



CITY COUNCIL MEETING MINUTES

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

Anne McEnerny-Ogle, Mayor

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

February 28, 2022

Workshops

Workshops were conducted remotely over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS, or listen via the GoToMeeting conference call.

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

https://www.cvtv.org/vid_link/34303?startStreamAt=0&stopStreamAt=1969

4:00 - 4:40 pm Vancouver Fire Department Update

Brennan Blue, Vancouver Fire Chief, 360-487-7201

Summary

Staff led Council through an update with the Vancouver Fire Department and the newly approved Proposition No. 2, which included information on how the money will be used to decrease response times and provide more equity for all community members.

4:40 - 5:40 pm Executive Session Re: Labor Negotiations & Real Estate Acquisition

At 4:40 pm, Mayor McEnerny-Ogle announced the Council would be entering executive session to discuss Labor Negotiations and Real Estate Transaction for approximately one hour.

REGULAR COUNCIL MEETING

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

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

https://www.cvtv.org/vid_link/34305?startStreamAt=0&stopStreamAt=5081

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle. This meeting was conducted remotely over video conference.

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

Absent: None

Approval of Minutes

Minutes – February 7, 2022

Motion by Councilmember Stober, seconded by Councilmember Perez, and carried unanimously to approve the meeting minutes of February 7, 2022.

Community Communication (Items 1-12)

Mayor McEnerny-Ogle opened Community Communication and received the following testimony.

- Glen Yung, Vancouver, asked, regarding the building fee increases, whether the 6% increase had to do with the old index, and stated it is important to look at all the fees and keep better tabs on them.
- Kimberlee Elbon, La Center, Washington, expressed concerns about item 11 because she said she was excommunicated by Clark County libraries; she also stated she believes anything the Council approves is illegal under the ICLEI.

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

Consent Agenda (Items 1-12)

Council requested Items 2 and 5 be pulled for discussion.

Regarding Item 2, Councilmember Fox asked about the increase of \$1,700,000 to for purchasing of new traffic equipment and if the traffic light signal system can do more than what it is capable of doing now in terms of capturing vehicle crashes or other safety features.

Ryan Lopossa, Streets and Transportation Manager, explained that ahead of the pavement management program, the City conducts the curb ramp projects, and at signalized intersections, they also upgrade the signals to provide for the audio pedestrian signal feature. This allows people with vision disabilities to interact with the signal and safely cross. This is something the City has done for many years and has now come up against the contractual limit that allows continued purchases from the state contract for the items. Mr. Lopossa stated that currently, the operating system is limited in its abilities, but the Public Works department is looking at options to migrate to a new signal operating system to enable the City to utilize signals for more than just traffic lights. Mr. Lopossa stated staff is currently testing a new system. Council approval at a later date would be required to fund implementation of the system citywide

Regarding Item 5, Councilmember Perez noted Eileen Quiring O'Brian's name was still listed as the County signatory on Memorandum of Agreement (MOA), rather than Chair Karen Bowerman. City Manager, Eric Holmes, stated he did not

believe any action out of the Council would be necessary to make a change for the signatory from the County.

Motion by Councilmember Hansen, seconded by Councilmember Fox, and carried unanimously to approve the Consent Agenda.

1. Bid Award for the 49th St Water Main Replacement project, per Bid #22-04

Staff Report 022-22

Summary

This project will install approximately 5,400 linear feet of 10-inch ductile iron water main to replace brittle asbestos cement pipes and older steel pipes in Northeast 49th Street from Northeast 15th Avenue to Northeast Saint Johns Road. The existing pipes have a maintenance history which indicates they are in need of replacement. The new pipeline will improve the reliability of the water system and increase fire flow. This project will also install approximately 400 linear feet of 8-inch sanitary sewer in Northeast 49th Street to provide public sewer to an area with a failing septic system. Pavement restoration will be completed to restore the roadway where utility work occurs.

On January 25, 2022, the City received two bids for the subject project. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Advanced Excavating Specialists, LLC, Kelso, WA	\$1,625,888.78
Nutter Corporation, Vancouver, WA	\$1,739,193.16
<i>Engineer's Estimate</i>	<i>\$1,350,000.00</i>

There were fewer bids than expected and the bid amounts reflect current spikes in material and labor costs. Advanced Excavating Specialists, LLC of Kelso, Washington, is the lowest responsive and responsible bidder, and has successfully completed utility construction projects of this magnitude during the last three years.

Advanced Excavating Specialists, LLC acknowledges the City's requirement for Apprenticeship Utilization on this project and is anticipating meeting the 3% goal.

Request: On February 28, 2022, award a construction contract for the NE 49th St Water Main Replacement project to the lowest responsive and responsible bidder, Advanced Excavating Specialists, LLC of Kelso, Washington, at their bid price of \$1,625,888.78, which includes Washington State sales tax, and authorize the City Manager or designee to execute the same.

