisions.

WARRANTY - STEERING UNIT

The proposed Sheppard steering gear will be warranted for a period of three (3) years from the first date of service or 150,000 miles (241,401 kilometers), whichever occurs first. The product will be free from defects in material and workmanship under normal use in applications approved in advance by Sheppard.

WARRANTY - FRONT AXLE

The Meritor axle will be provided with a two (2) year parts and labor warranty. The wheel seals, gaskets and wheel bearings will have a one (1) year warranty. A copy of Meritor's warranty will be supplied to define additional details of the warranty provisions.

WARRANTY - REAR AXLE

The Meritor axle will be provided with a two (2) year parts and labor warranty. The wheel seals, gaskets and wheel bearings will have a one (1) year warranty. A copy of Meritor's warranty will be supplied to define additional details of the warranty provisions.

WARRANTY - ABS

The Meritor ABS will be provided with a three (3) year warranty, parts and labor. A copy of Meritor's warranty will be supplied to define additional details of the warranty provisions. Vehicles that operate full or part time outside the United States and Canada will have a one (1) year, parts only warranty.

WARRANTY - CAB STRUCTURE

The proposed cab will be warranted against structural defects for a period of ten (10) years from the time the apparatus goes into service. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

WARRANTY - BODY STRUCTURE

The proposed body will be warranted against structural defects for a period of ten (10) years from the time the apparatus goes into service. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

WARRANTY - CORROSION

The proposed cab and body will be warranted against rust-through or perforation, due to corrosion from within, for a period of ten (10) years from the time the apparatus goes into service. Perforation is defined as a condition in which an actual hole occurs in a sheet metal panel due to rust or corrosion from within. Surface rust or corrosion caused by chips or scratches in the paint is not covered by this warranty.

WARRANTY - PAINT

The proposed paint finish will be warranted for a period of ten (10) years from the time the apparatus goes into service. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

WARRANTY - STAINLESS STEEL PLUMBING WARRANTY

The proposed stainless steel plumbing will be warranted for a period of ten (10) years from the time the apparatus goes into service. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

WARRANTY - REAR SUSPENSION

Contractor hereby warrants to the original Buyer, that leaf spring products installed will be free of defects in material and workmanship for two (2) years from the time the apparatus goes into service.

WARRANTY - WATER TANK

The proposed water tank will be warranted by the water tank manufacturer for the "Lifetime" of the unit. A copy of the manufacturer's warranty will be supplied to define additional details of the warranty provisions.

WARRANTY - FIRE PUMP

Waterous warrants, to the original Buyer only, that products manufactured by Waterous will be free from defects in material and workmanship under normal use and service for a period of five (5) years from the time the apparatus is placed into service, or five and one-half (5 1/2) years from the date of shipment by Waterous, whichever period will be the first to expire; provided the buyer notifies Waterous, in writing, of the defect in said product within the warranty period, and said product is found by Waterous to be nonconforming with the aforesaid warranty.

17. Insurance.

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

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

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

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

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

e. **Umbrella Liability.** The Contractor shall provide Umbrella Liability coverage at limits of not less than ten million dollars (\$10,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. **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.

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

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

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

18. Taxes.

The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Agreement, provided, however, that any taxes that apply directly to the sale, such as a state or local sales tax, shall be added to the purchase price set forth in the Purchase Order.

19. Licenses and Similar Authorizations.

The Contractor, at no expense to the City, shall be responsible to obtain all necessary licenses, permits, and similar legal authorizations required to perform the work associated with this Agreement, including, but not limited to a City of Vancouver Business License and all associated requirements under Ch. 5.04 VMC and Ordinance M-3774, and conform to VMC 5.04.095 (tax per employee ordinance).

20. Notices.

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

City:

Contractor:

RFP 27-18 2018 VFD CUSTOM FIRE ENGINES/PUMPERS

Rev. 9/2018

Page 10 of 12

Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Mark Merritt
Cascade Fire and Safety
123 S Front St
Yakima WA 98901

21. Amendments.

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

22. Scope of Agreement.

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

23. Ratification.

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

24. Governing Law/Venue.

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

25. Cooperative Purchasing:

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

26. Public Disclosure Compliance.

The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for information that Contractor has marked as "Proprietary and Confidential," the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

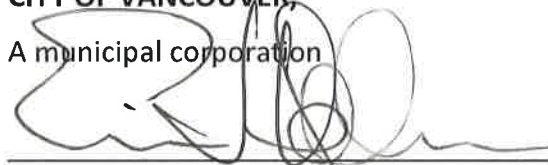
27. Nondiscrimination.

The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

DATED this 11th day of December, 2018

CITY OF VANCOUVER,

A municipal corporation



Eric Holmes, City Manager

CONTRACTOR:

Cascade Fire and Safety



Signature:

Attest:

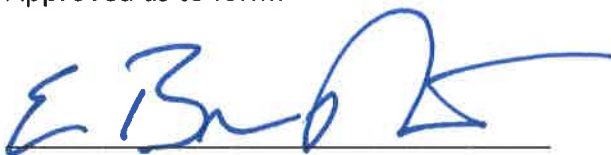


Natasha Ramras, City Clerk



By: Printed Name / Title

Approved as to form:



E. Bronson Potter, City Attorney

RFP 27-18 2018 VFD CUSTOM FIRE ENGINES/PUMPERS

Rev. 9/2018

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Staff Report 009-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/24/2022

SUBJECT Increasing the spending limit on contract C-91441 to support the purchase of replacement vehicles for three fire engines/pumpers from Cascade Fire & Safety

Key Points

- Three existing fire engines/pumpers need to be replaced earlier than originally anticipated due to higher than expected utilization.
- Price for each unit is set to increase by \$20,000 after February 1, 2022.
- The current contract with Cascade Fire & Safety is not capable to accommodate the purchase, so the total not to exceed amount needs to be increased.
- Staff is requesting a contract increase of \$2,500,000 to be added for the remainder of the contract ending December 10, 2023.
- There is sufficient capacity in the 2021-2022 biennial budget for this capital replacement

Strategic Plan Alignment

Goal 2: Provide effective, innovative and well-resourced police, fire and emergency medical services.

Present Situation

Three existing fire engines/pumpers were scheduled to be replaced after this biennium. Due to higher than anticipated utilization, units 50, 60, and 61 need to be replaced ahead of the schedule. The remaining balance left on this contract is not sufficient to support this purchase. Staff is requesting to increase the limit on the contract by \$2,500,000 to support this purchase through the remaining duration of the contract. The reason for the urgency is due to a scheduled contract price increase per unit of \$20,000 on February 1.

The fire engines/pumpers purchased with this contract are specialized equipment and have a fifteen year lifecycle.

Advantage(s)

1. Will avoid a price increase of \$20,000 per fire engine/pumper.
2. All three units are replacement units for current equipment.

Disadvantage(s)

None

Budget Impact

The vehicle capital budget to be utilized to support this purchase is sufficient in 2021-2022. The repair, replacement schedule and the resulting annual funding rates will be amended to accommodate the earlier purchase of the units during the budget process for development of the 2023-2024 Biennial Budget.

Prior Council Review:

None

Action Requested:

Approve an increase of \$2,500,000 to the authorized amount of the Contract with Cascade Fire & Safety for the purchase of fire engines/pumpers.

Dan Zenger, Equipment Services Manager, 487-8205

CITY OF VANCOUVER
AGREEMENT No. 91141
2018 VFD CUSTOM FIRE ENGINES/PUMPERS

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Cascade Fire and Safety hereinafter referred to as "Contractor", whose address is 123 S Front St Yakima WA 98901.

WHEREAS, the City desires to engage the Contractor for the assembly and delivery of custom fire engines/pumpers and other related services on an as needed basis. Contractor has agreed to offer its services to perform said work per City issued Request for Proposal (RFP) No. 27-18, Contractor's proposal to said RFP; and City Council's approval on November 5, 2018_of Staff Report No. 161-18; and

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

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

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

1. Statement of Work.

Contractor agrees to undertake the assembly and delivery of custom fire engines/pumpers per RFP No. 27-18, pumper specifications (ATTACHMENT B – City of Vancouver Fire Department Custom Pumper, 2018) and Contractor's Proposal submitted in response to said RFP. All documents on file with City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Vancouver City Charter, the Vancouver Municipal Code ("VMC"), and ordinances of the City of Vancouver; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

Orders will be placed with Contractor via signed Purchase Orders on an as-needed basis. The City is not obligated to any minimum or maximum quantities under this Agreement.

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

Compensation is limited to the Unit Price amount plus applicable Washington State Sales Tax specified in herein attached ATTACHMENT C – COST PROPOSAL for the fire apparatus ordered. Contractor shall be paid up to the maximum amount specified. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time of Contract award, or for changes to the Scope of Work or specifications requested by the City. The vehicle delivered must be acceptable to the City, at the sole discretion of the City.

This agreement is for the purchase of fire apparatus at the mutually agreed upon cost. Pricing shall be firm and fixed for 12 months from date of award.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 27-18 and RFP No. 27-18.

3. Relation of Parties.

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

4. E-Verify.

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

5. Delivery Date.

Unless the City requests a change in schedule, the Contractor shall deliver the custom fire engine/pumper and associated services by the "Delivery Date" stated on the signed purchase order.

It is understood and agreed that time is of the essence in delivery of a fully functioning, reliable apparatus in conformance with the specifications set forth in this Agreement. Accordingly, the parties mutually agree to a delivery date of 330 calendar days from the date a signed pre-construction letter is received by the Contractor. Stated delivery is for one unit per order. Any additional units purchased at the same time will require an additional 20 days per unit for completion. Delivery is as defined Section 6 of this Contract.

Failure to meet this delivery date shall result in an automatic penalty of \$500.00 per day commencing the day after the agreed delivery date and continuing until the product has been delivered and accepted as fully functioning and reliable within the discretion of the City of Vancouver.

In the event that the equipment and related services are not delivered and accepted in the timelines specified in the Purchase Order, the City of Vancouver reserves the right to reject the product and service and cancel the Purchase Order in its entirety. The City shall bear zero expense due to this breach.

6. Delivery:

All costs referenced must be F.O.B. Vancouver, Washington, Prepaid and Allowed (freight included in the unit cost), prepaid with all transportation and handling charges paid by the Contractor. Responsibility and risk of loss or damage shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the City except as to latent defects, fraud, and the Contractor's warranty obligations.

Apparatus shall be delivered under its own power. Rail or truck freight shall not be acceptable. A qualified delivery engineer representing the contractor shall deliver the apparatus. The item must be delivered to the City of Vancouver, Fire Station 5, located at 7110 NE 63rd Street, Vancouver, Washington 98661.

The City at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.

7. Contract Term

The initial term of this contract shall be for a period on three years from the effective date of the Agreement. The City reserves the right to offer the Contractor Contract extension(s) for a period of up to two (2) additional years. Any Contract extension will be approved by written amendment signed by both parties. The total term of the Contract shall not exceed five (5) years.

8. Delays and Extensions of Time.

If delivery of a vehicle is delayed by the Contractor, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City and shall include full documentation to support the request.

9. Payment.

Invoices will be paid at net thirty (30) days after the City's receipt and acceptance of the completed apparatus and associated services, provided that all appropriate information has been listed on the invoice and necessary forms have been submitted. Payment periods may be computed from either the date of delivery of all materials ordered, the completion of all services, or the date of receipt of a correct invoice, or the date the invoice is received in the Accounts Payable department, whichever date is later. No payment shall be due prior to the City's receipt and acceptance of the materials identified in the invoice thereof.

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

10. Ownership of Records and Documents.

All materials, writings, and products produced by Contractor in the course of performing this Agreement shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such materials, writing and products to the City; provided, however, that this clause does not apply to materials, writings, or products in which Contractor has a copyright interest prior to the date of this Agreement. A copy may be retained by the Contractor.

11. Termination.

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

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

12. Evaluation and Compliance with the Law.

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

13. Liability and Hold Harmless.

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

14. Performance Bond

Contractor shall furnish a Performance and Payment bond (Bond) equal to 100 percent of the total contract amount within 30 days of the notice of award. Such Bond shall be on City supplied forms (ATTACHMENT E - Performance Bond) and issued by a surety company included within the Department of Treasury's Listing of Approved Sureties (Department Circular 570) with a minimum A.M. Best Financial Strength Rating of A and Size Category of XV. In the event of a bond issued by a surety of a lesser Size Category, a minimum Financial Strength rating of A+ is required.

Contractor and Contractor's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Bumper to Bumper warranty period included within this Contract. Owner agrees that the penal amount of this bond shall be simultaneously amended to 100 percent of the total contract amount upon satisfactory acceptance and delivery of the vehicle(s) included herein. Notwithstanding anything contained within this contract to the contrary, the surety's liability for any warranties of any type shall not exceed one (1) year from the date of such satisfactory acceptance and delivery, or the actual Bumper to Bumper warranty period, whichever is shorter. Proposals received from bidders who do not manufacture the chassis shall not be accepted.

15. Fire Apparatus Inspection and Acceptance

The City shall conduct an inspection of the apparatus on the day of delivery. If the City determines that the fire apparatus is not acceptable, Contractor shall undertake all measures necessary to correct all identified deficiencies to the City's complete and sole satisfaction. If the apparatus is acceptable as delivered, the City shall communicate its acceptance in writing at that time.

16. Contractor Warranty

The Contractor warranty period will begin at the time the apparatus goes into service. All other vendor warranties as outlined in this Contract shall be provided in writing from Contractor to the City on delivery of the apparatus. The Contractor warranty shall in no way affect any normal extended or manufacturer warranty.

All products and related services, except as specified below, shall be warranted against faulty workmanship and materials by the Contractor for a minimum period of one (1) year from the date the apparatus goes into service. Warranty shall include all costs incurred for repair or replacement except that which is damaged by misuse or abuse.

This one (1) year Contractor warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one (1) year period. Contractor warrants that all goods and services furnished under this Agreement are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Agreement.

WARRANTY - CONTRACTOR CHASSIS

The proposed vehicle includes a one (1) year new vehicle warranty, beginning the date the apparatus is placed into service. The warranty will ensure that the vehicle has been manufactured to the proposed contract specifications and will be free from defects in material and workmanship that may appear under normal use and service within the warranty period. The warranty may be subject to different time and mileage limitations for specific components and parts. This warranty is issued to the original purchaser of the vehicle.

The warranty will not apply to tires, batteries, or other parts or components that are warranted directly by their manufacturers. The warranty will not apply to routine maintenance requirements as described in the service and operators manual. No warranty whether express, implied, statutory or otherwise including, but not limited to any warranty of merchantability or fitness for purpose will be imposed.

OVERALL UNIT AND CUSTOM CHASSIS

All components and parts of the vehicle are warranted for a period of one (1) year from the apparatus goes into service, unless excluded elsewhere in this warranty or described as having longer time limitations.

WARRANTY - ENGINE

The proposed unit will be equipped with a Fire Service rated engine, which will come furnished with a five (5) year Engine Manufacturer's warranty. A copy of the manufacturer's warranty will be supplied to define additional details of the warranty provisions.

WARRANTY - TRANSMISSION

The proposed Allison transmission will be provided with a five (5) year warranty. A copy of the Allison transmission warranty will be supplied to the purchaser to define additional details of the warranty provisions.

WARRANTY - COOLING SYSTEM - CUSTOM CHASSIS

Contractor warrants all Cooling System Equipment components used in the construction of Contractor Fire Apparatus against defects and workmanship provided the apparatus is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of three (3) years from the time the apparatus goes into service.

This warranty applies to both purchased and fabricated, manufacturer supplied, coolant system components, and is not provided in lieu of any Contractor provided warranties. All coolant system components provided by the engine manufacturer are covered by the engine manufacturer's warranty only.

WARRANTY - CUSTOM CHASSIS FRAME RAILS

The proposed Contractor custom chassis frame and cross members will be warranted to the original purchaser for the life of the vehicle. A copy of Contractor's frame rail warranty will be supplied to define additional details of the warranty provisions.

WARRANTY - STEERING UNIT

The proposed Sheppard steering gear will be warranted for a period of three (3) years from the first date of service or 150,000 miles (241,401 kilometers), whichever occurs first. The product will be free from defects in material and workmanship under normal use in applications approved in advance by Sheppard.

WARRANTY - FRONT AXLE

The Meritor axle will be provided with a two (2) year parts and labor warranty. The wheel seals, gaskets and wheel bearings will have a one (1) year warranty. A copy of Meritor's warranty will be supplied to define additional details of the warranty provisions.

WARRANTY - REAR AXLE

The Meritor axle will be provided with a two (2) year parts and labor warranty. The wheel seals, gaskets and wheel bearings will have a one (1) year warranty. A copy of Meritor's warranty will be supplied to define additional details of the warranty provisions.

WARRANTY - ABS

The Meritor ABS will be provided with a three (3) year warranty, parts and labor. A copy of Meritor's warranty will be supplied to define additional details of the warranty provisions. Vehicles that operate full or part time outside the United States and Canada will have a one (1) year, parts only warranty.

WARRANTY - CAB STRUCTURE

The proposed cab will be warranted against structural defects for a period of ten (10) years from the time the apparatus goes into service. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

WARRANTY - BODY STRUCTURE

The proposed body will be warranted against structural defects for a period of ten (10) years from the time the apparatus goes into service. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

WARRANTY - CORROSION

The proposed cab and body will be warranted against rust-through or perforation, due to corrosion from within, for a period of ten (10) years from the time the apparatus goes into service. Perforation is defined as a condition in which an actual hole occurs in a sheet metal panel due to rust or corrosion from within. Surface rust or corrosion caused by chips or scratches in the paint is not covered by this warranty.

WARRANTY - PAINT

The proposed paint finish will be warranted for a period of ten (10) years from the time the apparatus goes into service. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

WARRANTY - STAINLESS STEEL PLUMBING WARRANTY

The proposed stainless steel plumbing will be warranted for a period of ten (10) years from the time the apparatus goes into service. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

WARRANTY - REAR SUSPENSION

Contractor hereby warrants to the original Buyer, that leaf spring products installed will be free of defects in material and workmanship for two (2) years from the time the apparatus goes into service.

WARRANTY - WATER TANK

The proposed water tank will be warranted by the water tank manufacturer for the "Lifetime" of the unit. A copy of the manufacturer's warranty will be supplied to define additional details of the warranty provisions.

WARRANTY - FIRE PUMP

Waterous warrants, to the original Buyer only, that products manufactured by Waterous will be free from defects in material and workmanship under normal use and service for a period of five (5) years from the time the apparatus is placed into service, or five and one-half (5 1/2) years from the date of shipment by Waterous, whichever period will be the first to expire; provided the buyer notifies Waterous, in writing, of the defect in said product within the warranty period, and said product is found by Waterous to be nonconforming with the aforesaid warranty.

17. Insurance.

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

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

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

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

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

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than ten million dollars (\$10,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. 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.

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

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

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

18. Taxes.

The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Agreement, provided, however, that any taxes that apply directly to the sale, such as a state or local sales tax, shall be added to the purchase price set forth in the Purchase Order.

19. Licenses and Similar Authorizations.

The Contractor, at no expense to the City, shall be responsible to obtain all necessary licenses, permits, and similar legal authorizations required to perform the work associated with this Agreement, including, but not limited to a City of Vancouver Business License and all associated requirements under Ch. 5.04 VMC and Ordinance M-3774, and conform to VMC 5.04.095 (tax per employee ordinance).

20. Notices.

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

City:

Contractor:

Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Mark Merritt
Cascade Fire and Safety
123 S Front St
Yakima WA 98901

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25. Cooperative Purchasing:

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

26. Public Disclosure Compliance.

The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for information that Contractor has marked as "Proprietary and Confidential," the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

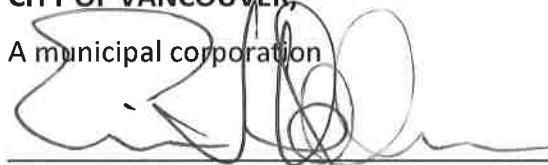
27. Nondiscrimination.

The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

DATED this 11th day of December, 2018

CITY OF VANCOUVER,

A municipal corporation



Eric Holmes, City Manager

CONTRACTOR:

Cascade Fire and Safety



Signature:

Attest:

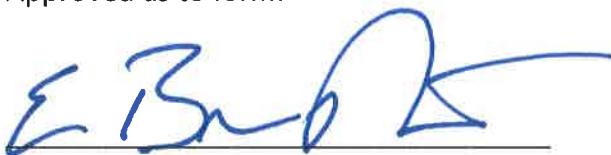


Natasha Ramras, City Clerk



By: Printed Name / Title

Approved as to form:



E. Bronson Potter, City Attorney



Staff Report: 047-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/3/2023

SUBJECT Increase the spending limit for Contract C-91441 - Cascade Fire Equipment

Key Points

- The vendor has encountered commodity/supply chain issues that have extended build times substantially.
- The existing contract is set to expire on December 10, 2023.
- Vancouver has experienced economies of scale by purchasing multiple vehicles from a single vendor, ensuring common parts, maintenance expectations, and the ability to develop expertise on the platform.
- Existing purchase thresholds will not meet the needs of the department, and the enhanced ability to update equipment and standardize platforms afforded by Proposition 2.

Strategic Plan Alignment

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

Present Situation

The time to manufacture a fire engine has recently doubled, going from a typical timeline of 430 days to as much as 720-750 days. Vancouver currently has two pumpers due for replacement this calendar year followed by two more in 2024. To maximize benefits from volume purchasing and standardize platforms, the fleet division and budget office are seeking a contract amendment to allow the purchase of these four fire engines/pumpers from a single vendor. This will minimize having to extend the lifecycles of existing units (due to the longer lead times for the 2024 order), and the remaining authorized purchase authority left on this contract is not enough to accommodate this purchase. Staff is requesting an increase to the previous Council authorized limit to support these purchases, increasing this contract to allow purchases up to the department's' current authorized budget for these scheduled replacements in lieu of setting a new spending threshold.

Advantage(s)

1. Will maximize use of common platform between vehicles.
2. Avoids extending lifecycles of current equipment and increased maintenance costs.
3. Adjusts purchase cycle to compensate for extended build timelines.
4. Avoids coming price increase for vehicles.

Disadvantage(s)

None

Budget Impact

Fire will be carrying forward \$370,000 from 2021-22 budget, as well as asking for an additional \$87,923 in the Spring Supplemental to cover the cost of the vehicles. Staff is recommending increasing the contract to the total amount budgeted for replacements.

Prior Council Review

January 24, 2022 - Staff Report 009-22

Action Requested

Authorize the City Manager or their designee to approve purchases under C-91441 for the life of the contract with Cascade Fire Equipment up to the current authorized budget.

Dan Zenger, Equipment Superintendent, 360-487-8205

ATTACHMENTS:

- ▣ amendment no 2 c91441
- ▣ amendment 1
- ▣ amendment 3
- ▣ walk-on sr009-22
- ▣ signed contract

CONTRACT 91441
AMENDMENT NO. 2
CUSTOM PUMPER

This Amendment is made by and between the City of Vancouver, Washington, a municipal corporation (hereinafter referred to as "the City") and Cascade Fire Equipment., 123 S Front St., Yakima, WA 98901 (hereinafter referred to as the "Contractor").

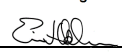
This amendment modifies the original agreement as follows:

1. The effective date of the Contract is extended from December 10, 2021 to December 10, 2023.
2. All other terms and conditions shall remain unchanged and in full force and effect.

This amendment in no way alters any other provisions of the original agreement.

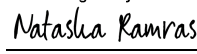
CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Cascade Fire Equipment

DocuSigned by:

Eric Holmes, City Manager
12/9/2021
Date

DocuSigned by:

Signature
Mark Merritt President
Printed Name /Title

Attest:
DocuSigned by:

Natasha Ramras, City Clerk

12/8/2021
Date

Approved as to form:
DocuSigned by:

Jonathan Young, City Attorney

AMENDMENT No. 1
EQUIPMENT PURCHASE AGREEMENT
2018 VFD CUSTOM FIRE ENGINES/PUMPERS

This is an Amendment to **EQUIPMENT PURCHASE** Agreement No. 91441 dated December 11, 2018, by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Cascade Fire and Safety hereinafter referred to as "Contractor", whose address is 123 S Front St Yakima WA 98901.

This amendment modifies Section 1. Statement of Work, Section 5 Delivery Date and Section 15 Fire Apparatus Inspection and Acceptance of the Agreement:

1. The following language **REPLACES** the language of the Sections listed in the original Contract.

1. Statement of Work.

Contractor agrees to undertake the assembly and delivery of custom fire engines/pumpers per RFP No. 27-18, pumper specifications (ATTACHMENT B – City of Vancouver Fire Department Custom Pumper, 2018) and Contractor's Proposal submitted in response to said RFP. All documents on file with City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Vancouver City Charter, the Vancouver Municipal Code ("VMC"), and ordinances of the City of Vancouver; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

Orders will be placed with Contractor upon acceptance of a Pre-Construction Letter prepared by the Contractor via signed Purchase Orders on an as-needed basis. A copy of the approved PO will be forwarded electronically to the Contractor. The City is not obligated to any minimum or maximum quantities under this Agreement.

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

Compensation is limited to the Unit Price amount plus applicable Washington State Sales Tax specified in herein attached ATTACHMENT C – COST PROPOSAL for the fire apparatus ordered. Contractor shall be paid up to the maximum amount specified. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time of Contract award, or for changes to the Scope of Work or specifications requested by the

City. The vehicle delivered must be acceptable to the City, at the sole discretion of the City.

This agreement is for the purchase of fire apparatus at the mutually agreed upon cost. Pricing shall be firm and fixed for 12 months from date of award.

5. Delivery Date.

Unless the City requests a change in schedule, the Contractor shall deliver the custom fire engine/pumper and associated services by the "Delivery Date" stated on the signed purchase order.

It is understood and agreed that time is of the essence in delivery of a fully functioning, reliable apparatus in conformance with the specifications set forth in this Agreement. Accordingly, the parties mutually agree to a delivery date of Three Hundred and Forty Five (345) calendar days from the date of the City's Purchase Order. Stated delivery is for one unit per order. Any additional units purchased at the same time will require an additional 20 days per unit for completion. Delivery is as defined Section 6 of this Contract.

Failure to meet this delivery date shall result in an automatic penalty of \$500.00 per day commencing the day after the agreed delivery date and continuing until the product has been delivered and accepted as fully functioning and reliable within the discretion of the City of Vancouver.

In the event that the equipment and related services are not delivered and accepted in the timelines specified in the Purchase Order, the City of Vancouver reserves the right to reject the product and service and cancel the Purchase Order in its entirety. The City shall bear zero expense due to this breach.

15. Fire Apparatus Inspection and Acceptance

The City shall conduct a pre-delivery inspection at the KME plant at a mutually agreed upon time. The City shall conduct a final acceptance inspection of the apparatus on the day of delivery to the City at the address listed in Section 6. If the City determines that the fire apparatus is not acceptable, Contractor shall undertake all measures necessary to correct all identified deficiencies to the City's complete and sole satisfaction. If the apparatus is acceptable as delivered, the City shall communicate its acceptance in writing at that time.

2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

All other terms and conditions shall remain unchanged and in full force and effect.

DATED this 11th day of MARCH, 2018

ALL SIGNATURES ON NEXT PAGE

CITY OF VANCOUVER,
A municipal corporation


Eric Holmes, City Manager

CONTRACTOR:
Cascade Fire and Safety


Signature:

Attest:


Natasha Ramras, City Clerk

Mark Meritt - President
By: Printed Name / Title

Approved as to form:


E. Bronson Potter, City Attorney

CITY OF VANCOUVER
AGREEMENT No. 91141
2018 VFD CUSTOM FIRE ENGINES/PUMPERS

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Cascade Fire and Safety hereinafter referred to as "Contractor", whose address is 123 S Front St Yakima WA 98901.

WHEREAS, the City desires to engage the Contractor for the assembly and delivery of custom fire engines/pumpers and other related services on an as needed basis. Contractor has agreed to offer its services to perform said work per City issued Request for Proposal (RFP) No. 27-18, Contractor's proposal to said RFP; and City Council's approval on November 5, 2018_of Staff Report No. 161-18; and

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

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

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

1. Statement of Work.

Contractor agrees to undertake the assembly and delivery of custom fire engines/pumpers per RFP No. 27-18, pumper specifications (ATTACHMENT B – City of Vancouver Fire Department Custom Pumper, 2018) and Contractor's Proposal submitted in response to said RFP. All documents on file with City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Vancouver City Charter, the Vancouver Municipal Code ("VMC"), and ordinances of the City of Vancouver; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

Orders will be placed with Contractor via signed Purchase Orders on an as-needed basis. The City is not obligated to any minimum or maximum quantities under this Agreement.

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

Compensation is limited to the Unit Price amount plus applicable Washington State Sales Tax specified in herein attached ATTACHMENT C – COST PROPOSAL for the fire apparatus ordered. Contractor shall be paid up to the maximum amount specified. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time of Contract award, or for changes to the Scope of Work or specifications requested by the City. The vehicle delivered must be acceptable to the City, at the sole discretion of the City.

This agreement is for the purchase of fire apparatus at the mutually agreed upon cost. Pricing shall be firm and fixed for 12 months from date of award.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 27-18 and RFP No. 27-18.

3. Relation of Parties.

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

4. E-Verify.

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

5. Delivery Date.

Unless the City requests a change in schedule, the Contractor shall deliver the custom fire engine/pumper and associated services by the "Delivery Date" stated on the signed purchase order.

It is understood and agreed that time is of the essence in delivery of a fully functioning, reliable apparatus in conformance with the specifications set forth in this Agreement. Accordingly, the parties mutually agree to a delivery date of 330 calendar days from the date a signed pre-construction letter is received by the Contractor. Stated delivery is for one unit per order. Any additional units purchased at the same time will require an additional 20 days per unit for completion. Delivery is as defined Section 6 of this Contract.

Failure to meet this delivery date shall result in an automatic penalty of \$500.00 per day commencing the day after the agreed delivery date and continuing until the product has been delivered and accepted as fully functioning and reliable within the discretion of the City of Vancouver.

In the event that the equipment and related services are not delivered and accepted in the timelines specified in the Purchase Order, the City of Vancouver reserves the right to reject the product and service and cancel the Purchase Order in its entirety. The City shall bear zero expense due to this breach.

6. Delivery:

All costs referenced must be F.O.B. Vancouver, Washington, Prepaid and Allowed (freight included in the unit cost), prepaid with all transportation and handling charges paid by the Contractor. Responsibility and risk of loss or damage shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the City except as to latent defects, fraud, and the Contractor's warranty obligations.

Apparatus shall be delivered under its own power. Rail or truck freight shall not be acceptable. A qualified delivery engineer representing the contractor shall deliver the apparatus. The item must be delivered to the City of Vancouver, Fire Station 5, located at 7110 NE 63rd Street, Vancouver, Washington 98661.

The City at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.

7. Contract Term

The initial term of this contract shall be for a period on three years from the effective date of the Agreement. The City reserves the right to offer the Contractor Contract extension(s) for a period of up to two (2) additional years. Any Contract extension will be approved by written amendment signed by both parties. The total term of the Contract shall not exceed five (5) years.

8. Delays and Extensions of Time.

If delivery of a vehicle is delayed by the Contractor, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City and shall include full documentation to support the request.

9. Payment.

Invoices will be paid at net thirty (30) days after the City's receipt and acceptance of the completed apparatus and associated services, provided that all appropriate information has been listed on the invoice and necessary forms have been submitted. Payment periods may be computed from either the date of delivery of all materials ordered, the completion of all services, or the date of receipt of a correct invoice, or the date the invoice is received in the Accounts Payable department, whichever date is later. No payment shall be due prior to the City's receipt and acceptance of the materials identified in the invoice thereof.

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

10. Ownership of Records and Documents.

All materials, writings, and products produced by Contractor in the course of performing this Agreement shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such materials, writing and products to the City; provided, however, that this clause does not apply to materials, writings, or products in which Contractor has a copyright interest prior to the date of this Agreement. A copy may be retained by the Contractor.

11. Termination.

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

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

12. Evaluation and Compliance with the Law.

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

13. Liability and Hold Harmless.

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

14. Performance Bond

Contractor shall furnish a Performance and Payment bond (Bond) equal to 100 percent of the total contract amount within 30 days of the notice of award. Such Bond shall be on City supplied forms (ATTACHMENT E - Performance Bond) and issued by a surety company included within the Department of Treasury's Listing of Approved Sureties (Department Circular 570) with a minimum A.M. Best Financial Strength Rating of A and Size Category of XV. In the event of a bond issued by a surety of a lesser Size Category, a minimum Financial Strength rating of A+ is required.

Contractor and Contractor's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Bumper to Bumper warranty period included within this Contract. Owner agrees that the penal amount of this bond shall be simultaneously amended to 100 percent of the total contract amount upon satisfactory acceptance and delivery of the vehicle(s) included herein. Notwithstanding anything contained within this contract to the contrary, the surety's liability for any warranties of any type shall not exceed one (1) year from the date of such satisfactory acceptance and delivery, or the actual Bumper to Bumper warranty period, whichever is shorter. Proposals received from bidders who do not manufacture the chassis shall not be accepted.

15. Fire Apparatus Inspection and Acceptance

The City shall conduct an inspection of the apparatus on the day of delivery. If the City determines that the fire apparatus is not acceptable, Contractor shall undertake all measures necessary to correct all identified deficiencies to the City's complete and sole satisfaction. If the apparatus is acceptable as delivered, the City shall communicate its acceptance in writing at that time.

16. Contractor Warranty

The Contractor warranty period will begin at the time the apparatus goes into service. All other vendor warranties as outlined in this Contract shall be provided in writing from Contractor to the City on delivery of the apparatus. The Contractor warranty shall in no way affect any normal extended or manufacturer warranty.

All products and related services, except as specified below, shall be warranted against faulty workmanship and materials by the Contractor for a minimum period of one (1) year from the date the apparatus goes into service. Warranty shall include all costs incurred for repair or replacement except that which is damaged by misuse or abuse.

This one (1) year Contractor warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one (1) year period. Contractor warrants that all goods and services furnished under this Agreement are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Agreement.

WARRANTY - CONTRACTOR CHASSIS

The proposed vehicle includes a one (1) year new vehicle warranty, beginning the date the apparatus is placed into service. The warranty will ensure that the vehicle has been manufactured to the proposed contract specifications and will be free from defects in material and workmanship that may appear under normal use and service within the warranty period. The warranty may be subject to different time and mileage limitations for specific components and parts. This warranty is issued to the original purchaser of the vehicle.

The warranty will not apply to tires, batteries, or other parts or components that are warranted directly by their manufacturers. The warranty will not apply to routine maintenance requirements as described in the service and operators manual. No warranty whether express, implied, statutory or otherwise including, but not limited to any warranty of merchantability or fitness for purpose will be imposed.

OVERALL UNIT AND CUSTOM CHASSIS

All components and parts of the vehicle are warranted for a period of one (1) year from the apparatus goes into service, unless excluded elsewhere in this warranty or described as having longer time limitations.

WARRANTY - ENGINE

The proposed unit will be equipped with a Fire Service rated engine, which will come furnished with a five (5) year Engine Manufacturer's warranty. A copy of the manufacturer's warranty will be supplied to define additional details of the warranty provisions.

WARRANTY - TRANSMISSION

The proposed Allison transmission will be provided with a five (5) year warranty. A copy of the Allison transmission warranty will be supplied to the purchaser to define additional details of the warranty provisions.

WARRANTY - COOLING SYSTEM - CUSTOM CHASSIS

Contractor warrants all Cooling System Equipment components used in the construction of Contractor Fire Apparatus against defects and workmanship provided the apparatus is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of three (3) years from the time the apparatus goes into service.

This warranty applies to both purchased and fabricated, manufacturer supplied, coolant system components, and is not provided in lieu of any Contractor provided warranties. All coolant system components provided by the engine manufacturer are covered by the engine manufacturer's warranty only.

WARRANTY - CUSTOM CHASSIS FRAME RAILS

The proposed Contractor custom chassis frame and cross members will be warranted to the original purchaser for the life of the vehicle. A copy of Contractor's frame rail warranty will be supplied to define additional details of the warranty provisions.

WARRANTY - STEERING UNIT

The proposed Sheppard steering gear will be warranted for a period of three (3) years from the first date of service or 150,000 miles (241,401 kilometers), whichever occurs first. The product will be free from defects in material and workmanship under normal use in applications approved in advance by Sheppard.

WARRANTY - FRONT AXLE

The Meritor axle will be provided with a two (2) year parts and labor warranty. The wheel seals, gaskets and wheel bearings will have a one (1) year warranty. A copy of Meritor's warranty will be supplied to define additional details of the warranty provisions.

WARRANTY - REAR AXLE

The Meritor axle will be provided with a two (2) year parts and labor warranty. The wheel seals, gaskets and wheel bearings will have a one (1) year warranty. A copy of Meritor's warranty will be supplied to define additional details of the warranty provisions.

WARRANTY - ABS

The Meritor ABS will be provided with a three (3) year warranty, parts and labor. A copy of Meritor's warranty will be supplied to define additional details of the warranty provisions. Vehicles that operate full or part time outside the United States and Canada will have a one (1) year, parts only warranty.

WARRANTY - CAB STRUCTURE

The proposed cab will be warranted against structural defects for a period of ten (10) years from the time the apparatus goes into service. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

WARRANTY - BODY STRUCTURE

The proposed body will be warranted against structural defects for a period of ten (10) years from the time the apparatus goes into service. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

WARRANTY - CORROSION

The proposed cab and body will be warranted against rust-through or perforation, due to corrosion from within, for a period of ten (10) years from the time the apparatus goes into service. Perforation is defined as a condition in which an actual hole occurs in a sheet metal panel due to rust or corrosion from within. Surface rust or corrosion caused by chips or scratches in the paint is not covered by this warranty.

WARRANTY - PAINT

The proposed paint finish will be warranted for a period of ten (10) years from the time the apparatus goes into service. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

WARRANTY - STAINLESS STEEL PLUMBING WARRANTY

The proposed stainless steel plumbing will be warranted for a period of ten (10) years from the time the apparatus goes into service. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

WARRANTY - REAR SUSPENSION

Contractor hereby warrants to the original Buyer, that leaf spring products installed will be free of defects in material and workmanship for two (2) years from the time the apparatus goes into service.

WARRANTY - WATER TANK

The proposed water tank will be warranted by the water tank manufacturer for the "Lifetime" of the unit. A copy of the manufacturer's warranty will be supplied to define additional details of the warranty provisions.

WARRANTY - FIRE PUMP

Waterous warrants, to the original Buyer only, that products manufactured by Waterous will be free from defects in material and workmanship under normal use and service for a period of five (5) years from the time the apparatus is placed into service, or five and one-half (5 1/2) years from the date of shipment by Waterous, whichever period will be the first to expire; provided the buyer notifies Waterous, in writing, of the defect in said product within the warranty period, and said product is found by Waterous to be nonconforming with the aforesaid warranty.

17. Insurance.

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

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

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

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

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

e. **Umbrella Liability.** The Contractor shall provide Umbrella Liability coverage at limits of not less than ten million dollars (\$10,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. **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.

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

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

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

18. Taxes.

The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Agreement, provided, however, that any taxes that apply directly to the sale, such as a state or local sales tax, shall be added to the purchase price set forth in the Purchase Order.

19. Licenses and Similar Authorizations.

The Contractor, at no expense to the City, shall be responsible to obtain all necessary licenses, permits, and similar legal authorizations required to perform the work associated with this Agreement, including, but not limited to a City of Vancouver Business License and all associated requirements under Ch. 5.04 VMC and Ordinance M-3774, and conform to VMC 5.04.095 (tax per employee ordinance).

20. Notices.

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

City:

Contractor:

RFP 27-18 2018 VFD CUSTOM FIRE ENGINES/PUMPERS

Rev. 9/2018

Page 10 of 12

Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Mark Merritt
Cascade Fire and Safety
123 S Front St
Yakima WA 98901

21. Amendments.

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

22. Scope of Agreement.

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

23. Ratification.

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

24. Governing Law/Venue.

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

25. Cooperative Purchasing:

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

26. Public Disclosure Compliance.

The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for information that Contractor has marked as "Proprietary and Confidential," the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

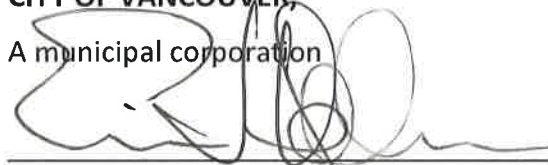
27. Nondiscrimination.

The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

DATED this 11th day of December, 2018

CITY OF VANCOUVER,

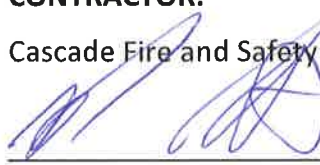
A municipal corporation



Eric Holmes, City Manager

CONTRACTOR:

Cascade Fire and Safety



Signature:

Attest:



Natasha Ramras, City Clerk



By: Printed Name / Title

Approved as to form:



E. Bronson Potter, City Attorney

RFP 27-18 2018 VFD CUSTOM FIRE ENGINES/PUMPERS

Rev. 9/2018

Page 12 of 12

AMENDMENT No. 1
EQUIPMENT PURCHASE AGREEMENT
2018 VFD CUSTOM FIRE ENGINES/PUMPERS

This is an Amendment to **EQUIPMENT PURCHASE** Agreement No. 91441 dated December 11, 2018, by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Cascade Fire and Safety hereinafter referred to as "Contractor", whose address is 123 S Front St Yakima WA 98901.

This amendment modifies Section 1. Statement of Work, Section 5 Delivery Date and Section 15 Fire Apparatus Inspection and Acceptance of the Agreement:

1. The following language **REPLACES** the language of the Sections listed in the original Contract.

1. Statement of Work.

Contractor agrees to undertake the assembly and delivery of custom fire engines/pumpers per RFP No. 27-18, pumper specifications (ATTACHMENT B – City of Vancouver Fire Department Custom Pumper, 2018) and Contractor's Proposal submitted in response to said RFP. All documents on file with City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Vancouver City Charter, the Vancouver Municipal Code ("VMC"), and ordinances of the City of Vancouver; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

Orders will be placed with Contractor upon acceptance of a Pre-Construction Letter prepared by the Contractor via signed Purchase Orders on an as-needed basis. A copy of the approved PO will be forwarded electronically to the Contractor. The City is not obligated to any minimum or maximum quantities under this Agreement.

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

Compensation is limited to the Unit Price amount plus applicable Washington State Sales Tax specified in herein attached ATTACHMENT C – COST PROPOSAL for the fire apparatus ordered. Contractor shall be paid up to the maximum amount specified. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time of Contract award, or for changes to the Scope of Work or specifications requested by the

City. The vehicle delivered must be acceptable to the City, at the sole discretion of the City.

This agreement is for the purchase of fire apparatus at the mutually agreed upon cost. Pricing shall be firm and fixed for 12 months from date of award.

5. Delivery Date.

Unless the City requests a change in schedule, the Contractor shall deliver the custom fire engine/pumper and associated services by the "Delivery Date" stated on the signed purchase order.

It is understood and agreed that time is of the essence in delivery of a fully functioning, reliable apparatus in conformance with the specifications set forth in this Agreement. Accordingly, the parties mutually agree to a delivery date of Three Hundred and Forty Five (345) calendar days from the date of the City's Purchase Order. Stated delivery is for one unit per order. Any additional units purchased at the same time will require an additional 20 days per unit for completion. Delivery is as defined Section 6 of this Contract.

Failure to meet this delivery date shall result in an automatic penalty of \$500.00 per day commencing the day after the agreed delivery date and continuing until the product has been delivered and accepted as fully functioning and reliable within the discretion of the City of Vancouver.

In the event that the equipment and related services are not delivered and accepted in the timelines specified in the Purchase Order, the City of Vancouver reserves the right to reject the product and service and cancel the Purchase Order in its entirety. The City shall bear zero expense due to this breach.

15. Fire Apparatus Inspection and Acceptance

The City shall conduct a pre-delivery inspection at the KME plant at a mutually agreed upon time. The City shall conduct a final acceptance inspection of the apparatus on the day of delivery to the City at the address listed in Section 6. If the City determines that the fire apparatus is not acceptable, Contractor shall undertake all measures necessary to correct all identified deficiencies to the City's complete and sole satisfaction. If the apparatus is acceptable as delivered, the City shall communicate its acceptance in writing at that time.

2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

All other terms and conditions shall remain unchanged and in full force and effect.

DATED this 11th day of MARCH, 2019

ALL SIGNATURES ON NEXT PAGE

CITY OF VANCOUVER,
A municipal corporation


Eric Holmes, City Manager

CONTRACTOR:
Cascade Fire and Safety


Signature:

Attest:


Natasha Ramras, City Clerk

Mark Meritt - President
By: Printed Name / Title

Approved as to form:


E. Bronson Potter, City Attorney

CONTRACT 91441
AMENDMENT No. 3
CUSTOM PUMPER

This Amendment is made by and between the City of Vancouver, Washington, a municipal corporation (hereinafter referred to as "the City") and Cascade Fire Equipment., 123 S Front St., Yakima, WA 98901 (hereinafter referred to as the "Contractor").

This amendment modifies the original agreement as follows:

1. The following language **REPLACES** the language of the Sections listed in the original Contract.

5. Delivery Date.

Unless the City requests a change in schedule, the Contractor shall deliver the custom fire engine/pumper and associated services by the "Delivery Date" stated on the signed purchase order.

It is understood and agreed that time is of the essence in delivery of a fully functioning, reliable apparatus in conformance with the specifications set forth in this Agreement. Accordingly, the parties mutually agree to a delivery date of Four Hundred and Twenty (420) calendar days from the date of pre-construction conference and drawing approval. Stated delivery is for one unit per order. Any additional units purchased at the same time will require an additional 20 days per unit for completion. Delivery is as defined Section 6 of this Contract.

Failure to meet this delivery date shall result in an automatic penalty of \$500.00 per day commencing the day after the agreed delivery date and continuing until the product has been delivered and accepted as fully functioning and reliable within the discretion of the City of Vancouver.

In the event that the equipment and related services are not delivered and accepted in the timelines specified in the Purchase Order, the City of Vancouver reserves the right to reject the product and service and cancel the Purchase Order in its entirety. The City shall bear zero expense due to this breach.

15. Fire Apparatus Inspection and Acceptance

The City shall conduct a pre-delivery inspection at the KME plant at a mutually agreed upon time. The City shall conduct a final acceptance inspection of the apparatus on the day of delivery to the City at the address listed in Section 6. If the City determines that the fire apparatus is not acceptable, Contractor shall undertake all measures necessary to correct all identified deficiencies to the City's complete and sole

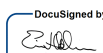
satisfaction. If the apparatus is acceptable as delivered, the City shall communicate its acceptance in writing at that time.

2. All other terms and conditions shall remain unchanged and in full force and effect.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:

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Eric J. Holmes, City Manager

2/8/2022

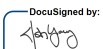
Date

Attest:

DocuSigned by:

BCFB734E40E04AE
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

0A7DC2E31F084A2
Jonathan Young, City Attorney

CONTRACTOR:

Cascade Fire Equipment

DocuSigned by:

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Signature

Mark Merritt

President

Printed Name / Title

2/3/2022

Date

CONTRACT 91441
AMENDMENT NO. 2
CUSTOM PUMPER

This Amendment is made by and between the City of Vancouver, Washington, a municipal corporation (hereinafter referred to as "the City") and Cascade Fire Equipment., 123 S Front St., Yakima, WA 98901 (hereinafter referred to as the "Contractor").

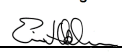
This amendment modifies the original agreement as follows:

1. The effective date of the Contract is extended from December 10, 2021 to December 10, 2023.
2. All other terms and conditions shall remain unchanged and in full force and effect.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Cascade Fire Equipment

DocuSigned by:

Eric Holmes, City Manager

DocuSigned by:

Signature

12/9/2021

Mark Merritt

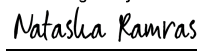
President

Date

Printed Name /Title

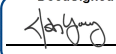
Attest:

12/8/2021

DocuSigned by:

Natasha Ramras, City Clerk

Date

Approved as to form:

DocuSigned by:

Jonathan Young, City Attorney

AMENDMENT No. 1
EQUIPMENT PURCHASE AGREEMENT
2018 VFD CUSTOM FIRE ENGINES/PUMPERS

This is an Amendment to **EQUIPMENT PURCHASE** Agreement No. 91441 dated December 11, 2018, by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Cascade Fire and Safety hereinafter referred to as "Contractor", whose address is 123 S Front St Yakima WA 98901.

This amendment modifies Section 1. Statement of Work, Section 5 Delivery Date and Section 15 Fire Apparatus Inspection and Acceptance of the Agreement:

1. The following language **REPLACES** the language of the Sections listed in the original Contract.

1. Statement of Work.

Contractor agrees to undertake the assembly and delivery of custom fire engines/pumpers per RFP No. 27-18, pumper specifications (ATTACHMENT B – City of Vancouver Fire Department Custom Pumper, 2018) and Contractor's Proposal submitted in response to said RFP. All documents on file with City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Vancouver City Charter, the Vancouver Municipal Code ("VMC"), and ordinances of the City of Vancouver; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

Orders will be placed with Contractor upon acceptance of a Pre-Construction Letter prepared by the Contractor via signed Purchase Orders on an as-needed basis. A copy of the approved PO will be forwarded electronically to the Contractor. The City is not obligated to any minimum or maximum quantities under this Agreement.

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

Compensation is limited to the Unit Price amount plus applicable Washington State Sales Tax specified in herein attached ATTACHMENT C – COST PROPOSAL for the fire apparatus ordered. Contractor shall be paid up to the maximum amount specified. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time of Contract award, or for changes to the Scope of Work or specifications requested by the

City. The vehicle delivered must be acceptable to the City, at the sole discretion of the City.

This agreement is for the purchase of fire apparatus at the mutually agreed upon cost. Pricing shall be firm and fixed for 12 months from date of award.

5. Delivery Date.

Unless the City requests a change in schedule, the Contractor shall deliver the custom fire engine/pumper and associated services by the "Delivery Date" stated on the signed purchase order.

It is understood and agreed that time is of the essence in delivery of a fully functioning, reliable apparatus in conformance with the specifications set forth in this Agreement. Accordingly, the parties mutually agree to a delivery date of Three Hundred and Forty Five (345) calendar days from the date of the City's Purchase Order. Stated delivery is for one unit per order. Any additional units purchased at the same time will require an additional 20 days per unit for completion. Delivery is as defined Section 6 of this Contract.

Failure to meet this delivery date shall result in an automatic penalty of \$500.00 per day commencing the day after the agreed delivery date and continuing until the product has been delivered and accepted as fully functioning and reliable within the discretion of the City of Vancouver.

In the event that the equipment and related services are not delivered and accepted in the timelines specified in the Purchase Order, the City of Vancouver reserves the right to reject the product and service and cancel the Purchase Order in its entirety. The City shall bear zero expense due to this breach.

15. Fire Apparatus Inspection and Acceptance

The City shall conduct a pre-delivery inspection at the KME plant at a mutually agreed upon time. The City shall conduct a final acceptance inspection of the apparatus on the day of delivery to the City at the address listed in Section 6. If the City determines that the fire apparatus is not acceptable, Contractor shall undertake all measures necessary to correct all identified deficiencies to the City's complete and sole satisfaction. If the apparatus is acceptable as delivered, the City shall communicate its acceptance in writing at that time.

2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

All other terms and conditions shall remain unchanged and in full force and effect.

DATED this 11th day of MARCH, 2018

ALL SIGNATURES ON NEXT PAGE

CITY OF VANCOUVER,
A municipal corporation


Eric Holmes, City Manager

CONTRACTOR:
Cascade Fire and Safety


Signature:

Attest:


Natasha Ramras, City Clerk

Mark Meritt - President
By: Printed Name / Title

Approved as to form:


E. Bronson Potter, City Attorney

CITY OF VANCOUVER
AGREEMENT No. 91141
2018 VFD CUSTOM FIRE ENGINES/PUMPERS

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Cascade Fire and Safety hereinafter referred to as "Contractor", whose address is 123 S Front St Yakima WA 98901.

WHEREAS, the City desires to engage the Contractor for the assembly and delivery of custom fire engines/pumpers and other related services on an as needed basis. Contractor has agreed to offer its services to perform said work per City issued Request for Proposal (RFP) No. 27-18, Contractor's proposal to said RFP; and City Council's approval on November 5, 2018_of Staff Report No. 161-18; and

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

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

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

1. Statement of Work.

Contractor agrees to undertake the assembly and delivery of custom fire engines/pumpers per RFP No. 27-18, pumper specifications (ATTACHMENT B – City of Vancouver Fire Department Custom Pumper, 2018) and Contractor's Proposal submitted in response to said RFP. All documents on file with City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Vancouver City Charter, the Vancouver Municipal Code ("VMC"), and ordinances of the City of Vancouver; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

Orders will be placed with Contractor via signed Purchase Orders on an as-needed basis. The City is not obligated to any minimum or maximum quantities under this Agreement.

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

Compensation is limited to the Unit Price amount plus applicable Washington State Sales Tax specified in herein attached ATTACHMENT C – COST PROPOSAL for the fire apparatus ordered. Contractor shall be paid up to the maximum amount specified. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time of Contract award, or for changes to the Scope of Work or specifications requested by the City. The vehicle delivered must be acceptable to the City, at the sole discretion of the City.

This agreement is for the purchase of fire apparatus at the mutually agreed upon cost. Pricing shall be firm and fixed for 12 months from date of award.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 27-18 and RFP No. 27-18.

3. Relation of Parties.

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

4. E-Verify.

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

5. Delivery Date.

Unless the City requests a change in schedule, the Contractor shall deliver the custom fire engine/pumper and associated services by the "Delivery Date" stated on the signed purchase order.

It is understood and agreed that time is of the essence in delivery of a fully functioning, reliable apparatus in conformance with the specifications set forth in this Agreement. Accordingly, the parties mutually agree to a delivery date of 330 calendar days from the date a signed pre-construction letter is received by the Contractor. Stated delivery is for one unit per order. Any additional units purchased at the same time will require an additional 20 days per unit for completion. Delivery is as defined Section 6 of this Contract.

Failure to meet this delivery date shall result in an automatic penalty of \$500.00 per day commencing the day after the agreed delivery date and continuing until the product has been delivered and accepted as fully functioning and reliable within the discretion of the City of Vancouver.

In the event that the equipment and related services are not delivered and accepted in the timelines specified in the Purchase Order, the City of Vancouver reserves the right to reject the product and service and cancel the Purchase Order in its entirety. The City shall bear zero expense due to this breach.

6. Delivery:

All costs referenced must be F.O.B. Vancouver, Washington, Prepaid and Allowed (freight included in the unit cost), prepaid with all transportation and handling charges paid by the Contractor. Responsibility and risk of loss or damage shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the City except as to latent defects, fraud, and the Contractor's warranty obligations.

Apparatus shall be delivered under its own power. Rail or truck freight shall not be acceptable. A qualified delivery engineer representing the contractor shall deliver the apparatus. The item must be delivered to the City of Vancouver, Fire Station 5, located at 7110 NE 63rd Street, Vancouver, Washington 98661.

The City at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.

7. Contract Term

The initial term of this contract shall be for a period on three years from the effective date of the Agreement. The City reserves the right to offer the Contractor Contract extension(s) for a period of up to two (2) additional years. Any Contract extension will be approved by written amendment signed by both parties. The total term of the Contract shall not exceed five (5) years.

8. Delays and Extensions of Time.

If delivery of a vehicle is delayed by the Contractor, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City and shall include full documentation to support the request.

9. Payment.

Invoices will be paid at net thirty (30) days after the City's receipt and acceptance of the completed apparatus and associated services, provided that all appropriate information has been listed on the invoice and necessary forms have been submitted. Payment periods may be computed from either the date of delivery of all materials ordered, the completion of all services, or the date of receipt of a correct invoice, or the date the invoice is received in the Accounts Payable department, whichever date is later. No payment shall be due prior to the City's receipt and acceptance of the materials identified in the invoice thereof.

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

10. Ownership of Records and Documents.

All materials, writings, and products produced by Contractor in the course of performing this Agreement shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such materials, writing and products to the City; provided, however, that this clause does not apply to materials, writings, or products in which Contractor has a copyright interest prior to the date of this Agreement. A copy may be retained by the Contractor.

11. Termination.

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

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

12. Evaluation and Compliance with the Law.

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

13. Liability and Hold Harmless.

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

14. Performance Bond

Contractor shall furnish a Performance and Payment bond (Bond) equal to 100 percent of the total contract amount within 30 days of the notice of award. Such Bond shall be on City supplied forms (ATTACHMENT E - Performance Bond) and issued by a surety company included within the Department of Treasury's Listing of Approved Sureties (Department Circular 570) with a minimum A.M. Best Financial Strength Rating of A and Size Category of XV. In the event of a bond issued by a surety of a lesser Size Category, a minimum Financial Strength rating of A+ is required.

Contractor and Contractor's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Bumper to Bumper warranty period included within this Contract. Owner agrees that the penal amount of this bond shall be simultaneously amended to 100 percent of the total contract amount upon satisfactory acceptance and delivery of the vehicle(s) included herein. Notwithstanding anything contained within this contract to the contrary, the surety's liability for any warranties of any type shall not exceed one (1) year from the date of such satisfactory acceptance and delivery, or the actual Bumper to Bumper warranty period, whichever is shorter. Proposals received from bidders who do not manufacture the chassis shall not be accepted.

15. Fire Apparatus Inspection and Acceptance

The City shall conduct an inspection of the apparatus on the day of delivery. If the City determines that the fire apparatus is not acceptable, Contractor shall undertake all measures necessary to correct all identified deficiencies to the City's complete and sole satisfaction. If the apparatus is acceptable as delivered, the City shall communicate its acceptance in writing at that time.

16. Contractor Warranty

The Contractor warranty period will begin at the time the apparatus goes into service. All other vendor warranties as outlined in this Contract shall be provided in writing from Contractor to the City on delivery of the apparatus. The Contractor warranty shall in no way affect any normal extended or manufacturer warranty.

All products and related services, except as specified below, shall be warranted against faulty workmanship and materials by the Contractor for a minimum period of one (1) year from the date the apparatus goes into service. Warranty shall include all costs incurred for repair or replacement except that which is damaged by misuse or abuse.

This one (1) year Contractor warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one (1) year period. Contractor warrants that all goods and services furnished under this Agreement are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Agreement.

WARRANTY - CONTRACTOR CHASSIS

The proposed vehicle includes a one (1) year new vehicle warranty, beginning the date the apparatus is placed into service. The warranty will ensure that the vehicle has been manufactured to the proposed contract specifications and will be free from defects in material and workmanship that may appear under normal use and service within the warranty period. The warranty may be subject to different time and mileage limitations for specific components and parts. This warranty is issued to the original purchaser of the vehicle.

The warranty will not apply to tires, batteries, or other parts or components that are warranted directly by their manufacturers. The warranty will not apply to routine maintenance requirements as described in the service and operators manual. No warranty whether express, implied, statutory or otherwise including, but not limited to any warranty of merchantability or fitness for purpose will be imposed.

OVERALL UNIT AND CUSTOM CHASSIS

All components and parts of the vehicle are warranted for a period of one (1) year from the apparatus goes into service, unless excluded elsewhere in this warranty or described as having longer time limitations.

WARRANTY - ENGINE

The proposed unit will be equipped with a Fire Service rated engine, which will come furnished with a five (5) year Engine Manufacturer's warranty. A copy of the manufacturer's warranty will be supplied to define additional details of the warranty provisions.

WARRANTY - TRANSMISSION

The proposed Allison transmission will be provided with a five (5) year warranty. A copy of the Allison transmission warranty will be supplied to the purchaser to define additional details of the warranty provisions.

WARRANTY - COOLING SYSTEM - CUSTOM CHASSIS

Contractor warrants all Cooling System Equipment components used in the construction of Contractor Fire Apparatus against defects and workmanship provided the apparatus is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of three (3) years from the time the apparatus goes into service.

This warranty applies to both purchased and fabricated, manufacturer supplied, coolant system components, and is not provided in lieu of any Contractor provided warranties. All coolant system components provided by the engine manufacturer are covered by the engine manufacturer's warranty only.

WARRANTY - CUSTOM CHASSIS FRAME RAILS

The proposed Contractor custom chassis frame and cross members will be warranted to the original purchaser for the life of the vehicle. A copy of Contractor's frame rail warranty will be supplied to define additional details of the warranty provisions.

WARRANTY - STEERING UNIT

The proposed Sheppard steering gear will be warranted for a period of three (3) years from the first date of service or 150,000 miles (241,401 kilometers), whichever occurs first. The product will be free from defects in material and workmanship under normal use in applications approved in advance by Sheppard.

WARRANTY - FRONT AXLE

The Meritor axle will be provided with a two (2) year parts and labor warranty. The wheel seals, gaskets and wheel bearings will have a one (1) year warranty. A copy of Meritor's warranty will be supplied to define additional details of the warranty provisions.

WARRANTY - REAR AXLE

The Meritor axle will be provided with a two (2) year parts and labor warranty. The wheel seals, gaskets and wheel bearings will have a one (1) year warranty. A copy of Meritor's warranty will be supplied to define additional details of the warranty provisions.

WARRANTY - ABS

The Meritor ABS will be provided with a three (3) year warranty, parts and labor. A copy of Meritor's warranty will be supplied to define additional details of the warranty provisions. Vehicles that operate full or part time outside the United States and Canada will have a one (1) year, parts only warranty.

WARRANTY - CAB STRUCTURE

The proposed cab will be warranted against structural defects for a period of ten (10) years from the time the apparatus goes into service. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

WARRANTY - BODY STRUCTURE

The proposed body will be warranted against structural defects for a period of ten (10) years from the time the apparatus goes into service. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

WARRANTY - CORROSION

The proposed cab and body will be warranted against rust-through or perforation, due to corrosion from within, for a period of ten (10) years from the time the apparatus goes into service. Perforation is defined as a condition in which an actual hole occurs in a sheet metal panel due to rust or corrosion from within. Surface rust or corrosion caused by chips or scratches in the paint is not covered by this warranty.

WARRANTY - PAINT

The proposed paint finish will be warranted for a period of ten (10) years from the time the apparatus goes into service. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

WARRANTY - STAINLESS STEEL PLUMBING WARRANTY

The proposed stainless steel plumbing will be warranted for a period of ten (10) years from the time the apparatus goes into service. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

WARRANTY - REAR SUSPENSION

Contractor hereby warrants to the original Buyer, that leaf spring products installed will be free of defects in material and workmanship for two (2) years from the time the apparatus goes into service.

WARRANTY - WATER TANK

The proposed water tank will be warranted by the water tank manufacturer for the "Lifetime" of the unit. A copy of the manufacturer's warranty will be supplied to define additional details of the warranty provisions.

WARRANTY - FIRE PUMP

Waterous warrants, to the original Buyer only, that products manufactured by Waterous will be free from defects in material and workmanship under normal use and service for a period of five (5) years from the time the apparatus is placed into service, or five and one-half (5 1/2) years from the date of shipment by Waterous, whichever period will be the first to expire; provided the buyer notifies Waterous, in writing, of the defect in said product within the warranty period, and said product is found by Waterous to be nonconforming with the aforesaid warranty.

17. Insurance.

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

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

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

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

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

e. **Umbrella Liability.** The Contractor shall provide Umbrella Liability coverage at limits of not less than ten million dollars (\$10,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. **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.

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

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

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

18. Taxes.

The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Agreement, provided, however, that any taxes that apply directly to the sale, such as a state or local sales tax, shall be added to the purchase price set forth in the Purchase Order.

19. Licenses and Similar Authorizations.

The Contractor, at no expense to the City, shall be responsible to obtain all necessary licenses, permits, and similar legal authorizations required to perform the work associated with this Agreement, including, but not limited to a City of Vancouver Business License and all associated requirements under Ch. 5.04 VMC and Ordinance M-3774, and conform to VMC 5.04.095 (tax per employee ordinance).

20. Notices.

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

City:

Contractor:

RFP 27-18 2018 VFD CUSTOM FIRE ENGINES/PUMPERS

Rev. 9/2018

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Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Mark Merritt
Cascade Fire and Safety
123 S Front St
Yakima WA 98901

21. Amendments.

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

22. Scope of Agreement.

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

23. Ratification.

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

24. Governing Law/Venue.

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

25. Cooperative Purchasing:

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

26. Public Disclosure Compliance.

The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for information that Contractor has marked as "Proprietary and Confidential," the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

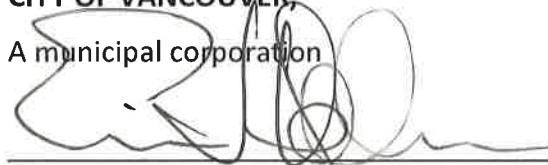
27. Nondiscrimination.

The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

DATED this 11th day of December, 2018

CITY OF VANCOUVER,

A municipal corporation



Eric Holmes, City Manager

CONTRACTOR:

Cascade Fire and Safety



Signature:

Attest:

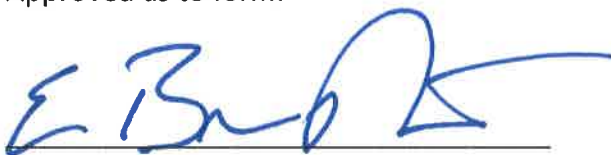


Natasha Ramras, City Clerk



By: Printed Name / Title

Approved as to form:



E. Bronson Potter, City Attorney

RFP 27-18 2018 VFD CUSTOM FIRE ENGINES/PUMPERS

Rev. 9/2018

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Staff Report 009-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/24/2022

SUBJECT Increasing the spending limit on contract C-91441 to support the purchase of replacement vehicles for three fire engines/pumpers from Cascade Fire & Safety

Key Points

- Three existing fire engines/pumpers need to be replaced earlier than originally anticipated due to higher than expected utilization.
- Price for each unit is set to increase by \$20,000 after February 1, 2022.
- The current contract with Cascade Fire & Safety is not capable to accommodate the purchase, so the total not to exceed amount needs to be increased.
- Staff is requesting a contract increase of \$2,500,000 to be added for the remainder of the contract ending December 10, 2023.
- There is sufficient capacity in the 2021-2022 biennial budget for this capital replacement

Strategic Plan Alignment

Goal 2: Provide effective, innovative and well-resourced police, fire and emergency medical services.

Present Situation

Three existing fire engines/pumpers were scheduled to be replaced after this biennium. Due to higher than anticipated utilization, units 50, 60, and 61 need to be replaced ahead of the schedule. The remaining balance left on this contract is not sufficient to support this purchase. Staff is requesting to increase the limit on the contract by \$2,500,000 to support this purchase through the remaining duration of the contract. The reason for the urgency is due to a scheduled contract price increase per unit of \$20,000 on February 1.

The fire engines/pumpers purchased with this contract are specialized equipment and have a fifteen year lifecycle.

Advantage(s)

1. Will avoid a price increase of \$20,000 per fire engine/pumper.
2. All three units are replacement units for current equipment.

Disadvantage(s)

None

Budget Impact

The vehicle capital budget to be utilized to support this purchase is sufficient in 2021-2022. The repair, replacement schedule and the resulting annual funding rates will be amended to accommodate the earlier purchase of the units during the budget process for development of the 2023-2024 Biennial Budget.

Prior Council Review:

None

Action Requested:

Approve an increase of \$2,500,000 to the authorized amount of the Contract with Cascade Fire & Safety for the purchase of fire engines/pumpers.

Dan Zenger, Equipment Services Manager, 487-8205

CITY OF VANCOUVER
AGREEMENT No. 91141
2018 VFD CUSTOM FIRE ENGINES/PUMPERS

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Cascade Fire and Safety hereinafter referred to as "Contractor", whose address is 123 S Front St Yakima WA 98901.

WHEREAS, the City desires to engage the Contractor for the assembly and delivery of custom fire engines/pumpers and other related services on an as needed basis. Contractor has agreed to offer its services to perform said work per City issued Request for Proposal (RFP) No. 27-18, Contractor's proposal to said RFP; and City Council's approval on November 5, 2018_of Staff Report No. 161-18; and

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

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

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

1. Statement of Work.

Contractor agrees to undertake the assembly and delivery of custom fire engines/pumpers per RFP No. 27-18, pumper specifications (ATTACHMENT B – City of Vancouver Fire Department Custom Pumper, 2018) and Contractor's Proposal submitted in response to said RFP. All documents on file with City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Vancouver City Charter, the Vancouver Municipal Code ("VMC"), and ordinances of the City of Vancouver; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

Orders will be placed with Contractor via signed Purchase Orders on an as-needed basis. The City is not obligated to any minimum or maximum quantities under this Agreement.

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

Compensation is limited to the Unit Price amount plus applicable Washington State Sales Tax specified in herein attached ATTACHMENT C – COST PROPOSAL for the fire apparatus ordered. Contractor shall be paid up to the maximum amount specified. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time of Contract award, or for changes to the Scope of Work or specifications requested by the City. The vehicle delivered must be acceptable to the City, at the sole discretion of the City.

This agreement is for the purchase of fire apparatus at the mutually agreed upon cost. Pricing shall be firm and fixed for 12 months from date of award.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 27-18 and RFP No. 27-18.

3. Relation of Parties.

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

4. E-Verify.

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

5. Delivery Date.

Unless the City requests a change in schedule, the Contractor shall deliver the custom fire engine/pumper and associated services by the "Delivery Date" stated on the signed purchase order.

It is understood and agreed that time is of the essence in delivery of a fully functioning, reliable apparatus in conformance with the specifications set forth in this Agreement. Accordingly, the parties mutually agree to a delivery date of 330 calendar days from the date a signed pre-construction letter is received by the Contractor. Stated delivery is for one unit per order. Any additional units purchased at the same time will require an additional 20 days per unit for completion. Delivery is as defined Section 6 of this Contract.

Failure to meet this delivery date shall result in an automatic penalty of \$500.00 per day commencing the day after the agreed delivery date and continuing until the product has been delivered and accepted as fully functioning and reliable within the discretion of the City of Vancouver.

In the event that the equipment and related services are not delivered and accepted in the timelines specified in the Purchase Order, the City of Vancouver reserves the right to reject the product and service and cancel the Purchase Order in its entirety. The City shall bear zero expense due to this breach.

6. Delivery:

All costs referenced must be F.O.B. Vancouver, Washington, Prepaid and Allowed (freight included in the unit cost), prepaid with all transportation and handling charges paid by the Contractor. Responsibility and risk of loss or damage shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the City except as to latent defects, fraud, and the Contractor's warranty obligations.

Apparatus shall be delivered under its own power. Rail or truck freight shall not be acceptable. A qualified delivery engineer representing the contractor shall deliver the apparatus. The item must be delivered to the City of Vancouver, Fire Station 5, located at 7110 NE 63rd Street, Vancouver, Washington 98661.

The City at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.

7. Contract Term

The initial term of this contract shall be for a period on three years from the effective date of the Agreement. The City reserves the right to offer the Contractor Contract extension(s) for a period of up to two (2) additional years. Any Contract extension will be approved by written amendment signed by both parties. The total term of the Contract shall not exceed five (5) years.

8. Delays and Extensions of Time.

If delivery of a vehicle is delayed by the Contractor, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City and shall include full documentation to support the request.

9. Payment.

Invoices will be paid at net thirty (30) days after the City's receipt and acceptance of the completed apparatus and associated services, provided that all appropriate information has been listed on the invoice and necessary forms have been submitted. Payment periods may be computed from either the date of delivery of all materials ordered, the completion of all services, or the date of receipt of a correct invoice, or the date the invoice is received in the Accounts Payable department, whichever date is later. No payment shall be due prior to the City's receipt and acceptance of the materials identified in the invoice thereof.

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

10. Ownership of Records and Documents.

All materials, writings, and products produced by Contractor in the course of performing this Agreement shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such materials, writing and products to the City; provided, however, that this clause does not apply to materials, writings, or products in which Contractor has a copyright interest prior to the date of this Agreement. A copy may be retained by the Contractor.

11. Termination.

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

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

12. Evaluation and Compliance with the Law.

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

13. Liability and Hold Harmless.

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

14. Performance Bond

Contractor shall furnish a Performance and Payment bond (Bond) equal to 100 percent of the total contract amount within 30 days of the notice of award. Such Bond shall be on City supplied forms (ATTACHMENT E - Performance Bond) and issued by a surety company included within the Department of Treasury's Listing of Approved Sureties (Department Circular 570) with a minimum A.M. Best Financial Strength Rating of A and Size Category of XV. In the event of a bond issued by a surety of a lesser Size Category, a minimum Financial Strength rating of A+ is required.

Contractor and Contractor's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Bumper to Bumper warranty period included within this Contract. Owner agrees that the penal amount of this bond shall be simultaneously amended to 100 percent of the total contract amount upon satisfactory acceptance and delivery of the vehicle(s) included herein. Notwithstanding anything contained within this contract to the contrary, the surety's liability for any warranties of any type shall not exceed one (1) year from the date of such satisfactory acceptance and delivery, or the actual Bumper to Bumper warranty period, whichever is shorter. Proposals received from bidders who do not manufacture the chassis shall not be accepted.

15. Fire Apparatus Inspection and Acceptance

The City shall conduct an inspection of the apparatus on the day of delivery. If the City determines that the fire apparatus is not acceptable, Contractor shall undertake all measures necessary to correct all identified deficiencies to the City's complete and sole satisfaction. If the apparatus is acceptable as delivered, the City shall communicate its acceptance in writing at that time.

16. Contractor Warranty

The Contractor warranty period will begin at the time the apparatus goes into service. All other vendor warranties as outlined in this Contract shall be provided in writing from Contractor to the City on delivery of the apparatus. The Contractor warranty shall in no way affect any normal extended or manufacturer warranty.

All products and related services, except as specified below, shall be warranted against faulty workmanship and materials by the Contractor for a minimum period of one (1) year from the date the apparatus goes into service. Warranty shall include all costs incurred for repair or replacement except that which is damaged by misuse or abuse.

This one (1) year Contractor warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one (1) year period. Contractor warrants that all goods and services furnished under this Agreement are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Agreement.

WARRANTY - CONTRACTOR CHASSIS

The proposed vehicle includes a one (1) year new vehicle warranty, beginning the date the apparatus is placed into service. The warranty will ensure that the vehicle has been manufactured to the proposed contract specifications and will be free from defects in material and workmanship that may appear under normal use and service within the warranty period. The warranty may be subject to different time and mileage limitations for specific components and parts. This warranty is issued to the original purchaser of the vehicle.

The warranty will not apply to tires, batteries, or other parts or components that are warranted directly by their manufacturers. The warranty will not apply to routine maintenance requirements as described in the service and operators manual. No warranty whether express, implied, statutory or otherwise including, but not limited to any warranty of merchantability or fitness for purpose will be imposed.

OVERALL UNIT AND CUSTOM CHASSIS

All components and parts of the vehicle are warranted for a period of one (1) year from the apparatus goes into service, unless excluded elsewhere in this warranty or described as having longer time limitations.

WARRANTY - ENGINE

The proposed unit will be equipped with a Fire Service rated engine, which will come furnished with a five (5) year Engine Manufacturer's warranty. A copy of the manufacturer's warranty will be supplied to define additional details of the warranty provisions.

WARRANTY - TRANSMISSION

The proposed Allison transmission will be provided with a five (5) year warranty. A copy of the Allison transmission warranty will be supplied to the purchaser to define additional details of the warranty provisions.

WARRANTY - COOLING SYSTEM - CUSTOM CHASSIS

Contractor warrants all Cooling System Equipment components used in the construction of Contractor Fire Apparatus against defects and workmanship provided the apparatus is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of three (3) years from the time the apparatus goes into service.

This warranty applies to both purchased and fabricated, manufacturer supplied, coolant system components, and is not provided in lieu of any Contractor provided warranties. All coolant system components provided by the engine manufacturer are covered by the engine manufacturer's warranty only.

WARRANTY - CUSTOM CHASSIS FRAME RAILS

The proposed Contractor custom chassis frame and cross members will be warranted to the original purchaser for the life of the vehicle. A copy of Contractor's frame rail warranty will be supplied to define additional details of the warranty provisions.

WARRANTY - STEERING UNIT

The proposed Sheppard steering gear will be warranted for a period of three (3) years from the first date of service or 150,000 miles (241,401 kilometers), whichever occurs first. The product will be free from defects in material and workmanship under normal use in applications approved in advance by Sheppard.

WARRANTY - FRONT AXLE

The Meritor axle will be provided with a two (2) year parts and labor warranty. The wheel seals, gaskets and wheel bearings will have a one (1) year warranty. A copy of Meritor's warranty will be supplied to define additional details of the warranty provisions.

WARRANTY - REAR AXLE

The Meritor axle will be provided with a two (2) year parts and labor warranty. The wheel seals, gaskets and wheel bearings will have a one (1) year warranty. A copy of Meritor's warranty will be supplied to define additional details of the warranty provisions.

WARRANTY - ABS

The Meritor ABS will be provided with a three (3) year warranty, parts and labor. A copy of Meritor's warranty will be supplied to define additional details of the warranty provisions. Vehicles that operate full or part time outside the United States and Canada will have a one (1) year, parts only warranty.

WARRANTY - CAB STRUCTURE

The proposed cab will be warranted against structural defects for a period of ten (10) years from the time the apparatus goes into service. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

WARRANTY - BODY STRUCTURE

The proposed body will be warranted against structural defects for a period of ten (10) years from the time the apparatus goes into service. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

WARRANTY - CORROSION

The proposed cab and body will be warranted against rust-through or perforation, due to corrosion from within, for a period of ten (10) years from the time the apparatus goes into service. Perforation is defined as a condition in which an actual hole occurs in a sheet metal panel due to rust or corrosion from within. Surface rust or corrosion caused by chips or scratches in the paint is not covered by this warranty.

WARRANTY - PAINT

The proposed paint finish will be warranted for a period of ten (10) years from the time the apparatus goes into service. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

WARRANTY - STAINLESS STEEL PLUMBING WARRANTY

The proposed stainless steel plumbing will be warranted for a period of ten (10) years from the time the apparatus goes into service. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

WARRANTY - REAR SUSPENSION

Contractor hereby warrants to the original Buyer, that leaf spring products installed will be free of defects in material and workmanship for two (2) years from the time the apparatus goes into service.

WARRANTY - WATER TANK

The proposed water tank will be warranted by the water tank manufacturer for the "Lifetime" of the unit. A copy of the manufacturer's warranty will be supplied to define additional details of the warranty provisions.

WARRANTY - FIRE PUMP

Waterous warrants, to the original Buyer only, that products manufactured by Waterous will be free from defects in material and workmanship under normal use and service for a period of five (5) years from the time the apparatus is placed into service, or five and one-half (5 1/2) years from the date of shipment by Waterous, whichever period will be the first to expire; provided the buyer notifies Waterous, in writing, of the defect in said product within the warranty period, and said product is found by Waterous to be nonconforming with the aforesaid warranty.

17. Insurance.

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

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

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

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

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

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f. 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.

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

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

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The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Agreement, provided, however, that any taxes that apply directly to the sale, such as a state or local sales tax, shall be added to the purchase price set forth in the Purchase Order.

19. Licenses and Similar Authorizations.

The Contractor, at no expense to the City, shall be responsible to obtain all necessary licenses, permits, and similar legal authorizations required to perform the work associated with this Agreement, including, but not limited to a City of Vancouver Business License and all associated requirements under Ch. 5.04 VMC and Ordinance M-3774, and conform to VMC 5.04.095 (tax per employee ordinance).

20. Notices.

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

City:

Contractor:

Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Mark Merritt
Cascade Fire and Safety
123 S Front St
Yakima WA 98901

21. Amendments.

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

22. Scope of Agreement.

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

23. Ratification.

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

24. Governing Law/Venue.

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

25. Cooperative Purchasing:

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

26. Public Disclosure Compliance.

The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for information that Contractor has marked as "Proprietary and Confidential," the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

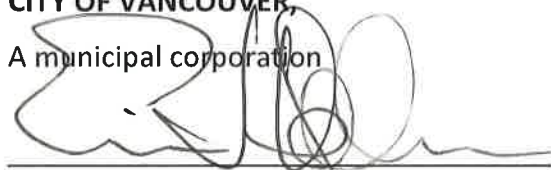
27. Nondiscrimination.

The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

DATED this 11th day of December, 2018

CITY OF VANCOUVER,

A municipal corporation



Eric Holmes, City Manager

CONTRACTOR:

Cascade Fire and Safety



Signature:

Attest:

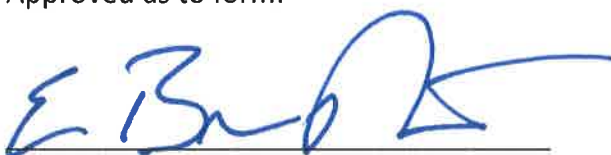


Natasha Ramras, City Clerk



By: Printed Name / Title

Approved as to form:



E. Bronson Potter, City Attorney



Staff Report: 048-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/3/2023

SUBJECT Purchasing Contract Spending Limit Increase for Fire Department Turnout Gear to Allow Gear Purchases for New Recruits

Key Points

- The City has greatly benefited by using Seawestern C-100867 Piggyback contract through NPP-GOV for Lion turnout gear. This
- contract is renewed yearly through NPP-GOV.
- The City has almost reached the cumulative administrative spending authority limits of \$300,000 for this contract.
- Due to the dynamic nature of firefighting turnout gear, as well as significant unforeseen cost increases, the required contract amount is difficult to project. As the City is increasing hiring of firefighters consistent with Proposition 2, the fire department is now requiring much more turnout purchases from Seawestern.
- This piggyback contract is competitively bid and saves City time and resources compared with performing our own solicitation.
- Maintaining serviceable fire turn out gear is critical to fire operations. It demonstrates to the public that the fire department is effective and well-resourced.

Strategic Plan Alignment

Goal 2: Provide effective, innovative, and well-resourced police, fire, and Emergency Medical Services

Present Situation

The City of Vancouver Fire Department uses the C-100867 Piggyback NPP-GOV PS 20065 RFP 1915 for the purchase of turnout gear. The turnout needs of the fire department can vary dramatically from year to year based on hiring and turnout gear reaching the end of its 10-year life span. Additionally, the equipment offerings from each contracted company can shift often as well.

Due in part to these reasons the current contract limit amount with Seawestern will be reached by the Second Quarter of 2023.

The Fire Department would like authorization to continue to use the contract to purchase up to the Council-approved annual budgeted amount for turnouts.

Advantage(s)

Increasing the contract amount will allow the fire department to continue to provide fire and rescue services to the community with no interruptions due to lack of proper turnout gear.

Disadvantage(s)

None

Budget Impact

There are no budget impacts. All future spending related to the contract in question will be within Fire Department's operating budget.

Prior Council Review

None

Action Requested

Authorize the City Manager, or their designee, to approve purchases under the C-100867 Piggyback NPP-GOV PS 20065 RFP 1915 Lion Turnout Gear.

Tige Harmon, Deputy Fire Chief, 360-487-7202; Nathan Leek, Deputy Fire Chief, 360-487-7204

ATTACHMENTS:

- ▣ Master Purchasing Agreement (1915)

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the “Effective Date”) by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 (“LOC” or “Purchaser”) and LION (“Vendor”).

RECITALS

WHEREAS, the Vendor is in the business of selling certain FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE), as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1915 for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE); and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 “Agreement” shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser’s Request for Proposal No. 1915 (herein “RFP”) and Vendor’s Proposal submitted in response to the RFP (herein “Vendor’s Proposal”) as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the “Contract Documents”).

1.2 “Applicable Law(s)” shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 “Employee Taxes” shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor’s employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 “Purchaser’s Destination” shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement

conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement (“Initial Term”). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a “Renewal Term”); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser’s Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor’s Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. (“Incidental Expenses”).

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the

Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

LION
7200 Poe Ave.
Suite 400
Dayton, OH 45414
ATTN: Melissa Kirk
Email: mkirk@lionprotects.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

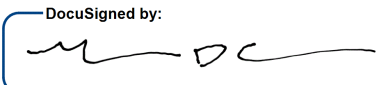
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

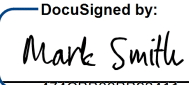
DocuSigned by:
Signature: 
38C546F8869143E...

Printed Name: Mike Cully

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: 4/13/2020

VENDOR:

DocuSigned by:
Signature: 
474CBB00BB93411...

Printed Name: Mark Smith

Title: President
LION

Dated: 4/13/2020

ATTACHMENT A

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)	
Product Category	Percentage (%) off List Price* (OR fixed price if % off pricing is not available)
Fire (Firefighter) Turnouts or Turnout Gear	35%
Wildland Fire Fighting Protective Gear Versa Pro/Versa Pro Plus	15%
EMS & General Fire Garments	-
• Technical Rescue TR51	35%
• Urban Search and Rescue	35%
• Emergency Medical Operations Protective Ensembles TR51	35%
• Station Wear	35%
Helmets	35%
CBRN	15%
Gloves	10%
Boots	20%
Accessories Turnout Only	35%
Protective Garment Laundry Machines	-
• Extractors	-
• Decontamination chemicals	-
Maintenance & Cleaning Services	20%
Particulate Blocking Hoods	15%
Med Pro	15%
Other LION Academy Online	NC

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in Attachment G, as may be updated from time to time with an amendment.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

ATTACHMENT G

to Master Price Agreement by and between VENDOR and PURCHASER.

VENDOR AUTHORIZED DISTRIBUTOR LIST

Listed below is a list of authorized distribution partners provided by VENDOR. It is the intention that this agreement may be used by any of the members listed on the AUTHORIZED DISTRIBUTOR LIST.

LION AUTHORIZED DISTRIBUTION

- 1ST OUT SPECIALTY EQUIPMENT
- 5 ALARM FIRE & SAFETY EQUIPMENT
- ALASKA SAFETY INC
- ALLSTAR FIRE EQUIPMENT
- ARTESIA FIRE EQUIPMENT
- ASSOCIATED FIRE SAFETY
- BME Fire Fighter Supply, LLC
- C & S SPECIALTY
- CMP MAYER INC.
- DACO FIRE EQUIPMENT
- DICAR CORP
- ELIZACO
- FINLEY FIRE EQUIPMENT
- FIRE & SAFETY EQUIPMENT CO
- FIRE EQUIPMENT SPECIALTIES
- FIRE SUPPLY INC
- FIRE TECH AND SAFETY OF NEW ENGLAND
- FIRE-END & CROKER CORP
- HEIMAN FIRE EQUIPMENT
- MICMAC FIRE SAFETY SOURCE LTD.
- MID ATLANTIC FIRE AND AIR
- MID-AMERICA FIRE & SAFETY
- MOSES FIRE EQUIPMENT
- MUNICIPAL EQUIPMENT
- NORTH AMERICAN FIRE EQUIP CO
- PHOENIX SAFETY OUTFITTERS
- PIEDMONT FIRE INC
- POMASL FIRE EQUIPMENT
- PPE SOLUTIONS INC
- RED HOT FIRE EQUIPMENT
- SEA WESTERN INC
- SENTINEL EMERGENCY SOLUTIONS
- SPI HEALTH & SAFETY INC
- SUSQUEHANNA FIRE EQUIPMENT CO
- TOM SMITH FIRE EQUIPMENT CO
- TURNOUT FIRE & SAFETY
- UNITED FIRE APPARATUS CORP
- UNITED FIRE EQUIPMENT CO
- VOGELPOHL FIRE EQUIPMENT
- WITMER ASSOCIATES INC

Certificate Of Completion

Envelope Id: A378EC519B194F2FB59B05B0C9801252	Status: Completed
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Source Envelope:	
Document Pages: 17	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Bill DeMars
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1100 Olive Way
	Suite 1020
	Seattle, WA 98101
	bill.demars@nppgov.com
	IP Address: 173.29.186.28

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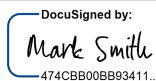
Status: Original	Holder: Bill DeMars	Location: DocuSign
4/13/2020 4:02:25 PM	bill.demars@nppgov.com	

Signer Events

Mark Smith
Msmith@lionprotects.com
President

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

474CB800BB93411...

Signature Adoption: Pre-selected Style
Using IP Address: 174.233.33.141
Signed using mobile

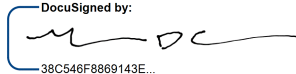
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Signed: 4/13/2020 4:22:24 PM

Electronic Record and Signature Disclosure:
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Mike Cully
mcully@orcities.org
Executive Director

Security Level: Email, Account Authentication
(None)

DocuSigned by:

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Signature Adoption: Drawn on Device
Using IP Address: 71.63.237.219

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	4/13/2020 5:41:42 PM
Completed	Security Checked	4/13/2020 5:41:42 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bruce.busch@mynpp.com

To advise National Purchasing Partners of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify National Purchasing Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by National Purchasing Partners during the course of my relationship with you.



Staff Report: 049-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/3/2023

SUBJECT Extension of Contract with Live Love Outreach for Management of Safe Stay Community #2

Key Points

- Unsheltered homelessness has continually increased and has significant negative impacts on the broader community and unhoused residents themselves.
- Our community does not have shelter capacity to meet the growing need.
- The Ninth Circuit Court of Appeals has held that cities cannot criminalize camping in all places, at all times, unless there is adequate access to temporary shelter (Martin v. Boise).
- Revisions to Chapter 8.22 VMC "Camping and Outside Habitation" have been made to implement a Safe Stay Community Pilot Program.
- Establishment of Safe Stay Communities increases health, sanitation, and livability for all Vancouver residents, businesses, and visitors.
- Live Love Outreach successfully manages and provides supportive services at the City's second Safe Stay Community, Hope Village.
- City staff is requesting to extend their current contract and amend contract to increase operating budget.

Strategic Plan Alignment

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

Goal 3, Objective 3.1: Strengthen community identity and sense of belonging

Goal 3, Objective 3.2: Improve services available to underserved or vulnerable residents

Present Situation

An estimated 500-600 individuals reside in tents or vehicles within the City of Vancouver, which poses significant health and safety risks to the individuals experiencing unsheltered

homelessness, as well as the rest of the community and the environment. At this time, our community does not have an adequate supply of shelter or housing options to meet the growing need. This Council has observed that many individuals who live outdoors on public property do so, not by choice, but due to a lack of financial means to afford adequate shelter. These individuals are adversely mentally and physically impacted by outdoor habitation. Single female encampment occupants experience a disproportionately high incidence of violent crime, as compared to other people. Families with children who live outdoors, as a result of a lack adequate shelter, are also disproportionately adversely impacted through risk of physical danger and impediments to childhood education.

Simultaneously, Council has also observed that the City's sensitive ecological areas are adversely impacted by secondary impacts of outdoor habitation. The City's sensitive waterways, water treatment facilities, stormwater and wastewater facilities are particularly vulnerable to impacts of illegal dumping and improper disposal of human waste. Additionally, individuals living outdoors in greenways and wooded areas, who utilize fire as a source of heat, or to cook with, increase the potential for wildfire in those areas, particularly during our dry/summer months.

In an effort to reduce the aforementioned negative impacts of unsheltered homelessness, provide for greater safety, stability, and access to needed services for individuals experiencing unsheltered homelessness, and to remain in compliance with *Martin v. Boise*, this Council has approved the establishment of city-sponsored Safe Stay Communities in designated areas.

These Communities are managed and supported by contracted service providers who work to:

- ensure safety and sanitation within and immediately surrounding the designated Community;
- assist Safe Stay Community residents with obtaining stability, accessing needed resources, and transitioning into a more permanent housing situation; and
- proactively engage with the surrounding neighborhood(s) to mitigate potential negative impacts to the neighborhood, facilitate neighborhood participation and volunteer opportunities within the designated Community, and encourage participation in neighborhood/community events, neighborhood association meetings, etc. amongst Safe Stay Community residents.

Advantage(s)

1. Live Love Outreach is a mostly Peer-run organization, with supportive services delivered by trained individuals who also have lived experiences with homelessness, mental/behavioral health, and demonstrated recovery.
2. Live Love Outreach is an existing city contractor and successfully operates the Hope Village-Safe Stay Community, as well as severe weather shelter at Living Hope Church and other outreach services for unhoused City residents, which includes showers, hot meals, and food boxes.
3. Safe Stay Communities serve as a temporary bridge while more permanent housing and shelter options are implemented; the first 6-month review of Hope Village shows that 14% of the residents served in that time period exited to permanent housing, and today, 40% of Hope Village residents are employed.
4. Because these sites are managed, our community has seen a decrease in solid waste, encampments in unsafe spaces, and negative environmental impacts.
5. Because these sites are supported, residents have greater access to services, increased stability, and more safe, healthy, and humane living conditions as they work to resolve their

homelessness.

Disadvantage(s)

None at this time.

Budget Impact

The original budget created for this Safe Stay Community was truly a best guess, given that the first Safe Stay Community had only been open for 4 months, and this kind of project was the first time Live Love Outreach operated a project of this scope. Now that the site has been operating for several months, we have actual costs to utilize in determining needed budget, and due to a variety of reasons, which include inflation and the need for the operator to be able to offer competitive wages and benefits to obtain/retain staff, City staff is requesting an increase in annual operating budget. Funding for the Safe Stay Community #2 is included in the 2023-2024 budget. A decision package is entered into the 2023 first supplemental to accommodate the contract increase of \$50,349.

Prior Council Review

February 7, 2022 - Staff Report 015-22

Action Requested

The amendment and extension of a professional services contract to Live Love Outreach of Vancouver, WA, and to authorize the City Manager, or their designee, to execute a contract for delivery of supportive services and site management at city-sanctioned Safe Stay Community #2.

Jamie Spinelli, Homeless Response Manager, (360) 487-8610

ATTACHMENTS:

- ▢ Professional Services Agreement C-100821
- ▢ The Hope Village 6-Month review

SERVICE AGREEMENT C-100821
AMENDMENT No. 3
SUPPORTIVE CAMPSITE PROGRAM

This Agreement amends the Professional Services Agreement number C-100821 by and between the City of Vancouver, hereinafter referred to as "City", and Live Love Outreach 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 \$602,561.00 to a revised authorized amount of \$1,154,773.00.
2. Amend Attachment A, per the attached herein, to reflect the updated pricing for 2023.
 - Updated rates effective May 1, 2023.
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:
Live Love Outreach

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Attachment A
Supportive Campsite Program Budget

Personnel Costs						
Position	Hourly Rate	Hours Per Week	Monthly Salary	Yearly Wages	Yearly Taxes	Total Year
Homeless Outreach Director	\$29.64	28	\$3,596	\$43,155	\$3,579	\$46,734
Hope Village Director	\$28.35	40	\$4,960	\$58,968	\$4,908	\$63,876
Client Support Lead	\$23.50	40	\$4,073	\$48,880	\$4,136	\$53,106
Client Support Lead	\$23.00	36		\$43,056	\$3,651	\$46,707
Client Support	\$21.20	108	\$13,228.80	\$119,059	\$10,178	\$129,238
Graveyard Security	\$21.20	56	5144.53	\$61,734	\$6,368	\$68,102
Paid Vacation for full time	160 Hours					\$4,000
Medical Insurance	8 employees					\$58,598
Admin and other fees	Accounting HR data entry IT*				\$4,650	\$55,800
Total Payroll Costs						\$ 526,161

Other Costs			
Item	Description	Monthly Costs	Yearly Costs
Insurance	Yearly Premium	\$267	\$3,200
YMCA memberships		\$200	\$2,400
Stipends for residents		\$3,200	\$38,400
Education classes for personal growth		\$750	\$9,000
Wifi	Monthly charges cables modem	\$167	\$2,000
Food costs		\$500	\$6,000
Propane	Portable heater and refill	\$50	\$600
Laundry Cards		\$250	\$3,000
Bus Passes		\$150	\$1,800
Miscellaneous Costs	Canopy, Office supplies, Cleaning supplies, Shelving, Trash bags, Sanitizer	\$833	\$10,000
Total Other Costs		\$6,367	\$76,400

Total Annual Cost	\$602,561
--------------------------	------------------

A Safe Stay, A Hopeful Future

6 MONTHS OF SAFE STAY SUCCESS AT HOPE VILLAGE (APRIL – OCT. 2022)

The City of Vancouver opened its second Safe Stay Community, located at **4915 E. Fourth Plain Blvd** on city-owned property, on April 28, 2022. More than six months later, it continues to provide the most vulnerable in our community with comfortable, dry and secure surroundings where they have access to high-quality, compassionate life-saving and social services while they work to transition out of homelessness.

Safe Stay Community staff work with partner agencies to facilitate residents' transition out of homelessness. The site is fenced and staffed 24/7 by the onsite nonprofit operator, Living Hope Church. It includes trash receptacles and sanitation services, portable toilets and handwashing stations, meeting and office space, and access to supportive services provided by local agencies.

20 TWO-PERSON MODULAR STRUCTURES THAT OFFER SAFE SHELTER FOR UP TO **40** RESIDENTS

36 PEOPLE SERVED, INCLUDING: **20** MALES **16** FEMALES



MOST RESIDENTS ARE BETWEEN

31–61
YEARS OLD

AGE	# SERVED
18–30	2
31–50	17
51–61	11
62+	6

BY THE NUMBERS: APRIL – OCT. 2022

HOUSING ASSISTANCE

5 SUCCESSFUL TRANSITIONS TO HOUSING



22 HOUSING ASSESSMENTS COMPLETED

7 NEGATIVE EXITS FROM PROGRAM

CRITICAL RESOURCES PROVIDED

3,580 NIGHTS OF SAFE SHELTER PROVIDED



3,990 MEALS SERVED ON SITE

347 FOOD BANK DELIVERIES (GROCERIES)



7 OBTAINED LEGAL IDENTIFICATION

150 FREE CLOTHING ITEMS PROVIDED

43 BUS PASSES ISSUED TO RESIDENTS



43 LAUNDROMAT GIFT CARDS DISTRIBUTED

13 COMPLIMENTARY HAIRCUTS PROVIDED BY HAIR STYLISTS

A Safe Stay, A Hopeful Future

The Safe Stay Communities are helping turn lives around. They are another one of the City's solutions to help end homelessness; an immediate, compassionate alternative for people living on our streets so they can move toward gaining employment and living indoors again. And some people are doing just that. People like Michelle and Jack. **Scan the QR code to watch their story.**



Providing a Sense of Community

4.75 AVERAGE LENGTH OF STAY PRIOR TO SECURING HOUSING, IN **MONTHS**



187 ONE-ON-ONE MEETINGS WITH HOMELESSNESS RESPONSE STAFF AND EACH RESIDENT
Weekly meetings to work on personal goals, development achievements and offer continued support.

23 COMMUNITY MEETINGS HELD

7 COMMUNITY PROJECTS AND EVENTS HELD
*Seeds of Growth planter boxes
 Flower boxes planted and gifted to each home
 Fourth Plain Forward partnership
 Mural Association of Clark County
 Community barbeque
 Carwash fundraiser
 Keller Williams community day*

ACCESS TO SOCIAL SERVICES, HEALTH AND WELLNESS

43 INDIVIDUAL RIDES PROVIDED BY STAFF FOR APPOINTMENTS AND SUPPORT SERVICES

35 SUBSTANCE ABUSE RECOVERY MEETINGS ATTENDED

3 OBTAINED MONTHLY YMCA MEMBERSHIPS

90 HEALTHCARE APPOINTMENTS ATTENDED

2 ATTENDED DETOX AND/OR TREATMENT PROGRAMS

5 ACCESSED FOOD STAMPS/VA BENEFITS



15 RECEIVED MENTAL HEALTH AND/OR SUBSTANCE USE DISORDER EVALUATIONS

19 ACTIVELY SOUGHT EMPLOYMENT

6 FAMILY REUNIFICATIONS

A Safer Safe Stay

Prior to becoming a Safe Stay community, the property at **4915 E. Fourth Plain Blvd** was part of the City's Public Works Operations Center. This same site saw frequent break-ins and vandalism, most of which went unreported.

Since Hope Village was established in 2022, public safety calls to 4915 E. Fourth Plain Blvd have decreased. In 2022, calls for service were to report non-residents committing crimes at or near Hope Village, including camping within the 1000' no camping buffer and incidents at the nearby shopping center. The Safe Stay community has drawn more eyes and ears on the area, creating a deterrent for criminal activity.



CALLS FOR POLICE

(500FT RADIUS AROUND PROPERTY
AT 4915 E. FOURTH PLAIN BLVD)

APRIL 28-OCT. 31
2021

APRIL 28-OCT. 31
2022

37

TOTAL CALLS

47

TOTAL CALLS

CALLS FOR FIRE/EMS

(500FT RADIUS AROUND PROPERTY
AT 4915 E. FOURTH PLAIN BLVD)

APRIL 28-OCTOBER 31 2021

25

TOTAL CALLS
TO AREA

1

CALL TO
EXACT ADDRESS

APRIL 28-OCTOBER 31 2022

41

TOTAL CALLS
TO AREA

7

CALLS TO SAFE STAY
COMMUNITY



*Note: The majority of all calls for both years were
to the large shopping center across the street.*

OFFICER-INITIATED VISITS

(500FT RADIUS AROUND PROPERTY
AT 4915 E. FOURTH PLAIN BLVD)

APRIL 28-OCT. 31
2021

APRIL 28-OCT. 31
2022

15

TOTAL VISITS

11

TOTAL VISITS

CALLS FOR POLICE

(TO SAFE STAY COMMUNITY
AT 4915 E. FOURTH PLAIN BLVD)

APRIL 28-OCTOBER 31 2022

5

TOTAL CALLS

1

OFFICER-INITIATED CALL



Staff Report: 051-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/3/2023

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.

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.

Action Requested

On Monday, April 3, 2023, approve ordinance on first reading, setting date of second reading and public hearing for Monday, April 10, 2023.

Jason Nortz, Development Review Division Manager, 360-487-7844; Patrick Gilbride, Information Technology Director, 360-487-7650

ATTACHMENTS:

- ▣ Ordinance
- ▣ 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 McEnerny-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



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
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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

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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.

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- (b) your ceasing to be authorized by Licensee to use the Licensed Software for any or no reason.

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- (b) Will be subject to the terms and conditions of the Master Agreement and this EULA; and

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(d) Modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or any part thereof;

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(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;

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(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.

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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

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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
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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
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Increase to Annual Service Fee	\$20,625
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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

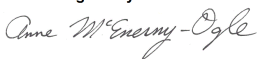
Read Second Time: July 19, 2021

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

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:

\$ 10,579,202.45 this 3rd day of April 2023.

DocuSigned by:
Anne McEnerny-Ogle
MAYOR

Cyndi A. Turner
Digitally signed by Cyndi A. Turner
Date: 2023.03.27 19:45:52 -07'00'
AUDITING OFFICER

DocuSigned by:
Ty Stob
COUNCILMEMBER

DocuSigned by:
Ken W
COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
March 13, 2023 - March 19, 2023	Accounts Payable Checks (see attached)	\$ 6,883,844.91
March 13, 2023 - March 19, 2023	Hansen City Payments (see attached)	\$ 19,079.01
March 13, 2023 - March 19, 2023	Visa Refunds (see attached)	\$ 6,842.43
March 13, 2023 - March 19, 2023	Payroll Checks (see attached)	\$ 3,669,436.10
TOTAL		\$ 10,579,202.45

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Check	10009	3/15/2023	2,100.00	Clark County Title Company - Remit-To: Clark County - Reconveyance Fees	
Miscellaneous Payment	Check	10010	3/15/2023	6.00	Avana One Zero Nine	Refund of duplicate payment to invoice #77045185
Miscellaneous Payment	Check	10011	3/15/2023	664.90	Debbie Jensen	Fire LEOFF1 Pension Funeral Benefit
Miscellaneous Payment	Check	10012	3/15/2023	122.94	Echo Electric LLC	MPE-333374 and MPE-334568
Miscellaneous Payment	Check	10013	3/15/2023	57.00	ICHI 20 TERIYAKI	Refund of duplicate payment to Inv#77047946
Miscellaneous Payment	Check	10014	3/15/2023	15,500.00	Javier De Jesus	Claim Payment - DOL: 09/06/22 - Risk
Miscellaneous Payment	Check	10015	3/15/2023	62.51	JC Electric Inc.	MPE-334635
Miscellaneous Payment	Check	10016	3/15/2023	84.00	Lauren Cooper	Activity Cancellation
Miscellaneous Payment	Check	10017	3/15/2023	75.00	Paul Della	Damage Deposit Refund
Miscellaneous Payment	Check	10018	3/15/2023	168.00	Pet Dental Specialists	Refund of duplicate payment to Invoice# 77049085
Miscellaneous Payment	Check	10019	3/15/2023	40.10	Professional Credit Service	Refund for For: Invoices #99477962/#99481886 Invoice #26561 Negative Trust Statement dated 10/16/22 Client ID #8075
Miscellaneous Payment	Check	10020	3/15/2023	100.00	Rachel Bautista	Damage Deposit Refund
Miscellaneous Payment	Check	10021	3/15/2023	122.94	Thelonius Taylor	MPE-333439/MPE-333441
Supplier Payment	Check	10022	3/15/2023	3,203.70	5 K Enterprises LLC	
Supplier Payment	Check	10023	3/15/2023	1,032.36	Accurate Corporate Services Inc	
Supplier Payment	Check	10024	3/15/2023	13,500.00	Action Onsite Inc	
Supplier Payment	Check	10025	3/15/2023	447.54	Airgas, Inc	
Supplier Payment	Check	10026	3/15/2023	481.10	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	10027	3/15/2023	136.00	American Sani-Can	
Supplier Payment	Check	10028	3/15/2023	309.77	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	10029	3/15/2023	15,320.20	Arborscape Ltd Inc	
Supplier Payment	Check	10030	3/15/2023	8,857.70	AT & T Mobility II LLC	
Supplier Payment	Check	10031	3/15/2023	86.46	AT & T Mobility II LLC	
Supplier Payment	Check	10032	3/15/2023	4,756.40	Axon Enterprises Inc	
Supplier Payment	Check	10033	3/15/2023	20,805.21	BHC Consultants LLC	
Supplier Payment	Check	10034	3/15/2023	7,464.30	Bound Tree Medical LLC	
Supplier Payment	Check	10035	3/15/2023	61,128.43	Brightview Holdings Inc	
Supplier Payment	Check	10036	3/15/2023	16,205.00	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	Check	10037	3/15/2023	440.13	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	10038	3/15/2023	10,468.00	Century West Engineering Corp	
Supplier Payment	Check	10039	3/15/2023	900.00	Chanmi Development LLC	
Supplier Payment	Check	10040	3/15/2023	1,546.96	Cintas	
Supplier Payment	Check	10041	3/15/2023	16,994.16	City of Washougal	
Supplier Payment	Check	10042	3/15/2023	329.00	Clark County - Remit-To: Clark County Public Health	
Supplier Payment	Check	10043	3/15/2023	28,062.58	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	10044	3/15/2023	32.50	Clark Public Utility District No. 1	
Supplier Payment	Check	10045	3/15/2023	33.62	Clark Public Utility District No. 1	
Supplier Payment	Check	10046	3/15/2023	34.11	Clark Public Utility District No. 1	
Supplier Payment	Check	10047	3/15/2023	34.55	Clark Public Utility District No. 1	
Supplier Payment	Check	10048	3/15/2023	34.46	Clark Public Utility District No. 1	
Supplier Payment	Check	10049	3/15/2023	27.50	Clark Public Utility District No. 1	
Supplier Payment	Check	10050	3/15/2023	1,224.94	Clark Public Utility District No. 1	
Supplier Payment	Check	10051	3/15/2023	134.16	Clark Public Utility District No. 1	
Supplier Payment	Check	10052	3/15/2023	15.92	Clark Public Utility District No. 1	
Supplier Payment	Check	10053	3/15/2023	118.57	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10054	3/15/2023	118.57	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10055	3/15/2023	113.57	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	

INVOICE PAYMENTS REPORT

Supplier Payment	Check	10056	3/15/2023	151.13	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10057	3/15/2023	108.31	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10058	3/15/2023	193.31	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10059	3/15/2023	19,194.48	Comcast Holdings Corporation - Philadelphia	
Supplier Payment	Check	10060	3/15/2023	2,027.67	Emerald Services Inc - Remit-To: Emerald - Pittsburgh	
Supplier Payment	Check	10061	3/15/2023	8,502.37	Emphasys Computer Solutions Inc.	
Supplier Payment	Check	10062	3/15/2023	2,925.00	Evergreen School District 114	
Supplier Payment	Check	10063	3/15/2023	935.00	Examworks Inc	
Supplier Payment	Check	10064	3/15/2023	14,511.13	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	10065	3/15/2023	17,645.00	Fourth Plain Forward	
Supplier Payment	Check	10066	3/15/2023	391.50	GB Manchester Inc	
Supplier Payment	Check	10067	3/15/2023	11,830.00	Groundwater Solutions, Inc.	
Supplier Payment	Check	10068	3/15/2023	612.00	H&H Wood Recyclers	
Supplier Payment	Check	10069	3/15/2023	12,716.10	Herrera Environmental Consultants Inc	
Supplier Payment	Check	10070	3/15/2023	5,972.84	HMI Oregon - Remit-To: Pacific WRO	
Supplier Payment	Check	10071	3/15/2023	1,074.60	ISSQUARED Inc.	
Supplier Payment	Check	10072	3/15/2023	2,606.40	Justin A. Messman	
Supplier Payment	Check	10073	3/15/2023	15,296.84	KBT Distributing LLC	
Supplier Payment	Check	10074	3/15/2023	8,940.29	Keller Associates Inc	
Supplier Payment	Check	10075	3/15/2023	5,064.83	Keller Supply Company	
Supplier Payment	Check	10076	3/15/2023	25,231.23	Kittelson & Associates Inc	
Supplier Payment	Check	10077	3/15/2023	6.58	Kronos Incorporated - Remit-To: Atlanta	
Supplier Payment	Check	10078	3/15/2023	1,278.50	Kurita America Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	10079	3/15/2023	2,500.00	LSW Architects PC	
Supplier Payment	Check	10080	3/15/2023	2,000.00	Marquam Group LTD	
Supplier Payment	Check	10081	3/15/2023	9,265.00	Maul Foster & Alongi Inc	
Supplier Payment	Check	10082	3/15/2023	11,900.25	MSDS Online Inc	
Supplier Payment	Check	10083	3/15/2023	2,602.68	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	10084	3/15/2023	855.75	Murray Smith Inc	
Supplier Payment	Check	10085	3/15/2023	16,508.94	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	10086	3/15/2023	27,856.87	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	Check	10087	3/15/2023	361.39	Novanis IT Solutions	
Supplier Payment	Check	10088	3/15/2023	14,118.00	Oregon Rifleworks	
Supplier Payment	Check	10089	3/15/2023	11,672.11	Passport Labs Inc. - Remit-To: Passport Labs Inc	
Supplier Payment	Check	10090	3/15/2023	33,585.53	Peterson Machinery Co	
Supplier Payment	Check	10091	3/15/2023	2,209.00	Portland Adventist Medical Center	
Supplier Payment	Check	10092	3/15/2023	5,178.78	Portland Mechanical Construction LLC	
Supplier Payment	Check	10093	3/15/2023	280,895.96	PSI Water Technologies Inc	
Supplier Payment	Check	10094	3/15/2023	13,195.16	Qwest Corporation - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	10095	3/15/2023	7,743.00	Rapid Response Bio Clean Inc.	
Supplier Payment	Check	10096	3/15/2023	2,142.00	Ron Turley Associates	
Supplier Payment	Check	10097	3/15/2023	3,457.28	San Diego Police Equipment Co Inc	
Supplier Payment	Check	10098	3/15/2023	300.00	Sheldon Wong	
Supplier Payment	Check	10099	3/15/2023	1,695.24	Shrums Pest Control	
Supplier Payment	Check	10100	3/15/2023	468.29	Snap-on Incorporated	
Supplier Payment	Check	10101	3/15/2023	344.92	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	10102	3/15/2023	28,475.00	Southwest Washington Humane Society	
Supplier Payment	Check	10103	3/15/2023	24,672.38	Stark Street West, Inc	

INVOICE PAYMENTS REPORT

Supplier Payment	Check	10104	3/15/2023	120,704.30	State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology	
Supplier Payment	Check	10105	3/15/2023	0.76	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Check	10106	3/15/2023	3,739.06	State of Washington Department of Transportation	
Supplier Payment	Check	10107	3/15/2023	272.85	The ADT Security Corporation	
Supplier Payment	Check	10108	3/15/2023	435.00	Triangle Resources Inc	
Supplier Payment	Check	10109	3/15/2023	1,262.59	Trilogy MedWaste West, LLC	
Supplier Payment	Check	10110	3/15/2023	2,006.82	United States Department of Agriculture - Remit-To: USDA APHIS - St Louis	
Supplier Payment	Check	10111	3/15/2023	235.00	Vancouver Aire LLC	
Supplier Payment	Check	10112	3/15/2023	244.35	W.B. Sprague Co. Inc.	
Supplier Payment	Check	10113	3/15/2023	1,809.60	Walter E Nelson Company	
Supplier Payment	Check	10114	3/15/2023	7,074.28	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	10115	3/15/2023	98,600.67	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	10116	3/15/2023	163,019.46	Western Equipment Distributors - Remit-To: Western Equipment - Los Angeles	
Supplier Payment	Check	10117	3/15/2023	3,362.58	Western Water Works Supply Co Inc	
Supplier Payment	Check	10118	3/15/2023	47,102.55	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
Supplier Payment	Check	10119	3/15/2023	86.41	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	10120	3/15/2023	2,316.92	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Customer Refund	Check	10121	3/15/2023	589.86	THE HISTORIC TRUST	Account was transferred to another customer 2/1/2023.
Ad Hoc Payment	Check	10122	3/15/2023	20.78	Abels, Constance and Lorraine	Utility Refunds: 0082000384-03
Ad Hoc Payment	Check	10123	3/15/2023	164.99	Armistead, Stephen	Utility Refunds: 0030011400-19
Ad Hoc Payment	Check	10124	3/15/2023	133.93	Brooks, Tiffany or Stephen	Utility Refunds: 0000001102-04
Ad Hoc Payment	Check	10125	3/15/2023	101.62	Cameron, Pam C	Utility Refunds: 0146007190-03
Ad Hoc Payment	Check	10126	3/15/2023	9,787.03	Columbia State Bank Attn Facilities	Utility Refunds: 0065020420-02
Ad Hoc Payment	Check	10127	3/15/2023	209.95	Coy, Eric	Utility Refunds: 0009066700-11
Ad Hoc Payment	Check	10128	3/15/2023	377.98	Fink, Joseph or Jo-Anne	Utility Refunds: 0025021200-08 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	10129	3/15/2023	214.12	Green, Mark or Wendy	Utility Refunds: 0098027610-00
Ad Hoc Payment	Check	10130	3/15/2023	322.00	Heights Real Estate LLC	Utility Refunds: 0031049000-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	10131	3/15/2023	230.05	Irvin, Wesley C	Utility Refunds: 0127007600-06
Ad Hoc Payment	Check	10132	3/15/2023	113.10	Jackson, Melvenia	Utility Refunds: 0088080100-02
Ad Hoc Payment	Check	10133	3/15/2023	222.37	JMJ Properties LLC	Utility Refunds: 0074016954-21
Ad Hoc Payment	Check	10134	3/15/2023	116.00	Johnson, Cynthia	Utility Refunds: 0129002646-01
Ad Hoc Payment	Check	10135	3/15/2023	163.36	King, Kristen or Albert	Utility Refunds: 0000007466-04
Ad Hoc Payment	Check	10136	3/15/2023	1,000.00	Kuzmych, Nataliya	Utility Refunds: 0061034300-07
Ad Hoc Payment	Check	10137	3/15/2023	93.09	Laureanti, Ross	Utility Refunds: 0079080100-17
Ad Hoc Payment	Check	10138	3/15/2023	48.59	Laurie Hayes or Malissa Hancock Trustees	Utility Refunds: 0010053900-00
Ad Hoc Payment	Check	10139	3/15/2023	132.53	Lehto, Kyle	Utility Refunds: 0034051201-01
Ad Hoc Payment	Check	10140	3/15/2023	37.22	Livick, Judith	Utility Refunds: 0025001300-01
Ad Hoc Payment	Check	10141	3/15/2023	92.11	Lori Zeman or Michael Colvin	Utility Refunds: 0012078126-07
Ad Hoc Payment	Check	10142	3/15/2023	32.80	MacLellan, Robert S	Utility Refunds: 0002043070-02

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Ad Hoc Payment	Check	10143	3/15/2023	27.60	Mark H Stennfeld or Linda L Cass	Utility Refunds: 0057012500-03
Ad Hoc Payment	Check	10144	3/15/2023	70.85	Mark H Stennfeld or Linda L Cass	Utility Refunds: 0057012500-03
Ad Hoc Payment	Check	10145	3/15/2023	44.45	Mark H Stennfeld or Linda L Cass	Utility Refunds: 0057012500-03
Ad Hoc Payment	Check	10146	3/15/2023	65.50	McCormick, McKenzie	Utility Refunds: 0107020310-03
Ad Hoc Payment	Check	10147	3/15/2023	128.74	Moore, Alisha	Utility Refunds: 0127020400-02
Ad Hoc Payment	Check	10148	3/15/2023	126.86	Nelson, Adam or Theresa	Utility Refunds: 0056077065-05
Ad Hoc Payment	Check	10149	3/15/2023	152.45	North Cascade Excavating	Utility Refunds: 0000009334-06
Ad Hoc Payment	Check	10150	3/15/2023	43.12	Olin Homes LLC	Utility Refunds: 0500004815-01
Ad Hoc Payment	Check	10151	3/15/2023	66.41	Penniger, Resi Kay Louise	Utility Refunds: 0500003407-02
Ad Hoc Payment	Check	10152	3/15/2023	128.74	Perez, Pamela M and Rafael R	Utility Refunds: 0146007090-02
Ad Hoc Payment	Check	10153	3/15/2023	423.71	Reiss, Bryan	Utility Refunds: 0079071100-09
Ad Hoc Payment	Check	10154	3/15/2023	151.42	Scarpelli, Joseph	Utility Refunds: 0036057000-19
Ad Hoc Payment	Check	10155	3/15/2023	152.87	Shipp, Samantha Jo	Utility Refunds: 0112097028-04
Ad Hoc Payment	Check	10156	3/15/2023	148.61	Simmons, James E or Landy L	Utility Refunds: 0109350000-04
Ad Hoc Payment	Check	10157	3/15/2023	140.07	Summerfield Homes LLC	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	10158	3/15/2023	119.78	The Estate of John Alan Martin	Utility Refunds: 0025001300-01
Ad Hoc Payment	Check	10159	3/15/2023	56.25	The Management Group	Utility Refunds: 0000006263-02
Ad Hoc Payment	Check	10160	3/15/2023	86.32	The Nelsen Family Trust	Utility Refunds: 0068033300-01
Ad Hoc Payment	Check	10161	3/15/2023	274.53	Toronto, Tatiana	Utility Refunds: 0137001536-05
Ad Hoc Payment	Check	10162	3/15/2023	80.40	Walton, Carroll or Rosana	Utility Refunds: 0127010780-04
Ad Hoc Payment	Check	10163	3/15/2023	106.00	Webb, Marion	Utility Refunds: 0128430200-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	10164	3/15/2023	393.97	Yasinskiy, Sergey	Utility Refunds: 0500002449-02
Ad Hoc Payment	Check	10165	3/15/2023	39.39	Zeigler, Emily or David	Utility Refunds: 0079075900-16
Ad Hoc Payment	Check	10166	3/15/2023	11.24	Zeigler, Emily or David	Utility Refunds: 0079075900-16
Ad Hoc Payment	Check	10167	3/15/2023	20.90	Zeigler, Emily or David	Utility Refunds: 0079075900-16
Ad Hoc Payment	Check	10168	3/15/2023	121.55	Zenith Properties NW	Utility Refunds: 0074016954-21
Supplier Payment	Check	10169	3/15/2023	15,884.73	Chicago Title Company of WA	
Miscellaneous Payment	Check	10170	3/22/2023	61.47	Crown Electric	MPE-328647 (jobsite: 5545 E Evergreen Blvd 6405)
Miscellaneous Payment	Check	10171	3/22/2023	14,461.47	Douglas Calvert	Claim Payment - DOL: 01/17/22 - Risk
Miscellaneous Payment	Check	10172	3/22/2023	68.64	Garner Electric	MPE-334680 (jobsite: 12201 NE 7th Street))
Miscellaneous Payment	Check	10173	3/22/2023	330.13	GB Manchester Inc	FRI-332710 (jobsite: 3510 SE 164th Ave)
Miscellaneous Payment	Check	10174	3/22/2023	45.00	Jubitz Corporation	WTR-334691 (jobsite: 11516 NE 66th St)
Miscellaneous Payment	Check	10175	3/22/2023	200.00	PLS Engineering	ENG-83063 (jobsite: 11606 NE 76th St)
Miscellaneous Payment	Check	10176	3/22/2023	61.47	Rawhide Electrical Services LLC	MPE-334870 (jobsite: 14214 NE 36th Street)
Cash Advance Payment	Check	10177	3/22/2023	334.61	Joseph Lenahan	
Customer Refund	Check	10178	3/22/2023	51.68	CRAIG STEIN	STAYS Overpayment
Ad Hoc Payment	Check	10179	3/22/2023	61.65	Angelo, Emmi	Utility Refunds: 0053082200-04
Ad Hoc Payment	Check	10180	3/22/2023	85.72	Cascade West Development Inc	Utility Refunds: 0500005857-01
Ad Hoc Payment	Check	10181	3/22/2023	104.03	Catherine Damin or Ashlyn Young	Utility Refunds: 0073003280-12
Ad Hoc Payment	Check	10182	3/22/2023	81.65	Daniel, David or Jenetta	Utility Refunds: 0057035030-02
Ad Hoc Payment	Check	10183	3/22/2023	193.52	Dolbey, Steven or Chana	Utility Refunds: 0091038300-02
Ad Hoc Payment	Check	10184	3/22/2023	21.77	Doty, Debbie	Utility Refunds: 0067006200-01
Ad Hoc Payment	Check	10185	3/22/2023	115.59	Erickson, Lief	Utility Refunds: 0074022542-02
Ad Hoc Payment	Check	10186	3/22/2023	244.26	Estate of Hazel P Tetreau	Utility Refunds: 0015028400-00
Ad Hoc Payment	Check	10187	3/22/2023	209.39	Estate of Shirley Jensen	Utility Refunds: 0075003018-13
Ad Hoc Payment	Check	10188	3/22/2023	42.89	Genteel Investments LLC	Utility Refunds: 0116006800-00
Ad Hoc Payment	Check	10189	3/22/2023	68.80	Genteel Investments LLC	Utility Refunds: 0116006700-04

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Ad Hoc Payment	Check	10190	3/22/2023	218.41	Hoay,Boeun	Utility Refunds: 0086013863-03
Ad Hoc Payment	Check	10191	3/22/2023	20.54	Hoofnagle,Deborah D	Utility Refunds: 0045028179-03
Ad Hoc Payment	Check	10192	3/22/2023	89.00	Kelley,Robert or Karen	Utility Refunds: 0080044900-05 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	10193	3/22/2023	185.63	Long,Kimberly K	Utility Refunds: 0021066000-05
Ad Hoc Payment	Check	10194	3/22/2023	136.82	Marumi Braskett or Teddy Williams	Utility Refunds: 0047073600-12
Ad Hoc Payment	Check	10195	3/22/2023	107.74	Matthew Thogerson or Alexandra Luna	Utility Refunds: 0069055900-06
Ad Hoc Payment	Check	10196	3/22/2023	37.17	McCain,Brandon or Andrea	Utility Refunds: 0093042800-14
Ad Hoc Payment	Check	10197	3/22/2023	65.14	Niou,George or Lydia	Utility Refunds: 0117012046-13
Ad Hoc Payment	Check	10198	3/22/2023	116.00	Nofziger,Sandra	Utility Refunds: 0129002618-12 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	10199	3/22/2023	247.44	NW Management Exclusive Inc	Utility Refunds: 0117012046-13 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	10200	3/22/2023	125.82	NW Management Exclusive Inc	Utility Refunds: 0062000308-17
Ad Hoc Payment	Check	10201	3/22/2023	30.52	Nylund Inc	Utility Refunds: 0070060600-09
Ad Hoc Payment	Check	10202	3/22/2023	109.29	Payne,Janet	Utility Refunds: 0112090064-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	10203	3/22/2023	20.61	Piven,Betty	Utility Refunds: 0074024108-09
Ad Hoc Payment	Check	10204	3/22/2023	23.44	Rossiter Living Trust	Utility Refunds: 0069014700-00
Ad Hoc Payment	Check	10205	3/22/2023	71.08	Shelton,Robert or Gayle	Utility Refunds: 0149001252-01
Ad Hoc Payment	Check	10206	3/22/2023	115.08	Staples,Jaida or Joshua	Utility Refunds: 0046059404-05
Ad Hoc Payment	Check	10207	3/22/2023	46.00	Stewart,Gary E	Utility Refunds: 0026019300-00
Ad Hoc Payment	Check	10208	3/22/2023	114.00	The Debra S Lake Living Trust	Utility Refunds: 0054027344-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	10209	3/22/2023	64.00	The Estate of Lois J Stewart	Utility Refunds: 0026019300-00
Ad Hoc Payment	Check	10210	3/22/2023	44.78	The Estate of Rosemary Cooper	Utility Refunds: 0078000012-02
Ad Hoc Payment	Check	10211	3/22/2023	33.16	The Hyde Living Trust	Utility Refunds: 0000004884-02
Ad Hoc Payment	Check	10212	3/22/2023	368.65	Vigil,Lance	Utility Refunds: 0000001787-05
Ad Hoc Payment	Check	10213	3/22/2023	99.42	Yamami,Kevin I	Utility Refunds: 0000004244-04
Supplier Payment	Check	10214	3/22/2023	18,013.48	Action Technology Systems	
Supplier Payment	Check	10215	3/22/2023	16,965.23	AKS Engineering & Forestry LLC	
Supplier Payment	Check	10216	3/22/2023	220.00	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	10217	3/22/2023	99.21	Allegiance Benefit Plan Management Inc - Remit- To: Pensioners	
Supplier Payment	Check	10218	3/22/2023	250.00	Allegiance Benefit Plan Management Inc - Remit- To: Pensioners	
Supplier Payment	Check	10219	3/22/2023	9.34	Allegiance Benefit Plan Management Inc - Remit- To: Pensioners	
Supplier Payment	Check	10220	3/22/2023	75.00	Allegiance Benefit Plan Management Inc - Remit- To: Pensioners	
Supplier Payment	Check	10221	3/22/2023	10,404.00	American AED, LLC	
Supplier Payment	Check	10222	3/22/2023	130.35	Aramark Uniform & Career Apparel LLC - Remit-To:	
Supplier Payment	Check	10223	3/22/2023	6,524.69	Aramark - Pasadena Arborscape Ltd Inc	
Supplier Payment	Check	10224	3/22/2023	574.50	Bound Tree Medical LLC	
Supplier Payment	Check	10225	3/22/2023	10,159.35	Brown & Wilson Partnership LLC	
Supplier Payment	Check	10226	3/22/2023	48,543.74	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	Check	10227	3/22/2023	365.98	C&H Precision Weapons, LLC	
Supplier Payment	Check	10228	3/22/2023	913.87	Carahsoft Technology	

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Supplier Payment	Check	10229	3/22/2023	42.09	Cellco Partnership - Remit-To: Cellco - Dallas
Supplier Payment	Check	10230	3/22/2023	728.00	City of Vancouver - Remit-To: COV Main
Supplier Payment	Check	10231	3/22/2023	13,955.10	Clark County Lawn and Tractor LLC
Supplier Payment	Check	10232	3/22/2023	329.00	Clark County - Remit-To: Clark County Public Health
Supplier Payment	Check	10233	3/22/2023	131.48	Clark County - Remit-To: Clark County - Treasurer Seattle
Supplier Payment	Check	10234	3/22/2023	233.89	Clark County - Treasurer Vancouver
Supplier Payment	Check	10235	3/22/2023	16.36	Clark Public Utility District No. 1
Supplier Payment	Check	10236	3/22/2023	139.87	Clark Public Utility District No. 1
Supplier Payment	Check	10237	3/22/2023	59,836.80	Clary Longview LLC
Supplier Payment	Check	10238	3/22/2023	21,980.64	Columbia Cascade Company
Supplier Payment	Check	10239	3/22/2023	1,822.45	Columbia Resource Company
Supplier Payment	Check	10240	3/22/2023	104.94	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry
Supplier Payment	Check	10241	3/22/2023	106.63	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry
Supplier Payment	Check	10242	3/22/2023	247.58	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry
Supplier Payment	Check	10243	3/22/2023	188.31	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry
Supplier Payment	Check	10244	3/22/2023	128.57	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry
Supplier Payment	Check	10245	3/22/2023	119.75	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry
Supplier Payment	Check	10246	3/22/2023	13,726.50	Consort North America Inc
Supplier Payment	Check	10247	3/22/2023	9,443.50	Copiers Northwest
Supplier Payment	Check	10248	3/22/2023	2,460.00	David Corey PHD PC
Supplier Payment	Check	10249	3/22/2023	6,505.99	Distinctive Landscape LLC
Supplier Payment	Check	10250	3/22/2023	22,747.61	Elite Contracting Co Inc
Supplier Payment	Check	10251	3/22/2023	814.50	EMS Technology Solutions LLC
Supplier Payment	Check	10252	3/22/2023	275.00	ERF Company Inc
Supplier Payment	Check	10253	3/22/2023	7,469.30	FFA Architecture and Interiors, Inc
Supplier Payment	Check	10254	3/22/2023	579.00	Frank Woodbery
Supplier Payment	Check	10255	3/22/2023	9,600.00	Genuine Senior Living
Supplier Payment	Check	10256	3/22/2023	6,995.17	Global Transportation Engineering Corporation
Supplier Payment	Check	10257	3/22/2023	1,892.50	Haley & Aldrich, Inc
Supplier Payment	Check	10258	3/22/2023	24,841.26	Herrera Environmental Consultants Inc
Supplier Payment	Check	10259	3/22/2023	5.44	J-2 Blueprint Supply Co.
Supplier Payment	Check	10260	3/22/2023	980.13	J L Storedahl & Sons, Inc
Supplier Payment	Check	10261	3/22/2023	80.00	Judy Adams
Supplier Payment	Check	10262	3/22/2023	1,740.00	Kramer Gehlen & Associates
Supplier Payment	Check	10263	3/22/2023	35,071.91	Kronos Incorporated - Remit-To: Atlanta
Supplier Payment	Check	10264	3/22/2023	16.15	Legacy Laboratory Services Inc
Supplier Payment	Check	10265	3/22/2023	7,417.33	Level 3 Financing, Inc
Supplier Payment	Check	10266	3/22/2023	40,030.42	Life Insurance Company of North America
Supplier Payment	Check	10267	3/22/2023	1,301.34	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago
Supplier Payment	Check	10268	3/22/2023	600.00	Nagra & Atwal Corporation
Supplier Payment	Check	10269	3/22/2023	4,997.80	National Park Service - Remit-To: National Park Service - Pearson Lease
Supplier Payment	Check	10270	3/22/2023	7,583.57	Northwest Natural Gas Company - Remit-To: NW Natural - Portland
Supplier Payment	Check	10271	3/22/2023	4,034.65	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources
Supplier Payment	Check	10272	3/22/2023	1,484.00	Pacifica Law Group LLP
Supplier Payment	Check	10273	3/22/2023	75.00	Portland Adventist Medical Center

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

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Supplier Payment	Check	10274	3/22/2023	2,903.04	PPC Solutions Inc
Supplier Payment	Check	10275	3/22/2023	693.00	Public Safety Testing Inc
Supplier Payment	Check	10276	3/22/2023	782.60	Qwest Corporation
Supplier Payment	Check	10277	3/22/2023	6,799.79	Qwest Corporation - Remit-To: Qwest Corp- Seattle
Supplier Payment	Check	10278	3/22/2023	4,778.40	SafeFire LLC
Supplier Payment	Check	10279	3/22/2023	446.15	Software House International SHI - Remit-To: SHI - Dallas
Supplier Payment	Check	10280	3/22/2023	395.84	Speed's Towing of Vancouver
Supplier Payment	Check	10281	3/22/2023	750.00	State of Washington Department of Labor & Industries
Supplier Payment	Check	10282	3/22/2023	2,988.00	The Loudenback Corporation
Supplier Payment	Check	10283	3/22/2023	1,468.28	Triple J Enterprises
Supplier Payment	Check	10284	3/22/2023	168.00	Vancouver Aire LLC
Supplier Payment	Check	10285	3/22/2023	604.20	Walter E Nelson Company
Supplier Payment	Check	10286	3/22/2023	7,304.99	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver
Supplier Payment	Check	10287	3/24/2023	6,916.76	Aflac
Supplier Payment	Check	10288	3/24/2023	5,407.15	AFSCME Local #307
Supplier Payment	Check	10289	3/24/2023	475.84	California State Disbursement Unit
Supplier Payment	Check	10290	3/24/2023	491.00	Hawaii SDU
Supplier Payment	Check	10291	3/24/2023	792.75	IAM Local #1374
Supplier Payment	Check	10292	3/24/2023	9,227.95	Life Insurance Company of North America
Supplier Payment	Check	10293	3/24/2023	675.00	MFS Service Center Inc
Supplier Payment	Check	10294	3/24/2023	25.00	OPEIU Local #11
Supplier Payment	Check	10295	3/24/2023	3,985.02	OPEIU Local #11
Supplier Payment	Check	10296	3/24/2023	640.00	Teamsters Local #58
Supplier Payment	Check	10297	3/24/2023	262.50	UA Local #290
Supplier Payment	Check	10298	3/24/2023	3,227.70	Western Conference of Teamsters
Supplier Payment	Check	10299	3/24/2023	1,237.86	Western Metal Industry Pension Plan
			Check	1,889,171.21	
Expense Payment	Direct Deposit	EFT-00187892	3/16/2023	115.00	Bradley Smith
Expense Payment	Direct Deposit	EFT-00187893	3/16/2023	250.00	Jeremiah Jones
Expense Payment	Direct Deposit	EFT-00187894	3/16/2023	75.00	Thor Tesdale
Expense Payment	Direct Deposit	EFT-00187895	3/16/2023	249.95	Ashley Brown
Expense Payment	Direct Deposit	EFT-00187896	3/16/2023	331.22	Sutton Moon
Expense Payment	Direct Deposit	EFT-00187897	3/16/2023	36.00	Jay Arvidson
Cash Advance Payment	Direct Deposit	EFT-00187898	3/16/2023	111.00	Tyson Taylor
Cash Advance Payment	Direct Deposit	EFT-00187899	3/16/2023	335.92	Susan McNutt-Koning
Cash Advance Payment	Direct Deposit	EFT-00187900	3/16/2023	337.89	Ryan McTague
Cash Advance Payment	Direct Deposit	EFT-00187901	3/16/2023	51.75	Tyson Taylor
Cash Advance Payment	Direct Deposit	EFT-00187902	3/16/2023	347.06	Eric Stinson
Cash Advance Payment	Direct Deposit	EFT-00187903	3/16/2023	334.61	Jeri Newbold
Cash Advance Payment	Direct Deposit	EFT-00187904	3/16/2023	123.75	Angela Williams
Cash Advance Payment	Direct Deposit	EFT-00187905	3/16/2023	360.86	Sarah Pettett
Cash Advance Payment	Direct Deposit	EFT-00187906	3/16/2023	434.50	Jake Carlow
Cash Advance Payment	Direct Deposit	EFT-00187907	3/16/2023	321.86	Kristin Lehto
Cash Advance Payment	Direct Deposit	EFT-00187908	3/16/2023	434.50	Bennie Romiti
Cash Advance Payment	Direct Deposit	EFT-00187909	3/16/2023	89.25	Brian McEmore
Cash Advance Payment	Direct Deposit	EFT-00187910	3/16/2023	51.75	Mike Bokma
Cash Advance Payment	Direct Deposit	EFT-00187911	3/16/2023	111.00	Mike Bokma
Cash Advance Payment	Direct Deposit	EFT-00187912	3/16/2023	192.09	James Demmon
Cash Advance Payment	Direct Deposit	EFT-00187913	3/16/2023	114.75	Charles Winkler
Cash Advance Payment	Direct Deposit	EFT-00187914	3/16/2023	114.75	Dan Zenger
Cash Advance Payment	Direct Deposit	EFT-00187915	3/16/2023	114.75	Erik Schoofield
Cash Advance Payment	Direct Deposit	EFT-00187916	3/16/2023	90.00	Christian Toves
Cash Advance Payment	Direct Deposit	EFT-00187917	3/16/2023	114.75	Jacob Mahan
Expense Payment	Direct Deposit	EFT-00187918	3/16/2023	312.46	Christopher Roberts
Expense Payment	Direct Deposit	EFT-00187919	3/16/2023	59.58	Mike McDonald
Expense Payment	Direct Deposit	EFT-00187920	3/16/2023	795.00	Zachary Prine
Expense Payment	Direct Deposit	EFT-00187921	3/16/2023	293.05	Rachel Colon
Expense Payment	Direct Deposit	EFT-00187922	3/16/2023	69.00	Anthony Graeber
Expense Payment	Direct Deposit	EFT-00187923	3/16/2023	74.00	Zachary Alred
Expense Payment	Direct Deposit	EFT-00187924	3/16/2023	133.66	Spencer Harris
Expense Payment	Direct Deposit	EFT-00187925	3/16/2023	127.07	Jessica Goddard
Cash Advance Payment	Direct Deposit	EFT-00189743	3/23/2023	374.92	Stuart Morley
Cash Advance Payment	Direct Deposit	EFT-00189744	3/23/2023	90.00	Chelsey Santos
Cash Advance Payment	Direct Deposit	EFT-00189745	3/23/2023	59.25	Tyson Taylor
Cash Advance Payment	Direct Deposit	EFT-00189746	3/23/2023	335.92	Bradley French
Cash Advance Payment	Direct Deposit	EFT-00189747	3/23/2023	114.75	Michael Summerhill
Cash Advance Payment	Direct Deposit	EFT-00189748	3/23/2023	434.50	Jude Blocker
Cash Advance Payment	Direct Deposit	EFT-00189749	3/23/2023	172.50	Drew Klaetsch
Cash Advance Payment	Direct Deposit	EFT-00189750	3/23/2023	90.00	Nichol Danielson
Cash Advance Payment	Direct Deposit	EFT-00189751	3/23/2023	333.00	Travis Brown
Cash Advance Payment	Direct Deposit	EFT-00189752	3/23/2023	90.00	Carole Boswell
Cash Advance Payment	Direct Deposit	EFT-00189753	3/23/2023	434.50	James Dewey
Cash Advance Payment	Direct Deposit	EFT-00189754	3/23/2023	59.25	Mike Bokma
Cash Advance Payment	Direct Deposit	EFT-00189755	3/23/2023	331.99	Michael Schelling
Cash Advance Payment	Direct Deposit	EFT-00189756	3/23/2023	434.50	Taylor Cochran
Cash Advance Payment	Direct Deposit	EFT-00189757	3/23/2023	90.00	Mauricio Cruz
Cash Advance Payment	Direct Deposit	EFT-00189758	3/23/2023	337.23	Joseph Stewart
Cash Advance Payment	Direct Deposit	EFT-00189759	3/23/2023	318.89	Scott Boyer
Cash Advance Payment	Direct Deposit	EFT-00189760	3/23/2023	221.39	Scott Boyer
Cash Advance Payment	Direct Deposit	EFT-00189761	3/23/2023	224.50	Jackie Caldwell

INVOICE PAYMENTS REPORT

Cash Advance Payment	Direct Deposit	EFT-00189762	3/23/2023	326.75	John Kendall	
Cash Advance Payment	Direct Deposit	EFT-00189763	3/23/2023	311.03	Wayne Folkers	
Cash Advance Payment	Direct Deposit	EFT-00189764	3/23/2023	379.50	Julie Ballou	
Cash Advance Payment	Direct Deposit	EFT-00189765	3/23/2023	333.30	Mitch Bielas	
Expense Payment	Direct Deposit	EFT-00189766	3/23/2023	55.50	Tyson Taylor	
Expense Payment	Direct Deposit	EFT-00189767	3/23/2023	104.00	Jaime Blas Iopez	
Expense Payment	Direct Deposit	EFT-00189768	3/23/2023	249.95	Mike Shrum	
Expense Payment	Direct Deposit	EFT-00189769	3/23/2023	55.50	Robert Block	
Expense Payment	Direct Deposit	EFT-00189770	3/23/2023	250.00	Robert Skucas	
Expense Payment	Direct Deposit	EFT-00189771	3/23/2023	136.00	Jeremiah Jones	
Expense Payment	Direct Deposit	EFT-00189772	3/23/2023	216.81	Kristine Olinger	
Expense Payment	Direct Deposit	EFT-00189773	3/23/2023	194.57	Sergio Borquez-Ortega	
Expense Payment	Direct Deposit	EFT-00189774	3/23/2023	79.50	Joshua Potter	
Expense Payment	Direct Deposit	EFT-00189775	3/23/2023	222.70	Lisa Brandl	
Expense Payment	Direct Deposit	EFT-00189776	3/23/2023	281.65	Craig Frantz	
Expense Payment	Direct Deposit	EFT-00189777	3/23/2023	1,442.12	Weston Dorszynski	
Expense Payment	Direct Deposit	EFT-00189778	3/23/2023	207.39	Dale Ihrig	
			Direct Deposit	16,501.14		
Supplier Payment	EFT	EFT-00187926	3/16/2023	13,795.70	Opsis Architecture LLP	
Supplier Payment	EFT	EFT-00187927	3/16/2023	192.04	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00187928	3/16/2023	307,504.51	North Cascades Excavating, LLC	
Supplier Payment	EFT	EFT-00187929	3/16/2023	16,675.16	SELF - Support for Early Learning + Families	
Supplier Payment	EFT	EFT-00187930	3/16/2023	20,346.50	Coffman Engineers Inc	
Supplier Payment	EFT	EFT-00187931	3/16/2023	2,682.42	Fire Systems West	
Supplier Payment	EFT	EFT-00187932	3/16/2023	85,789.22	Advanced Excavating Specialists LLC	
Supplier Payment	EFT	EFT-00187933	3/16/2023	79,000.00	Proud Ground	
Supplier Payment	EFT	EFT-00187934	3/16/2023	5,130.55	Harnys Key Service Inc	
Supplier Payment	EFT	EFT-00187935	3/16/2023	40.77	Ziply Fiber	
Supplier Payment	EFT	EFT-00187936	3/16/2023	105.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00187937	3/16/2023	17,410.66	Living Hope Church	
Supplier Payment	EFT	EFT-00187938	3/16/2023	9,618.00	Lasko Printing Specialties Inc	
Supplier Payment	EFT	EFT-00187939	3/16/2023	59,202.93	Parker Pacific Development LLC	
Supplier Payment	EFT	EFT-00187940	3/16/2023	800.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00187941	3/16/2023	183,210.37	Halbert Construction Services LLC	
Supplier Payment	EFT	EFT-00187942	3/16/2023	492.57	McKesson Medical Surgical Inc	
Supplier Payment	EFT	EFT-00187943	3/16/2023	7,500.00	Arbutus Consulting LLC	
Supplier Payment	EFT	EFT-00187944	3/16/2023	6,375.93	Retail Lockbox Inc	
Supplier Payment	EFT	EFT-00187945	3/16/2023	12,477.72	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00187946	3/16/2023	2,916.67	Sonic Boom Wellness LLC	
Supplier Payment	EFT	EFT-00187947	3/16/2023	43,961.78	Operations Management International Inc	
Supplier Payment	EFT	EFT-00187948	3/16/2023	2,443.50	Better Air Northwest, LLC	
Supplier Payment	EFT	EFT-00189779	3/23/2023	5,757.95	ConvergeOne Inc	
Supplier Payment	EFT	EFT-00189780	3/23/2023	55,345.91	Halbert Construction Services LLC	
Supplier Payment	EFT	EFT-00189781	3/23/2023	4,778.40	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00189782	3/23/2023	5,161.25	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	EFT	EFT-00189783	3/23/2023	2,498.20	Accurate Investigation Services	
Supplier Payment	EFT	EFT-00189784	3/23/2023	20,275.00	Pink Lemonade Project	
Supplier Payment	EFT	EFT-00189785	3/23/2023	1,168.00	Lasko Printing Specialties Inc	
Supplier Payment	EFT	EFT-00189786	3/23/2023	95.00	T2 Systems Inc - Remit-To: T2- Atlanta	
Supplier Payment	EFT	EFT-00189787	3/23/2023	2,443.50	Apex Hood Cleaning	
Supplier Payment	EFT	EFT-00189788	3/23/2023	4,703.67	Linguaiva Interpreters Inc	
Supplier Payment	EFT	EFT-00189789	3/23/2023	2,133.80	Canopy Wellbeing	
Supplier Payment	EFT	EFT-00189790	3/23/2023	578.88	Pitney Bowes Inc	
Supplier Payment	EFT	EFT-00189791	3/23/2023	3,785.93	Eagle Newspaper Inc	
Supplier Payment	EFT	EFT-00189792	3/23/2023	10,448.41	Evoqua Water Technologies LLC	
Supplier Payment	EFT	EFT-00189793	3/23/2023	67,929.30	Consolidated Electrical Distribution	
Supplier Payment	EFT	EFT-00189794	3/23/2023	324.00	Purple Communications Inc	
Supplier Payment	EFT	EFT-00189795	3/23/2023	9,350.00	Cascadia Partners LLC	
Supplier Payment	EFT	EFT-00189796	3/23/2023	270,361.82	Rotschy Inc	
Supplier Payment	EFT	EFT-00189797	3/24/2023	15,134.23	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00189798	3/24/2023	12,111.69	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00189799	3/24/2023	23,708.00	IAFF Local #452	
Supplier Payment	EFT	EFT-00189800	3/24/2023	950.40	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00189801	3/24/2023	131.22	Legal Shield	
			EFT	1,396,846.56		
Supplier Payment	Manual Wire		3/7/2023	298.06	Allegiance Benefit Plan Management Inc - Remit- To: COBRA	
Supplier Payment	Manual Wire		3/8/2023	228.66	Keybank National Association	
Supplier Payment	Manual Wire		3/13/2023	23,273.50	Washington Dental Service	

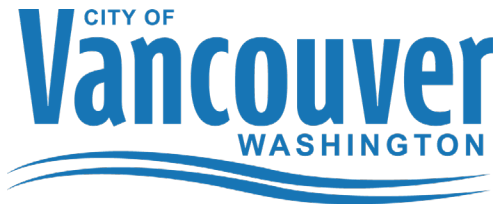
INVOICE PAYMENTS REPORT

Supplier Payment	Manual Wire		3/13/2023	148,108.78	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		3/13/2023	1,027,757.01	Internal Revenue Service	
Supplier Payment	Manual Wire		3/14/2023	10.00	City of Portland Revenue Division	
Supplier Payment	Manual Wire		3/14/2023	34,858.04	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire		3/14/2023	12,837.63	Bank Of America N.A. - Remit-To: Charlotte NC	
Procurement Card Payment	Manual Wire		3/14/2023	770,675.50	CoV JPM Procurement Card	
Supplier Payment	Manual Wire		3/15/2023	160.55	Bank Of America N.A. - Remit-To: Account Analysis	
Supplier Payment	Manual Wire		3/16/2023	2,682.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle	
Supplier Payment	Manual Wire		3/17/2023	53,173.98	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		3/20/2023	196,152.79	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		3/20/2023	89,875.95	Reliastar Life Insurance Co	
Supplier Payment	Manual Wire		3/20/2023	17,759.20	Washington Dental Service	
Supplier Payment	Manual Wire		3/20/2023	55,302.67	Paymentus Corporation	
Supplier Payment	Manual Wire		3/20/2023	4,295.16	Superior, LLC	
Supplier Payment	Manual Wire		3/23/2023	6,247.34	Washington Dental Service	
Supplier Payment	Manual Wire		3/23/2023	374,153.16	Kaiser Permanente - Remit To: Kaiser Permanente	
Supplier Payment	Manual Wire		3/23/2023	281,861.39	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Manual Wire		3/24/2023	75,891.38	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		3/24/2023	7,975.14	ICMA 401A	
Supplier Payment	Manual Wire		3/24/2023	761.50	Oregon SDU	
Supplier Payment	Manual Wire		3/24/2023	1,192.18	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire		3/24/2023	19,100.00	Washington State Firefighters	
Supplier Payment	Manual Wire		3/24/2023	272,105.03	ICMA Corp	
Supplier Payment	Manual Wire		3/24/2023	5,078.81	Washington SDU	
Supplier Payment	Manual Wire		3/24/2023	24,186.44	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		3/24/2023	75,324.15	State of Washington Department of Retirement System (PERS)	
			Manual Wire	3,581,326.00		
			Checks	1,889,171.21		
			Direct Deposit	16,501.14		
			EFT	1,396,846.56		
			3/20/2023	1,674.63	City Payments	Posted 03-13-23 to 03-19-23
			3/27/2023	17,404.38	City Payments	Posted 03-20-23 to 03-26-23
			Hansen Total	19,079.01		
			3/20/2023	1,747.00	Miscellaneous	Parks Class Refunds FCC 03-13-23 to 03-19-23
			3/20/2023	951.43	Miscellaneous	Parks Class Refunds MCC 03-13-23 to 03-19-23
			3/27/2023	3,031.00	Miscellaneous	Parks Class Refunds FCC 03-20-23 to 03-26-23
			3/27/2023	1,113.00	Miscellaneous	Parks Class Refunds MCC 03-20-23 to 03-26-23
			VISA Total	6,842.43		
			Payroll Total	3,669,436.10		
			GRAND TOTAL	10,579,202.45		

City of Vancouver
Payroll Council Report
March 13, 2023 - March 26, 2023

Check No.	Date	Explanation	Amount
1092 - 1121	03/24/23	March 24th Payroll	\$ 11,875.94
187949 - 189742	03/24/23	March 24th Direct Deposits	\$ 3,657,560.16

\$ 3,669,436.10



MEMORANDUM

DATE: April 3, 2023

TO: Mayor McEnery-Ogle; Vancouver City Council

CC: Eric Holmes, City Manager

FROM: Samantha Whitley, Economic Prosperity and Housing

RE: **DOCUMENT RECORDING FEES (DRF)**

OVERVIEW

There are three document recording surcharges for affordable housing and homelessness assistance implemented by Washington State. The original House Bill 2060 "Affordable Housing for all Surcharge" is established by RCW 36.22.178 and House Bills 1359 and 2163, "Local Housing and Assistance" surcharges implemented by RCW 36.22.179. All of these fees are collected locally by the County Auditor when real estate transactions are recorded. Approximately 60% of these fees are retained locally for very low-income housing, shelters, or homeless services. Approximately 40% of these fees are passed to the State and returned to local governments through Consolidated Homelessness Grant (CHG) agreements. The Washington State Department of Commerce oversees CHG (established by RCW 143.85C). CHG has several funding sources, including state general fund and a portion of Document Recording Fees (DRF). Local governments with Homeless Plans are eligible to receive this funding to use for Homeless Crisis Response System related services.

These fees constitute the majority of state and local funding available for homeless housing and are currently administered by Clark County through the Community Action Advisory Board.

Document Recording Fee Comparison	
HB2060	HB1359/HB2163
• Established by RCW 36.22.178 • "Affordable Housing For All" surcharge • About 1/5 of DRF • Requires Interlocal between County and Cities* • Allowable uses: Brick-and mortar, Rent vouchers, Emergency Shelter Ops. • No mechanism to claim own portion independent from Interlocal	• Established by RCW 36.22.179 • "Local Housing and Assistance" surcharge • Majority of DRF • NOT covered by Interlocal • Goes to local governments with Homeless Plans • Allowable uses: Operate the local Homeless Plan • Cities can claim their portion by passing a Resolution "asserting responsibility for homeless housing within its own borders" and adopting their own Homeless Plan

*Battle Ground, Camas, La Center, Ridgefield, Washougal, Woodland and Town of Yacolt are currently in an Interlocal Agreement with Clark County that expires in 2026. Vancouver changed the end date on their Interlocal Agreement and it expired in 2020.

USES

Clark County conducts a Request for Proposal process for this funding every three years. Funding recommendations are made by the Community Action Advisory Board (CAAB). The CAAB is a tripartite board as prescribed by the Community Services Block Grant Act, and includes 1/3 elected officials, 1/3 low-income representatives and 1/3 community representatives. To ensure representation throughout Clark County, the board is comprised of one member of each category from each of the designated county council districts. The board also makes available "At Large" positions for individuals or groups who consider their interests underrepresented on the board. The City of Vancouver currently has two representatives on the CAAB (Councilor Perez and Jamie Spinelli).

Current services funded by DRF comprise the full spectrum of homelessness and housing services and serve people throughout Clark County.

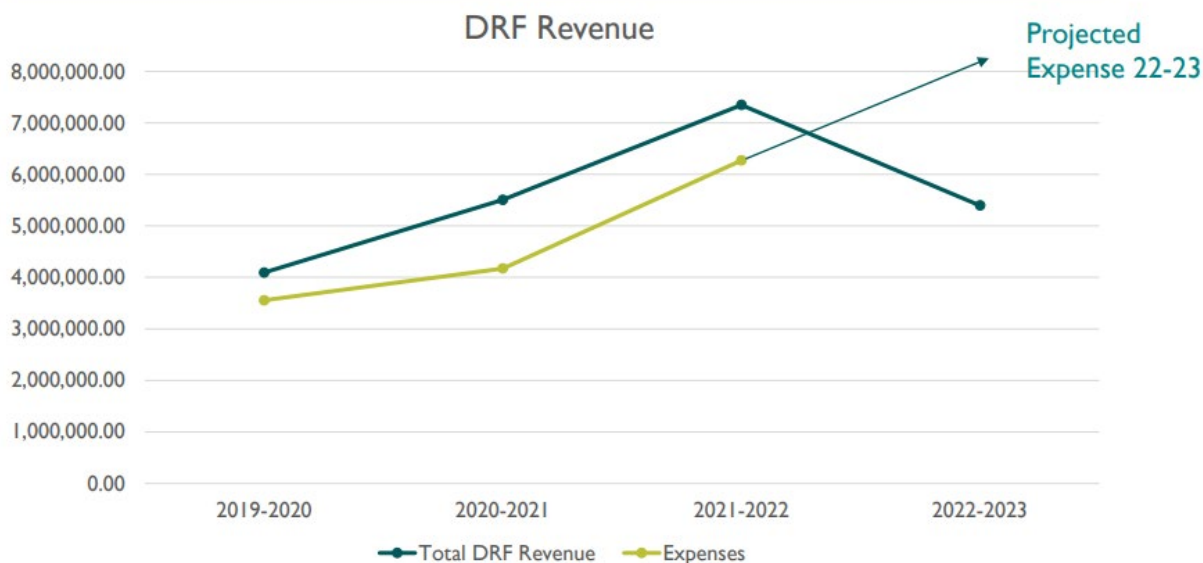
Service Type	Document Recording Fee	CHG
Street Outreach	\$243,255	\$60,000
Emergency Shelter	\$2,636,503	\$54,500
Prevention Rental Assistance	\$1,286,628	
Transitional Housing	\$37,390	
Rapid Rehousing Rental Assistance	\$327,184	\$234,672
Permanent Supportive Housing	\$516,840	\$440,000
Other Supportive Services	\$98,106	
Data Collection and Planning	\$807,597	\$119,186
<i>*2021-2022 figures</i>		

Agency	Program	City of Vancouver Zip Codes	Vancouver Zip (unincorporated)	Other Clark County Zip	Outside Clark County Zip	No Last Perm Zip Provided	Total
CFTH	Coordinated Assessment	501	644	204	565	575	2,489
SeaMar	SOAR	20	11	7	8	17	63
Share	Rent Well	29	38	5	8	10	90
CFTH	Coordinated Outreach	121	62	24	62	81	350
Share	Outreach Expansion	138	85	19	78	83	403
CCS	Bertha's and Bertha's Too	117	56	20	59	28	280
CFTH	Motel Vouchers	475	249	90	213	449	1,476
Janus Youth	Ascend Motel Vouchers	4	0	0	5	3	12
Janus Youth	Oak Bridge	15	16	14	33	3	81
Janus Youth	Perch	7	5	3	6	15	36
Share	Shelters	184	91	13	85	109	482
Share	WHAT	38	5	6	13	6	68
CFTH	Diversion	160	120	16	1	58	355
Janus Youth	Bridges	3	6	0	0	6	15
Second Step	Rental Assistance	7	5	1	4	2	19
Impact NW	Rapid Rehousing	6	7	7	2	1	23
Share	HEN	72	41	17	34	17	181
Share	Rapid Rehousing	12	5	5	4	1	27
Impact NW	PSH	0	10	5	0	0	15
Lifeline	PSH	7	4	1	0	0	12
Share	Lincoln Place	20	6	0	6	1	33
Share	PSH	24	16	1	12	0	53
Total (not unduplicated)		1,960	1,482	458	1,198	1,465	6,563
Percentage		30%	23%	7%	18%	22%	

CURRENT SITUATION

Document Recording Fees rise and fall with real estate demand. When there are frequent home sales and refinancing activity, fee collection increases. As interest rates rise and the housing market slows, DRF revenue drops. Because Clark County awards DRF funding every 3 years, the amount of funding committed versus the amount of funding collected doesn't always align. Currently, Clark County anticipates a \$5 million dollar shortfall over the next two years. If the legislature does not backfill this funding, county staff plan to request \$5 million in County ARPA funding to backfill the DRF revenue loss.

Homeless Expenses follow DRF revenue, a year delayed



HOW CAN A CITY PARTICIPATE MORE AND INCREASE ITS HOMELESS SERVICE RESPONSIBILITY?

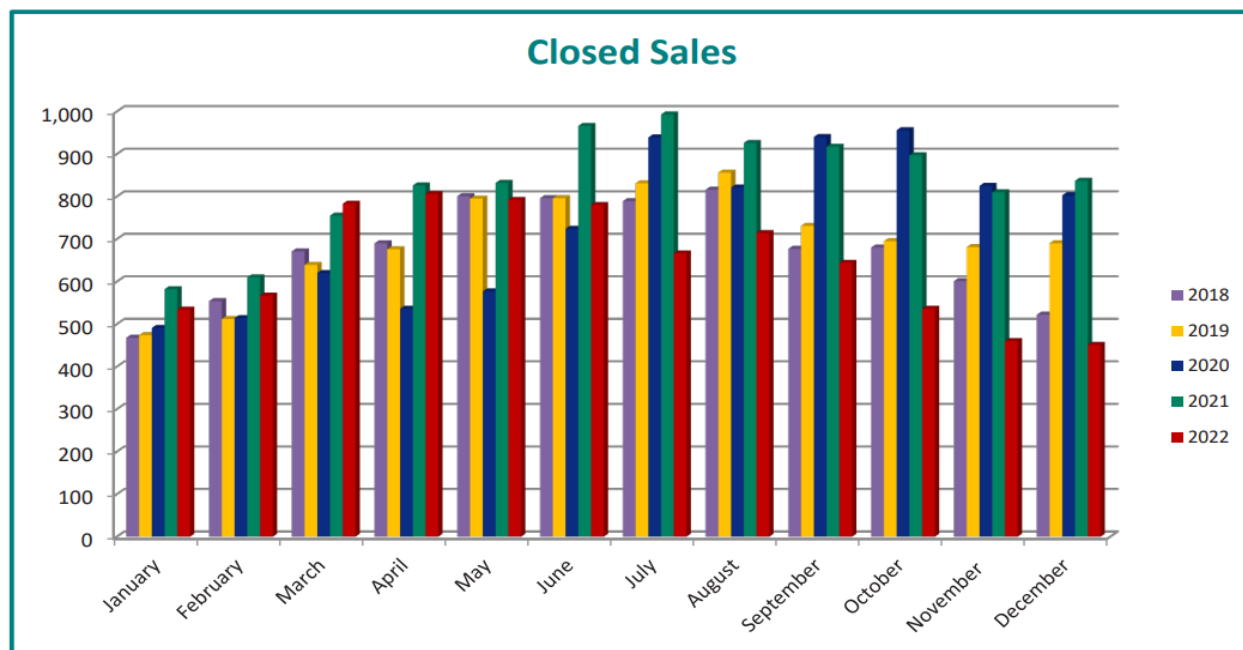
While Clark County has been managing these funds and services for nearly 20 years, legislation does allow other local governments to claim their portion of HB2163 and 1359 DRF. Under RCW 43.185C.080, Vancouver, or any city, may pass and transmit a Resolution to the county asserting responsibility for homeless housing within its borders and stating its intention and commitment to operate a separate homeless housing program.

If a city chooses to do this, it will receive a percentage of the surcharge assessed under RCW 36.22.179 equal to the percentage of its local portion of the real estate excise tax (REET) collected. A participating city may also then apply separately for homeless housing program grants. A city choosing to operate a separate homeless housing program is responsible for complying with all of the same requirements as counties and must adopt a local homeless housing plan with the same requirements as county plans.

From a practical standpoint, it should be noted that both Vancouver and Clark County work with the same service providers and that such service providers have a history of close collaboration through the Coalition of Service Providers. Service providers strive to create and maintain close coordination of resources and a focused strategic direction. It is possible that separate homeless plans, creating separate funding processes, requiring separate reporting, and being subject to separate – but parallel – program monitoring requirements may be viewed as inefficient use of limited public funding.

HOW MUCH COULD THE CITY RECEIVE?

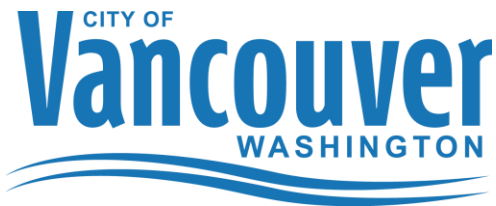
Based on Real Estate Excise Tax (REET) percentages, the City of Vancouver would receive approximately 34% of the 1359 and 2163 funding. Depending on the real estate market, this could result in annual funding in the range of \$1 to \$2 million per year. For 2022, an extremely active real estate market, the City calculated that it would have received approximately \$1.8 million. A snapshot of closed home sales illustrates the market variation that over the past 5 years in Clark County:



**Graph from Clark County Association of Realtors.*

OTHER WAYS FOR CITIES TO GET INVOLVED WITH HOMELESS PLANNING AND SERVICES

1. **The Community Action Advisory Board:** The CAAB generally has a hard time filling board vacancies, especially the 1/3 of seats reserved for elected officials. There are currently two vacant positions on the board. The CAAB meets every other month so it is a relatively minor time commitment in exchange for extensive information members receive about homelessness and anti-poverty programs, including best practices, service provider programming, community needs, and reporting on revenue, expenses, and program outcomes. CAAB members also receive regular state and federal legislative updates and notices for opportunities for advocacy around homelessness and supportive services.
2. **Community Needs Assessment and Homeless Action Planning:** Another opportunity to strengthen homelessness response through community coordination is by participating in the Community Needs Assessment and/or development of the Homeless Action Plan. These documents are updated regularly on a 3 and 5-year cycle, respectively. Extensive outreach, data compilation, research, partner consultation, and community conversations (particularly with people who have lived experience) informs these plans and assessments to guide funding decisions and policy and program strategies.
3. **The Coalition of Service Providers:** Chaired by the Council for the Homeless, this Coalition serves as the Continuum of Care for homeless services. It is a countywide consortium of nonprofit agencies, businesses, community groups, faith communities, and government agencies, as well as people who are experiencing homelessness and those who are formerly homeless. It is a strategic planning body coordinating homeless services and allows service providers to apply jointly for funding from HUD. The Coalition meets regularly to discuss issues related to homelessness, best practices and opportunities for collaboration. Members receive training, work to progress homeless plan initiatives, discuss advocacy and increase the trauma-informed nature of services. Meetings are open to the public and new members may join at any time.



MEMORANDUM

DATE: March 27, 2023

TO: Mayor and City Council

CC: Eric Holmes, City Manager
Lisa Brandl, Deputy City Manager

FROM: Geraldene Moyle, Director, General Services Department

RE: **Adoption of 2022 Clark Regional Natural Hazard Mitigation Plan, Volume 1 Planning Area-Wide Elements and Volume 2 Planning Partner Annexes including the City of Vancouver Jurisdictional Annex**

BACKGROUND

In 2016 a coalition of local government agencies and special purpose districts developed the Clark Regional Natural Hazard Mitigation Plan (NHMP) to address natural hazards that threaten our region and programs that minimize their impact. The joint effort promotes consistent mitigation measures and planning coordination. The NHMP consists of two sections: [Volume 1](#) describes county-wide natural hazard risks and mitigation actions, and [Volume 2](#) contains a separate annex for each local government and special purpose district in Clark County.

The City of Vancouver Annex provides a comprehensive overview of the most prevalent hazards, risks, vulnerabilities, and estimates of potential damage impact. As is true with most other Clark County jurisdictions, Vancouver's top two hazard categories were identified as Severe Weather and Earthquake. Flood, Landslide, Dam Failure, Volcano, Wildfire and Drought categories were all ranked low in terms of risk to Vancouver. The 2016 Vancouver Annex listed 34 action items to reduce or eliminate losses from natural hazards.

There have been numerous changes since the Council approved the 2016 Regional NHMP and the plan needs to be updated for continued use as a planning reference by participating agencies. In mid-2022 the NHMP planning coalition reconvened to update the regional plan. During the update, city staff determined that 17 of the 34 action items in the 2016 Vancouver Annex were completed. The remaining 17 actions have been carried-over in the updated plan along with five additional action items. The update process included a Public Comment period where there were no comments received and pre-approval of the proposed plan by the Federal Emergency Management Agency (FEMA).

Of the 22 action items in the proposed 2022 Vancouver Annex many are already being implemented such as major improvements in water system resiliency; replacement of aging fire stations and seismic upgrade of others; and consolidation of police headquarters to a facility with stronger structural integrity. Other key action items in the proposed 2022 plan include replacement of the public works operations center, update of our Continuity of Operations Plan, and integrating actions to mitigate climate change. The Vancouver Jurisdictional Annex, including the complete listing of action items (Table 7-10) for the City of Vancouver, can be found below.

NEXT STEPS

- **Council Review** – The plan is tentatively scheduled for Council review and adoption with a public hearing on April 17, 2023

- **Plan Implementation** – Following adoption the 2022 Regional NHMP will be used as an updated reference for mitigation actions to reduce or eliminate natural hazard impact. The plan will be reviewed annually to monitor action item implementation and to incorporate additional mitigation initiatives.

Staff:

Gene Juve, Emergency Manager

(360) 487-8603, gene.juve@cityofvancouver.us

Geraldene Moyle, Director, General Services Department

(360) 487-8633, geraldene.moyle@cityofVancouver.us

7. CITY OF VANCOUVER

7.1 HAZARD MITIGATION PLAN POINT OF CONTACT

Primary Point of Contact

Gene Juve, Emergency Manager
PO Box 1995
Vancouver, WA 98668-1995
Telephone: 360-487-8603
e-mail Address: gene.juve@cityofvancouver.us

Alternate Point of Contact

Geraldene Moyle, General Services Director
PO Box 1995
Vancouver, WA 98668-1995
Telephone: 360-487-8633
e-mail Address: geraldene.moyle@cityofvancouver.us

7.2 JURISDICTION PROFILE

The following is a summary of key information about the jurisdiction and its history:

- Date of Incorporation—January 23, 1857
- 2021 Population—190,915
- Population Growth—Future growth through 2035 for Clark County as a whole is projected by OFM to most likely average approximately 1.3 percent per year. The City of Vancouver has proportionately less buildable land than Clark County and is anticipated to grow at a slightly slower annual pace on average, although future annexation may result in higher growth.
- Location and Description—The City of Vancouver is located on the Columbia River, the largest river in the Pacific Northwest. Located 106 miles upriver from the Pacific Ocean on the Columbia River, Vancouver is on the North shore across the river from Portland, OR. Vancouver is the largest city in southwest Washington and the gateway to the Columbia River Gorge National Scenic area. Vancouver has a robust port, thriving waterfront and community connection with the river through waterfront redevelopment, better public access and trails as well as parks and educational facilities that tie our past with our future and the Columbia River. Most properties adjacent to the border of Vancouver are within unincorporated Clark County; however, Vancouver shares much of its easternmost boundary with the City of Camas.
- Brief History—In 1825, Vancouver became headquarters for the Hudson’s Bay Company. For many years, Vancouver was the center of all fur trading in the Pacific Northwest due to its vital location on the Columbia River. Over the century, Vancouver steadily developed. In 1908, the first rail line reached Vancouver. During World War I, Vancouver was home to the world’s largest spruce cut-up mill. The mill made lumber for airplanes that helped win the war in Europe. During World War II, Vancouver’s Kaiser Shipyard built a variety of crafts that contributed greatly to America’s war effort.
- Climate—Vancouver enjoys mild weather with less average annual rainfall than Boston, Washington D.C. or Atlanta. Seasons are distinct. Summer temperatures generally climb into the low 80s. Winter nights rarely fall below 30 degrees Fahrenheit. Average annual rainfall is 42 inches and average annual snowfall is 3 inches.

- **Governing Body Format**—The City of Vancouver is managed by a Council/Manager form of government. The council has seven members including a mayor. The City Council has responsibility for adopting this plan; the City Manager oversees its implementation.
- **Development Trends**—Recent development in the City of Vancouver has consisted primarily of new multifamily housing, which is encouraged by a state development incentive that provides a reduction in property tax for both affordable and market rate housing. Office space development has picked up and the city has initiated several major development projects, including The Heights neighborhood center and the Fourth Plain international project. The city's premier development site of 32 acres of waterfront development is complete. Overall development is guided by the city's Comprehensive Plan, which provides the long-term vision and policy direction for managing the built and natural environment in Vancouver and providing necessary public facilities. The Land Use and Development Code contains use and development standards. The Plan and Code contain zoning maps which designate the general categories of uses (e.g. commercial, industrial, residential) that are allowed on individual properties citywide.

7.3 CAPABILITY ASSESSMENT

An assessment of legal and regulatory capabilities is presented in Table 7-1. An assessment of fiscal capabilities is presented in Table 7-2. An assessment of administrative and technical capabilities is presented in Table 7-3. Information on National Flood Insurance Program (NFIP) compliance is presented in Table 7-4. Classifications under various community mitigation programs are presented in Table 7-5. An assessment of education and outreach capabilities is presented in Table 7-6.

Table 7-1. Legal and Regulatory Capabilities

	Local Authority	Other Jurisdiction Authority	State Mandated
Building Code	Yes	No	Yes
Comment: The City's Building Codes are based on International Building Codes that are adopted by the state. City Building Code is codified at Vancouver Municipal Code (VMC), Title 17; The requirements and standards of this code are implemented and enforced by the Community Development Department. Following is the link to City adopted Building Codes: http://www.cityofvancouver.us/vmc?tid=331&throbber=1			
Zoning Code	Yes	No	Yes
Comment: The City controls land use and many development standards through its zoning code. This is codified at VMC Title 20 and is referred to as the City's Land Use and Development Code. The requirements and standards of this code are implemented and enforced by the Community Development Department. See http://www.cityofvancouver.us/vmc?tid=334&throbber=1			
Subdivisions	Yes	No	Yes
Comment: The City has approval authority over land divisions of property (short plats, subdivisions, binding site plans.) The procedures and standards that pertain to land divisions are located in VMC 20.320, in the City's Land Use and Development Code. See http://www.cityofvancouver.us/vmc?tid=334&throbber=1			
Stormwater Management	Yes	No	Yes
Comment: The City has approval authority over storm water management facilities. Under Clean Water Act regulations, local governments in Washington State and those subject to the federal National Pollutant Discharge Elimination System (NPDES) Storm Water Program are required to have stormwater management programs. As authorized by the Clean Water Act, the U.S. Environmental Protection Agency's NPDES permit program controls water pollution by regulating point sources that discharge pollutants into waters of the United States. The City's Storm Water regulations and standards are codified at VMC Title 14.			

	Local Authority	Other Jurisdiction Authority	State Mandated
Post-Disaster Recovery	Yes	No	No
Comment: The City participated as a primary stakeholder in the development of the Regional Recovery Framework (RDPO 2019) which includes city planning checklists and a framework outline focused on the seven Recovery Support Functions (RSF). Regional Recovery Framework FullPlan.pdf - Google Drive			
Real Estate Disclosure	Yes	No	Yes
Comment: There are several ordinances in Vancouver that require disclosure to a renter or buyer of property, including: VMC Title 8 (Public Peace and Safety): 1) residential rental agreement requirements; 2) rental agreement that waives tenant's remedies is prohibited; 3) additional affirmative defense created for renters; and VMC Title 20 (Land Use and Development): a) notice on title required for residential projects located in a Noise Impact Combining District; b) Plat note required for nearby surface mining operations; c) City may require applicant to complete SEPA public notice requirements. See http://www.cityofvancouver.us/vmc?tid=334&throbber=1			
Growth Management	Yes	No	Yes
Comment: The City's Comprehensive Plan and associated ordinances are in compliance with state GMA law Policy EN-11 states that the City will "(manage development in geologically hazardous areas and floodplains to protect public safety."			
Site Plan Review	Yes	No	No
Comment: The City requires site plan review approval of most commercial, industrial and multi-family projects prior to issuance of a building permit, per VMC 20.270. The procedural requirements and development standards that are applied to site plan reviews are implemented and enforced by the Community Development Department. See http://www.cityofvancouver.us/vmc?tid=334&throbber=1			
Environmental Protection	Yes	No	Yes
Comment: The City has authority to review environmental impacts under the State Environmental Policy Act (SEPA) of any development project not otherwise exempted from SEPA review. The City has adopted the maximum thresholds in state law for triggering SEPA review, which are codified at VMC 20.790. The following ordinances protect the natural environment: Shoreline Management Ordinance, VMC 20.760; Critical Areas Ordinance, VMC 20.740 (includes wetlands, critical habitat, floodplains, and geo-hazard areas); and Tree Conservation Ordinance, VMC 20.770. These laws are implemented and enforced by the Community Development Department. See http://www.cityofvancouver.us/vmc?tid=334&throbber=1 . Additionally, the Water Resources Protection Ordinance (VMC 14.26) sets minimum standards that help protect critical aquifers underlying the entire city, establishes greater standards of compliance for businesses and industries that manage hazardous materials, and creates Special Protection Areas around the City's water stations as an additional safeguard.			
Flood Damage Prevention	Yes	No	Yes
Comment: The City reviews developments in the flood plain under its local floodplain ordinance, which is a part of the Critical Areas Ordinance, VMC 20.740. This ordinance is implemented and enforced by the Community Development Department. See http://www.cityofvancouver.us/vmc?tid=334&throbber=1			
Emergency Management	Yes	No	Yes
Comment: The City of Vancouver has an Emergency Manager and is a participant in the 2018 Clark County Comprehensive Emergency Management Plan http://cresa911.org/emergency-management/response-plans/			
Climate Change	No	No	No
Comment: The City is currently developing a comprehensive Climate Action Plan with aggressive policies and benchmarks designed to achieve zero carbon emissions by 2040. Target date for adoption is 4 th Quarter 2022. The Natural Hazard Mitigation Plan is concurrently going through a revision process to ensure climate change impact is appropriately reflected in the Hazard Identification and Risk assessment process.			
General or Comprehensive Plan	Yes	No	Yes
Is the plan equipped to provide linkage to this mitigation plan?			
Comment: The City's Comprehensive Plan is undergoing a major revision/update which will include linkage with the Climate Action Plan and Natural Hazard Mitigation Plan. The Comprehensive Plan includes the following elements: land use, housing, capital facilities, utilities, and transportation.			

	Local Authority	Other Jurisdiction Authority	State Mandated
Capital Improvement Plan	Yes	No	Yes
<i>What types of capital facilities does the plan address? Streets, water, sewer, storm water, parks</i>			
<i>How often is the plan updated? Every six years. Current CIP runs through 2026</i>			
Comment: <i>The City has detailed adopted capital improvement plans for all public facilities.</i>			
Floodplain or Watershed Plan	Yes	Yes	No
Comment:			
Stormwater Plan	Yes	Yes	Yes
Comment: <i>Vancouver's Surface Water Management Program is the core administration for coordinating activities required by the federal Clean Water Act and the City's Phase II National Pollution Discharge Elimination System (NPDES) Permit for Western Washington, issued by the WA Department of Ecology. The City's stormwater ordinances and related codes comply with the City's NPDES permit. The City's general permit requirements supplement and clarify the Western Washington Stormwater Manual to provide guidance for local conditions. The City's 2021 Stormwater Management Plan is at www.cityofvancouver.us/sites/default/files/fileattachments/public_works/page/1125/vancouver - 2021_swmp_final.pdf</i>			
Habitat Conservation Plan	Yes	No	No
Comment: <i>The City has wetland and habitat ordinances in place which protect critical areas from development, and regulations that protect endangered species from development in its Fish and Wildlife Conservation Area ordinance, at VMC 20.740.110 http://www.cityofvancouver.us/vmc/7380/20740110-fish-and-wildlife-habitat-conservation-areas?throbber=1</i>			
Economic Development Plan	Yes	No	Yes – dependent on funding
Comment: <i>The City has adopted the County's Economic Development Plan, dated September 2011, the current edition of the plan.)</i> http://static1.squarespace.com/static/53fcd546e4b09b99036a0e5f/t/54b31812e4b034ff307c51fb/1421023250596/FINAL_Clark+County+ED+Plan+9_2011.pdf			
Shoreline Management Plan	Yes	No	Yes
Comment: <i>The City has a locally-adopted Shoreline Management Plan and ordinance (VMC 20.760) which regulates uses in the shoreline environment. The Shoreline Management Plan, adopted in 1975 and updated in 2012, is implemented and enforced by the Community Development Department.</i>			
Community Wildfire Protection Plan	YES	No	No
Comment: <i>The Fire Department has developed and published a Wildfire Action Plan instructing residents on establishing Defensive Space Zones, planning specific actions as the wildfire threat approaches, and evacuation/survival tips and tools.</i>			
Forest Management Plan	No	No	No
Comment: <i>The City has an Urban Forest Management Plan (2007), as well as a tree conservation ordinance that contains regulations and best practices regarding the protection of trees and criteria for removal of trees. This ordinance is codified at VMC 20.770 and is implemented and enforced by the Urban Forester (Public Works Department) and the Community Development Department. Urban Forest Management Plan is at http://www.cityofvancouver.us/sites/default/files/fileattachments/public_works/page/1389/ufmp_fina-web.pdf</i>			
Climate Action Plan	Yes	No	No
Comment: <i>The City has a DRAFT Climate Action Plan projected for Council approval in 4th Quarter, 2022.</i>			
Other	Yes	N/A	N/A
Comment: <i>The Regional Disaster Debris Management Plan was completed in December 2018 after a year of planning and close coordination among regional partners. The City of Vancouver Annex outlines a strategy for managing disaster debris operations and assigns critical response roles and responsibilities. It also provides a timeline of activities based on normal, pre-event, response, and recovery time periods; and includes extensive pre-event messaging and implementing documents. Potential Debris Collection Sites have been identified and surveyed.</i>			

	Local Authority	Other Jurisdiction Authority	State Mandated
Comprehensive Emergency Management Plan	Yes	Yes	Yes
Comment: Vancouver is a participant in the 2018 Clark County Comprehensive Emergency Management Plan. http://cresa911.org/emergency-management/response-plans/			
Threat & Hazard Identification & Risk Assessment	Yes	Yes	No
Comment: Clark County Hazards Identification Vulnerability Analysis- 2011; Document is maintained by CRESA			
Post-Disaster Recovery Plan	Yes	No	No
Comment: The City participated as a primary stakeholder in the development of the Regional Recovery Framework (RDPO 2019) which includes city planning checklists and a framework outline focused on the seven Recovery Support Functions (RSF). Regional Recovery Framework FullPlan.pdf - Google Drive			
Continuity of Operations Plan	Yes	No	No
Comment: The City has a citywide COOP which is scheduled for update in 4 th Quarter, 2022			
Public Health Plan	No	Yes	No
Comment: Region IV Public Health Emergency Response Plan – December 2013. Clark County Public Health is the lead agency and the plan is being revised to incorporate lessons-learned during the COVID-19 pandemic.			

Table 7-2. Fiscal Capability

Financial Resources	Accessible or Eligible to Use?
Community Development Block Grants	Yes, in qualifying Census Tracts
Capital Improvements Project Funding	Yes
Authority to Levy Taxes for Specific Purposes	Yes
User Fees for Water, Sewer, Gas or Electric Service	City charges fees for water and sewer service; and such funds would be restricted to utility-related purposes
Incur Debt through General Obligation Bonds	Yes
Incur Debt through Special Tax Bonds	Yes
Incur Debt through Private Activity Bonds	Unlikely
Withhold Public Expenditures in Hazard-Prone Areas	Yes, we could if City Council adopts this policy
State-Sponsored Grant Programs	Unknown
Development Impact Fees for Homebuyers or Developers	Yes: May only be used for specific purpose (e.g. Parks, Transportation, Schools, etc.)
City General Fund	Yes, upon specific budget approval by City Council
City Building Fund	Yes, but may only be used for building code/safety – related studies

Table 7-3. Administrative and Technical Capability

Staff/Personnel Resources	Available?	Department/Agency/Position
Planners or engineers with knowledge of land development and land management practices	Yes	Community Development/Public Works/Planning Official/City Engineer
Engineers or professionals trained in building or infrastructure construction practices	Yes	Community Development/Public Works/Building Official/City Engineer

Staff/Personnel Resources	Available?	Department/Agency/Position
Planners or engineers with an understanding of natural hazards	Yes	Community Development/Planning Official
Staff with training in benefit/cost analysis	Yes	Finance Department/Budget Manager
Surveyors	Yes	Public Works/City Surveyor
Staff capable of making substantial damage estimates	No	Not available on-staff
Personnel skilled or trained in GIS applications	Yes	Public Works/Engineering Tech
Scientist familiar with natural hazards in local area	No	No on-staff scientists
Emergency manager	Yes	City Manager's Office
Grant writers	Yes	Public Works/CD/Transportation Planner or Surface Water Analyst

Table 7-4. National Flood Insurance Program Compliance

Criteria	Response
When did the community enter the NFIP?	08/17/81
When did the Flood Insurance Rate maps become effective?	09/05/2012
What local department is responsible for floodplain management?	Community Development
Who is your floodplain administrator? (department/position)	Community Development/Land Use Official
Is this a primary or auxiliary role?	Primary
Are any certified floodplain managers on staff in your jurisdiction?	No
What is the date of adoption of your flood damage prevention ordinance?	8/20/2012
Does your floodplain management program meet or exceed minimum requirements?	Meet
If so, in what ways?	N/A
When was the most recent Community Assistance Visit or Community Assistance Contact?	6/20/2020
Does your jurisdiction have any outstanding NFIP compliance violations that need to be addressed?	Yes
If so, please state what they are.	Case No: 19-10-0377A: Structure built with lowest floor below the based flood elevation; In process of resolution
Do your flood hazard maps adequately address the flood risk within your jurisdiction?	Yes
If no, please state why.	
Does your floodplain management staff need any assistance or training to support its floodplain management program?	Yes
If so, what type of assistance/training is needed?	Refresher course on any new changes to flood plain management best practices is needed
Does your jurisdiction participate in the Community Rating System (CRS)?	No
If so, is your jurisdiction seeking to improve its CRS Classification?	
If not, is your jurisdiction interested in joining the CRS program?	Yes
How many Flood Insurance policies are in force in your jurisdiction?	401
What is the insurance in force?	\$120,901,200
What is the premium in force?	\$332,621
How many total loss claims have been filed in your jurisdiction?	12

Criteria	Response
How many claims were closed without payment/are still open?	6
What were the total payments for losses?	\$113,938

Table 7-5. Community Classifications

	Participating?	Classification	Date Classified
Community Rating System	No	N/A	N/A
Building Code Effectiveness Grading Schedule	Yes	3	2019
Public Protection	No	N/A	Date
Storm Ready	No	N/A	N/A
Firewise	No	N/A	N/A

Table 7-6. Education and Outreach

Criteria	Response
Do you have a Public Information Officer or Communications Office?	Yes, Laura Shepard (City Communications Director)
Do you have personnel skilled or trained in website development?	Yes, Brian Bates (Web Manager)
Do you have hazard mitigation information available on your website?	No; website currently undergoing revision
If yes, please briefly describe.	
Do you utilize social media for hazard mitigation education and outreach?	Yes
If yes, please briefly describe.	Vancouver uses Twitter and Facebook as well as the regional Clark Regional Emergency Alert system to alert the public to potential hazard risks.
Do you have any citizen boards or commissions that address issues related to hazard mitigation?	No
If yes, please briefly specify.	
Do you have any other programs already in place that could be used to communicate hazard-related information?	Yes
If yes, please briefly describe.	Neighborhood Association/Liaison program, local cable TV, city website, public information app
Do you have any established warning systems for hazard events?	
If yes, please briefly describe.	Reverse 911 and “FlashNews” and we have the ability to push out messages using email (EMMA) distribution lists for various departments. Clark Regional Emergency Alert system. The new MyVancouver app also has the potential to allow push messages for those who have signed up, as does the Solid Waste RecycleRight app. Vancouver also participates in the Regional Disaster Preparedness Organization (http://www.portlandoregon.gov/rdpo/) for Portland UASI Region.

7.4 INTEGRATION WITH OTHER PLANNING INITIATIVES

The following describe the jurisdiction’s process for integrating the hazard mitigation plan into local planning mechanisms.

7.4.1 Existing Integration

The following plans and programs currently integrate the goals, risk assessment and/or recommendations of the hazard mitigation plan:

- City Strategic Plan (2016-2021) at <http://www.cityofvancouver.us/sites/default/files/2016StrategicPlan/index.html> which includes Objective 1.2 (infrastructure), Objective 2.1 (Police, Fire, Emergency – seismic upgrades), and Objective 2.2 (emergency management). (2022 version drafted/pending City Council adoption.)
- City Critical Areas Ordinance (includes regulations for Fish and Habitat Conservation Areas, Frequently Flooded Areas and Geologic Hazard Areas) codified at VMC 20.740
- City Shoreline Management Plan and Ordinance, codified by reference at VMC 20.760. <http://www.cityofvancouver.us/vmc/7384/20760010-purpose?throbber=1>
- City Water System Comprehensive Plan
- City Transportation Improvement Plan
- City General Sewer Plan

7.4.2 Opportunities for Future Integration

The following plans and programs do not currently integrate the goals, risk assessment and/or recommendations of the hazard mitigation plan, but provide an opportunity for future integration:

- City Strategic Plan (2022-2027) <http://www.cityofvancouver.us/sites/default/files/2016StrategicPlan/index.html>
- City Comprehensive Plan could provide more specific references to the Hazard Mitigation Plan goals, risk assessment and recommendations
- County Regional Disaster Recovery Plan
- City Climate Action Plan (currently in the final stages of development/adoption)

7.5 JURISDICTION-SPECIFIC NATURAL HAZARD EVENT HISTORY

Table 7-7 lists all past occurrences of natural hazards within the jurisdiction.

Table 7-7. Natural Hazard Event History

Type of Event	FEMA Disaster # (if applicable)	Date	Preliminary Damage Assessment
Severe Heat Wave	N/A	6/26-28 2021	N/A
Windstorm	N/A	12/11/2014	N/A
Severe Winter Storm	1825	3/2/2009	N/A
Snow Event	N/A	12/19-26/2008	N/A
Severe Winter Storm	1682	2/14/2007	N/A
Severe Storm, Flooding	1671	12/12/2006	N/A
Severe Winter Storm	N/A	1/6-9/2004	\$160,000 in public sector debris management
Hail, Severe Storm	N/A	6/27/2001	N/A
Earthquake (Nisqually Quake Magnitude 6.8)	1361	2/28/2001	N/A
Severe Winter Storm, Flooding	1159	1/17/1991	N/A

Flood	1100	2/9/1996	\$29M; Damage to 120 businesses and 82 residences
Severe Storm(s)	1079	1/3/1996	N/A
Earthquake (Spring Break Quake Magnitude 5.6)	N/A	3/25/1993	N/A
Wind	N/A	1/10/1988	N/A
Wind	N/A	12/24/1983	N/A
Volcanic Eruption	623	5/21/1980	N/A
Flood	545	12/10/1977	N/A
Hail, Wind	N/A	5/1/1976	N/A
Tornado	N/A	4/5/1972	\$28.3M

7.6 JURISDICTION-SPECIFIC VULNERABILITIES

Repetitive loss records are as follows:

- Number of FEMA-identified Repetitive-Loss Properties: 0
- Number of FEMA-identified Severe-Repetitive-Loss Properties: 0
- Number of Repetitive-Loss Properties or Severe-Repetitive-Loss Properties that have been mitigated: 0

Other noted vulnerabilities include:

- City-Owned Facilities – The resilience of city facilities has been significantly enhanced. The city recently passed a special fire levy that will continue to upgrade our response resiliency. \$60 million will be invested in replacement of Fire Station 3 and Fire Station 6, and fund seismic improvements for Stations 4,5 and 8. Fire Station 11 is in the design phase and will be built to meet seismic facility standards. The new Police Headquarters on Chkalov Drive is undergoing renovation to meet seismic standards for emergency facilities. The city has identified the site of our new Public Works Operations Center with seismic resiliency as a focal point of facility design and operation. When completed, the Center will house our Emergency Operations Center. City Hall, less than 15 years old, is seismic sturdy, with recent expansion of emergency generator capability and upgrades to the air filtration system. A few city buildings are located in the flood plain or in areas susceptible to liquefaction.
- Water System -- Eighty percent of the city's water distribution system consists of ductile iron pipe, which reduces water losses, and is more resilient to failure in an earthquake, the greatest natural hazard we face. Both the distribution and production systems of the City's water supply, including treatment and storage facilities, are being made less susceptible to damage from a major earthquake impact. The city recently completed major upgrades to seismic resiliency at Station #1 with new twin reservoirs plus a tower reservoir. Site security improvements included moving communication lines underground and advanced cybersecurity measures. Our Water System Comprehensive Plan continues to guide our capital improvement efforts (i.e. the city recently broke ground at Water Station #5 to replace an existing seismically deficient reservoir with two new storage reservoirs) to increase the resiliency of our water system to natural hazards. The City is also in the design stage to replace an existing reservoir and elevated tank at Water Station #3.
- On-Site Septic Systems – The City still has a number of homes in areas of the community that are still utilizing septic systems. Most have public sanitary sewer directly available to the property. These systems may be more susceptible to failure as the result of an earthquake, liquefaction, or landslides.

- **Sewer System** – The system which includes sewer lines, interceptors, lift stations and treatment plants as well as a sludge incinerator are potentially vulnerable to impacts of earthquakes and liquefaction, landslides and floods. Power disruption resulting from these events or hazards also has the potential to disrupt normal functions.
- **Transportation System** - The City has a number of structures, including bridges and retaining walls that might be damaged or compromised by earthquakes, landslides, flooding or heavy volcanic ash fall. In many cases responsibility for inspecting the soundness of these assets falls on partners or contractors (county, state, consultants) who might be involved in work for others during a major event. Some areas of the community experience occasional shallow flooding which limits the flow of traffic and/or may temporarily isolate access to some areas of the community during periods of localized or Columbia River flooding. Similarly, travel may be impacted or routes need to be closed as a result of snow, storm debris or other weather events; landslides; or hazardous material spills. During short-term or ongoing power grid outages the City's signal lights and streetlights will not function and this will likely limit traffic flow.
- **Surface Water System** -- There are a number of areas in the community that experience seasonal, shallow urban flooding during prolonged periods of high precipitation. This can impact mobility as well as threaten life and property. Drainage and/or infiltration structures and pipes may become blocked by excess water, debris, sediment, landslides, or volcanic ash. Hazardous material spills may move off-site and contaminate downstream locations if not properly managed.
- **Disaster Debris Planning** – The Regional Disaster Debris Management Plan was completed in December 2018 after a year of planning and close coordination among regional partners. The City of Vancouver Annex outlines a strategy for managing disaster debris operations and assigns critical response roles and responsibilities. It also provides a timeline of activities based on normal, pre-event, response, and recovery time periods; and includes extensive pre-event messaging and implementing documents. Potential Debris Collection Sites have been identified and surveyed.

7.7 HAZARD RISK RANKING

Table 7-8 presents the ranking of the hazards of concern.

Rank	Hazard Type	Risk Rating Score (Probability x Impact)	Category
1	Severe Weather	33	High
2	Earthquake	32	High
3	Flood	9	Low
4	Wildfire	6	Low
5	Landslide	4	Low
6	Volcano	3	Low
7	Dam Failure	3	Low
8	Drought	0	Low

7.8 STATUS OF PREVIOUS PLAN INITIATIVES

Table 7-9 summarizes the initiatives that were recommended in the previous version of the hazard mitigation plan and their implementation status at the time this revision was prepared.

Table 7-9. Status of Previous Plan Initiatives

Action Item	Completed	Carry Over to Plan Update	Removed
Join FEMA's Community Rating System (CRS)			X
<i>Comment: Vancouver is not a participant in the CRS program.</i>			
Create Four PSA Videos to educate the public about disaster preparedness.	X		
Comment: CVTV created four video spots that played on our cable stations and were shared on social media. Titles, date created, and links: 1) Great Shake Out 10-9-2020 https://youtu.be/3blCWnu9v0c ; 2) STOP, DROP & (rock)'n ROLL! 1-14-2020 https://youtu.be/OSH6BJlr_C4 ; 3) Flood Insurance 4-29-2019 https://youtu.be/9HlVv51jKgU ; and 4) Defensible Space 2-15-19 https://youtu.be/HYgOpu0ReQw			
Join WASafe, a state program through the Department of Health that provides expert assistance through its team of Safety Assessment Facility Evaluators which can be deployed to evaluate structural safety of buildings	X		
<i>Comment: Vancouver's Assistant Building Official represents the City in WASafe.</i>			
Implement Low Impact Development Standards for Buildings, Streets, Parking Lots, Storm Water Management Facilities, etc.		X	
<i>Comment: This is an ongoing process Action Item VC-1 in Table 1-9</i>			
Replace Fire Station #2	X		
Replace Fire Station #1	X		
Implement Seismic Retrofit Recommendations of Water Storage Seismic Evaluation		X	
Comment: As distribution pipes are replaced, zinc coated ductile iron is used as a standard throughout the water system. All newly installed pipes located in areas designated as highly liquefiable soils and all water mains 12-inches and greater in size are fully restrained. The City recently replaced three seismically deficient water storage tanks and completed seismic upgrades to three additional water storage tanks. A current construction project will replace an additional tank with two new resilient water storage tanks. A capital improvement plan has been developed that includes strategies for replacing two additional inadequate tanks. The City has been installing emergency generators at multiple sites and currently has the capacity to provide the average day demand water use on back-up power. The City has completed a vulnerability assessment, a water shortage response plan, and an emergency response plan for the water system. Additionally, the system has been built in redundancy and capabilities within the distribution system to direct water where it is needed if one part of the system is compromised. Action Item VC-2 in Table 1-9			
Continue Incentive Program for Eliminating Private Septic Systems.		X	
Comment: For the areas that are currently un-sewered, the City has an ongoing capital improvement plan that will continue to install public sanitary sewer collection services in areas where that has not been available. As part of the Capital program the City offers an incentive to connect and financing to encourage residents to connect and decommission existing septic systems. Action Item VC-3 in Table 1-9			
Implement Recommended Priority Improvements from Citywide Sewer System Study.		X	

Comment: A completed Engineering study included an evaluation of condition and vulnerabilities of large diameter pipes in the sewer system (interceptors). The study provided a prioritization of upgrades and repairs to extend the life of pipes and reduce risks of adverse events. The evaluations included consideration of sensitive locations (waterways, soils, population areas, etc.). The City is working through this list of capital projects to address the required upgrades. In another project, the City and its consultant are preparing design plans to upgrade the mothballed sewage pump station, Burnt Bridge Creek Pump Station, to provide flexibility in directing sewage to Vancouver's two wastewater treatment plants, and to alleviate flow through the Burnt Bridge Creek Interceptor, especially during heavy rain events, which currently places the interceptor at risk for sewage overflows. Lastly, in 2018 the City constructed a bypass mitigation system for sewage entering the headworks of Westside Wastewater Treatment Plant. The operations contract for the treatment plants incorporates emergency planning and response activities and preparedness for those assets. Backup power is provided for the treatment plants as well as key lift stations. **Action Item VC-4 in Table 1-9**

Address Areas of Localized Street Flooding and Ensure Bridges are Inspected by Partner Agencies.

X

Comment: The City has a Transportation Improvement Plan and newly authorized dedicated funding that supports our capability to maintain and upgrade the entire transportation and this will address some of the noted vulnerabilities. We work with partners to provide annual bridge inspections and the City's Operations Center and Surface Water Engineering teams coordinate to address known areas of seasonal urban flooding. Operations Center crews are fully prepared to respond to non-catastrophic levels of nature caused hazard events and emergency access priority clearance arterials (for example to access hospitals and schools, etc.) have been pre-identified to be prioritized in response efforts.

Prioritize Surface Water System Improvements that Decrease Vulnerabilities.

X

Comment: Public Works provides ongoing maintenance of the City's surface water infrastructure and Engineering uses a Capital Improvements Program to prioritize and undertake projects that improve system function. **Action Item VC-5 in Table 1-9**

Finalize and Adopt Regional Debris Management Plan.

X

Comment: The Regional Disaster Debris Management Plan was completed in December 2018 after a year of planning and close coordination among regional partners. The City of Vancouver Annex outlines a strategy for managing disaster debris operations and assigns critical response roles and responsibilities. It also provides a timeline of activities based on normal, pre-event, response, and recovery time periods; and includes extensive pre-event messaging and implementing documents. Potential Debris Collection Sites have been identified and surveyed.

Replace City Operations Center located at 4711 NE Fourth Plain Blvd.

X

Comment: The City has acquired property on NE 94th Avenue, north of Padden Parkway, and will begin design of a replacement Operations Center (to occur within 5-6 years) to meet current codes and seismic standards. The existing operations center will either be repurposed or demolished. **Action Item VC-6 in Table 1-9**

Consolidate Vancouver Police Headquarters (currently located at 605 E Evergreen Blvd) from aging, vulnerable building to newer, seismic compliant Chkalov Building, located at 521 SE Chkalov Drive. Repurpose current Headquarters building for non-emergency related use.

X

Comment: This is a destination/location change to a more suitable and resilient alternate facility. **Action Item VC-7 in Table 1-9**

Evaluate and Prioritize Properties in Extreme Hazard Areas for Future Buy-out

X

Comment: This is an ongoing process. **Action Item VC-8 in Table 1-9**

Develop a Plan and Agreement to Increase Elevation of Units within Lakeside Mobile Estates. Work with property owner on a plan and schedule for raising or removing mobile homes that are located in the 100-year floodplain, and identification of possible grant funding that can assist in the costs of such enhancements.		X	
<i>Comment: This is an ongoing process pending a funding source. Action Item VC-9 in Table 1-9</i>			
Require the retrofitting of older, vulnerable or critical structures located on NEHRP 'E' and 'F' soils. This would only apply when substantial alterations or additions are proposed to such structures and will be applied at the time a building permit is reviewed.		X	
<i>Comment: This is an ongoing process. Action Item VC-10 in Table 1-9</i>			
Encourage non-structural retrofitting where appropriate in the City, given scope of project and intended use of building.		X	
<i>Comment: This is an ongoing process. Action Item VC-11 in Table 1-9</i>			
Retrofit hazardous material containment areas.	X		
<i>Comment: The HAZMAT containment areas have been retrofitted.</i>			
Encourage non-structural retrofitting of hazardous materials containment through the establishment of a program to encourage structural retro-fitting of hazardous materials containment during City of Vancouver Fire Marshal operational permit inspections.		X	
<i>Comment: This is an ongoing process. Action Item VC-12 in Table 1-9</i>			
Develop an automated method to notify the public of events during a disaster.	X		
<i>Comment: CRESA has developed, tested and implemented the Clark Regional Emergency Alert system... available to all jurisdictions.</i>			
Determine critical government functions and establish redundancy for these functions Action Item VC-13 in Table 1-9		X	
<i>Comment: The City's Continuity of Operations (COOP) Plan is scheduled for revision in the 4th Quarter of 2022.</i>			
Continue to maintain good standing and compliance under the National Flood Insurance Program (NFIP). This will be accomplished through the implementation of floodplain management programs that will, at a minimum, meet the requirements of the NFIP: - Enforcement of the flood damage prevention ordinance - Participate in floodplain identification and mapping updates - Provide public assistance/information on floodplain requirements and impacts.		X	
<i>Comment: This is an ongoing process. Action Item VC-14 in Table 1-9</i>			

Tailor and Adopt a Model Post-Disaster Recovery Ordinance for Vancouver	X		
<i>Comment: The City participated in development of the Regional Recovery Framework Plan which is focused on the six FEMA Recovery Support Functions (RSFs) and used to tailor our disaster-specific recovery process.</i>			
Require the construction of earthquake-resilient structures through application of Building Codes as applicable	X		
<i>Comment: Incorporated into standard review/permitting procedures</i>			
Support development of integrated County storm water basin-wide plans	X		
<i>Comment: The City supports the county effort through annual coordination and collaboration.</i>			
Promote development outside of the floodplain.		X	
<i>Comment: This includes responding to any directive from a recent court case that will make development in floodplains much more restrictive due to ESA-related concerns. Puget Sound is under this order currently (Phase 1) and the rest of the state including Vancouver is under Phase 2, which is not yet in effect but anticipated in the next several years. This is an ongoing process. Action Item VC-15 in Table 1-9</i>			
Conduct pre-earthquake assessments for critical and essential facilities and develop a risk-reduction strategy		X	
<i>Comment: This is an ongoing process. Action Item VC-16 in Table 1-9</i>			
Integrate the hazard mitigation plan into other plans, programs, ordinances, codes and databases that dictate land use decisions, unified development, comprehensive planning, critical areas ordinances, stormwater etc. within the community.		X	
<i>Comment: This is an ongoing process. Action Item VC-17 in Table 1-9</i>			
Ensure emergency vehicle access to all residents to allow effective response and recovery from disaster events.	X		
<i>Comment: Fire, Police and Public Works have recently completed a review and update of Emergency Transportation Routes (ETRs), as well as alternative routing options to avoid known hazard-vulnerable streets.</i>			
Develop priority routes throughout the City and improve these routes to a higher standard.	X		
<i>Comment: In addition to the ETRs mentioned above, Public Works reviews and updates street conditions during their annual Transportation Improvement Plan review and project prioritization.</i>			
Ensure appropriate equipment is available during events.	X		
<i>Comment: Fire, Police and Public Works annually review their equipment capabilities and take appropriate action to ensure sufficient resources are available for anticipated needs.</i>			

Where appropriate, support retro-fitting, relocation or acquisition from willing property owners of structures located in hazard prone areas to protect structures from future damage, with repetitive and severe repetitive loss as a priority. Seek opportunities to leverage partnerships within the planning area in these pursuits.		X	
<i>Comment: This is an ongoing process. Action Item VC-18 in Table 1-9</i>			
Target development and preparedness efforts of Tier II hazardous material facilities.		X	
<i>Comment: This is an ongoing process. Action Item VC-19 in Table 1-9</i>			

7.9 HAZARD MITIGATION ACTION PLAN AND EVALUATION OF RECOMMENDED ACTIONS

Table 7-10 lists the actions that make up the City of Vancouver hazard mitigation action plan. Table 7-11 identifies the priority for each action. Table 7-12 summarizes the mitigation actions by hazard of concern and the six mitigation types.

Key to Acronyms:

CDD Community Development Department
 CMO City Manager's Office
 EPH Economic Prosperity and Housing Department
 FEMA Federal Emergency Management Agency
 VPD Vancouver Police Department

Table 7-10. Hazard Mitigation Action Plan Matrix

Applies to new or existing assets	Hazards Mitigated	Objectives Met	Lead Agency	Estimated Cost	Sources of Funding	Timeline
VC-1— Implement Low Impact Development Standards for Buildings, Streets, Parking Lots, Storm Water Management Facilities, etc.						
New	Flood, Severe Storms	2, 4, 6, 7, 11, 12	CDD/Public Works*	Medium	Staff Time, General Fund	Short-term
VC-2— Implement Seismic Retrofit Recommendations of Water Storage Seismic Evaluation.						
Existing	All Hazards	2, 4	CDD	None	Capital Budget	Short-term
VC-3— Continue Incentive Program for Eliminating Private Septic Systems.						
Existing	Earthquake, Flood, Landslide	5, 7, 11	Public Works	Medium	Capital Budget	On-going
VC-4— Implement Recommended Priority Improvements from Citywide Sewer System Study.						
New	Earthquake	2, 5, 9, 10, 12	Public Works	High	Budget Surplus	Short-term
VC-5— Prioritize Surface Water System Improvements that Decrease Vulnerabilities.						
Existing/New	Flood, Landslide	5, 8, 10, 12	Public Works	Medium	Capital Budget	Short-term

VC-6— Replace City Operations Center located at 4711 NE Fourth Plain Blvd.						
New	Earthquake	5, 9, 10	Public Works	High	Capital Budget	Long-term
VC-7— Consolidate Vancouver Police Headquarters						
Existing	Earthquake	5, 9, 10	VPD*/Public Works	High	Capital Budget	Long-term
VC-8— Evaluate and Prioritize Properties in Extreme Hazard Areas for Future Buy-out						
Existing	Flood, Landslide	2, 9, 12	CDD	Medium	General Fund, HMGP, PDM, FMA	Short-term
VC-9— Develop a Plan and Agreement to Increase Elevation of Units within Lakeside Mobile Estates. Work with property owner on a plan and schedule for raising or removing mobile homes that are located in the 100-year floodplain, and identification of possible grant funding that can assist in the costs of such enhancements.						
Existing	Flood	2, 9, 12	CDD	Medium	Staff Time, General Fund	Short-term
VC-10— Require the retrofitting of older, vulnerable or critical structures located on NEHRP 'E' and 'F' soils. This would only apply when substantial alterations or additions are proposed to such structures and will be applied at the time a building permit is reviewed.						
Existing	Earthquake	2, 4, 5	CDD	Low (cost to City)	Staff Time, Building Fund	On-going
VC-11— Encourage non-structural retrofitting where appropriate in the City, given scope of project and intended use of building.						
Existing	Earthquake	2, 4, 5	CDD	Low (cost to City)	Staff Time, Building Fund	On-going
VC-12— Encourage non-structural retrofitting of hazardous materials containment through the establishment of a program to encourage structural retro-fitting of hazardous materials containment during City of Vancouver Fire Marshal operational permit inspections.						
Existing	Fire, Flood	2, 4, 5	Fire	Low	Operating	On-going
VC-13— Determine critical government functions and establish redundancy for these functions.						
Existing	All Hazards	1, 4, 8	CMO/Emergency Management	Low	Staff Time, General Fund	Short-term
VC-14—Continue to maintain good standing and compliance under the National Flood Insurance Program (NFIP). This will be accomplished through the implementation of floodplain management programs that will, at a minimum, meet the requirements of the NFIP						
New/Existing	Flood	1, 4, 5, 9	CDD*/Public Works	Low	Staff Time	On-going
VC-15— Promote development outside of the floodplain. This includes responding to any directive from a recent court case that will make development in floodplains much more restrictive due to ESA-related concerns. Puget Sound is under this order currently (Phase 1) and the rest of the state including Vancouver is under Phase 2, which is not yet in effect but anticipated in the next several years.						
New	Flood	2, 4, 5, 7, 10, 11	CDD	Low	Staff Time, General Fund	On-going

VC-16— Conduct pre-earthquake assessments for critical and essential facilities and develop a risk-reduction strategy

Existing	Earthquake	4, 5, 10, 12	CDD	High	Building Fund	Long-term
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VC-17— Integrate the hazard mitigation plan into other plans, programs, ordinances , codes and databases that reflect land use decisions, unified development, comprehensive planning, critical areas ordinances, stormwater etc. within the community.

New and Existing	All Hazards	1, 2, 4, 6	CDD	Low	Staff Time, General Funds	Long-term
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VC-18— Where appropriate, support retro-fitting, relocation or acquisition from willing property owners of structures located in hazard prone areas to protect structures from future damage, with repetitive and severe repetitive loss as a priority. Seek opportunities to leverage partnerships within the planning area in these pursuits.

Existing	All Hazards	4, 5, 7, 9, 10	CDD	High	HMGP, PDM, FMA, CDBG-DR	Short-term
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VC-19—Build/relocate Fire Stations #3 and #6 to be better positioned to respond to emergencies and also to meet current seismic codes.

Existing	All Hazards	4,5,8,9,10, 12	Fire*/Public Works/CDD	High	Special Levy	Short-term
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VC-20—Upgrade Fire Stations #4, #5, and #8 to meet earthquake resilience standards.

Existing	Earthquake	4,5,8,9,10, 12	Fire*/Public Works/CDD	High	Budgeted Capital Improvements	Short-term
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VC-21—Complete construction of new Fire Station #11 in order to be better positioned to respond to emergencies and also to meet current seismic codes.

Existing	All Hazards	4,5,8,9,10, 12	Fire*/Public Works/CDD	High	Special Levy	Short-term
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VC-22—Incorporate Climate Action Plan natural hazard mitigation actions into the NHMP.

Existing	All Hazards	4,5,8,9,10, 12	CMO/EPH	Low	Staff Time	Short-term
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Table 7-11. Mitigation Strategy Priority Schedule

Action #	# of Objectives Met	Benefits	Costs	Do Benefits Equal or Exceed Costs?	Is Project Grant-Eligible?	Can Project Be Funded Under Existing Programs/ Budgets?	Implementation Priority ^a	Grant Priority ^a
VC-1	6	High	Medium	Yes	Maybe	No	High	Medium
VC-2	5	High	High	Yes	No	Yes	Medium	Low
VC-3	3	High	Medium	Yes	No	Yes	High	Low
VC-4	5	High	High	Yes	No	Yes	Medium	Low
VC-5	4	Medium	Medium	Yes	Maybe	No	Medium	Medium
VC-6	3	High	High	Yes	No	No	Medium	Low

Action #	# of Objectives Met	Benefits	Costs	Do Benefits Equal or Exceed Costs?	Is Project Grant-Eligible?	Can Project Be Funded Under Existing Programs/Budgets?	Implementation Priority ^a	Grant Priority ^a
VC-7	3	High	High	Yes	No	Yes	Medium	Low
VC-8	3	Medium	Medium	Yes	Maybe	No	Medium	Medium
VC-9	3	Low	Medium	Yes	Maybe	No	Low	Medium
VC-10	3	High	Low	Yes	No	Yes	High	Low
VC-11	3	High	Low	Yes	No	Yes	High	Low
VC-12	3	Medium	Low	Yes	Maybe	Yes	High	Medium
VC-13	3	High	Medium	Yes	No	No	Medium	Low
VC-14	4	Medium	Low	Yes	No	Yes	High	Low
VC-15	5	High	Low	Yes	No	Yes	High	Low
VC-16	4	High	High	Yes	Maybe	No	Medium	Medium
VC-17	4	High	Medium	Yes	No	No	High	Low
VC-18	5	High	High	Yes	Yes	Maybe	Medium	High
VC-19	6	High	High	Yes	No	No	High	Low
VC-20	6	High	High	Yes	No	Yes	High	Low
VC-21	6	High	Low	Yes	No	No	High	Low
VC-22	6	Medium	Low	Yes	Maybe	Yes	High	Medium

Table 7-12. Analysis of Mitigation Actions

Hazard Type	Action Addressing Hazard, by Mitigation Type ^a					
	1. Prevention	2. Property Protection	3. Public Education and Awareness	4. Natural Resource Protection	5. Emergency Services	6. Structural Projects
Dam Failure	VC-15, VC-18	VC-15, VC-18, VC-19, VC-20, VC-21	VC-17	VC-22	VC-13	
Drought	VC-2			VC-22		
Earthquake	VC-16, VC-14	VC-3, VC-10, VC-11, VC-16, VC-17, VC-18, VC-19, VC-20, VC-21	VC-16, VC-17		VC-7, VC-13, VC-19, VC-20, VC-21	VC-2, VC-6, VC-10, VC-16, VC-19, VC-20, VC-21
Flood	VC-1, VC-5, VC-12, VC-15, VC-14, VC-18	VC-3, VC-5, VC-8, VC-9, VC-12, VC-15, VC-17, VC-18	VC-9, VC-17	VC-4, VC-12, VC-15, VC-22	VC-13	VC-2
Landslide	VC-1, VC-3, VC-5, VC-17, VC-18	VC-3, VC-5, VC-8, VC-17, VC-18	VC-17	VC-22	VC-13	VC-2
Severe Weather	VC-14	VC-17, VC-19, VC-20, VC-21		VC-4, VC-22	VC-13	VC-2, VC-4, VC-19, VC-20, VC-21
Volcano	VC-14	VC-17			VC-13	

Hazard Type	Action Addressing Hazard, by Mitigation Type ^a					
	1. Prevention	2. Property Protection	3. Public Education and Awareness	4. Natural Resource Protection	5. Emergency Services	6. Structural Projects
Wildfire	VC-14	VC-17		VC-19, VC-20, VC-21, VC-22	VC-13	VC-19, VC-20, VC-21