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

Motion approved the request.

2. Increase to the spending limit on contracts C-100204 and C-100804 to support the purchase of traffic system equipment under Washington State DES Contract # 04616

Staff Report 023-22

Summary

To maintain, operate, and replace existing traffic systems within the City, including traffic signal detection equipment and traffic signs, the City purchases materials through vendors that have contracts through Washington State (contract #04616 that started at the end of December 2016). Two of those vendors, Kar-Gor Inc. and Traffic Safety Supply Company, have reached the City's allowed purchasing limits and require Council approval and authorization for additional purchases over \$300,000 for the expected costs that will be incurred over the remaining life of the contract, which runs through January 31, 2023 but will likely be extended two (2) years to run through January 31, 2025.

The current model of detection cameras that the City uses will become obsolete over the next few years. These detection cameras are used to notify the traffic signals when vehicles are present. They are not used for issuing citations for red light running. With the installation of new traffic detection cameras and the replacement of old traffic detection cameras, the City will be purchasing a higher than normal amount of cameras over the next 3 to 4 years, and Kar-Gor is the only vendor on the State contract that supplies these traffic signal detection cameras. The City is also starting the process to upgrade to a new type of traffic signal controller. The existing traffic signal controllers are planned for replacement over the next few years, as well, and Kar-Gor is the only vendor that sells the traffic signal controller.

In addition to increasing the authorized spending amount, there is some urgency to the requested approval. As part of the City's 2021 pavement management

program, traffic detection will need to be replaced due to pavement repairs and curb ramps being constructed in advance of the full width street work. This will not allow the several signals to operate as intended, although will still operate safely, without the detection being replaced. To alleviate this issue, the City purchases video detection equipment from Kar-Gor, Inc. that is installed prior to the existing detection being removed, which alleviates this issue. There is a month to two month lead time in getting the materials from Kar-Gor, so materials need to be ordered soon to avoid impacts to the traveling public due to detection not being in place.

Request: Authorize and approve an increase of \$1,700,000 in procurement authority (\$2,000,000 total) from the contract with Kar-Gor, Inc. and an increase of \$450,000 (\$750,000 total) from the contract with Traffic Safety Supply Company, by way of Washington State DES contract #04616 for the purchase of traffic system materials and equipment.

Chris Christofferson, Traffic Engineer Manager, 360-487-7716

Motion approved the request.

3. Nikkei (formerly known as North Image) Neighborhood Park, construction acceptance and release of retainage bond

Staff Report 024-22

Summary

- Lee Contractors, LLC of Battle Ground, Washington has satisfactorily completed the subject improvements in accordance with the plans and specifications.
- The original construction contract bid amount was \$1,177,447.87. Change orders and quantity adjustments during construction increased the contract amount by 3.6% to \$1,220,339.85.
- This project had a minimum apprenticeship goal of 5% of the utilized labor hours for this project, which corresponded to 183 labor hours required. The contractor delivered a total of 45 apprenticeship labor hours for the project, yielding a percentage of approximately 1% of the total hours used. The contractor was assessed a penalty, that was deducted from their final payment, for the unmet apprenticeship labor hours in the amount of \$1,379.85.

Request: On February 28, 2022, accept the Nikkei Neighborhood Park project as constructed by Lee Contractors Inc. of Battle Ground, WA and authorize release of the retainage, subject to receipt of all documentation required by law.

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

Motion approved the request.

4. Collective Bargaining Agreement with the Office and Professional Employees International (OPEIU), Local 11, AFL-CIO

Staff Report 025-22

Summary

The labor agreement between the City and the Office and Professional Employees International (OPEIU), Local 11, AFL-CIO bargaining unit expired on December 31, 2021. The parties were able to work through a collaborative process and consensual decision making on many of the provisions for a new three-year agreement. The new labor agreement was recently ratified by the OPEIU members and is now being brought to Council for approval.

Request: Authorize the City Manager or his designee to ratify the January 1, 2022 to December 31, 2024 Collective Bargaining Agreement with the Office and Professional Employees International (OPEIU), Local 11, AFL-CIO, by executing the same.

Dean Perez, HR Deputy Director, 360-487-8406

Motion approved the request.

5. Adoption of the Memorandum of Agreement creating an Ending Community Homelessness Organization (ECHO) to address homelessness and the Charter for the Organization

Staff Report 026-22

Summary

Starting in 2021 representatives from Clark County and the City of Vancouver met monthly as the Joint Executive Group (JEG) to collaborate toward a shared agenda to address homelessness. The Group existed as a policy forum to

consider homelessness comprehensively and holistically with the goal of identifying possible gaps and opportunities for further coordination and investment.

There was clear agreement among the participants that Clark County is the appropriate lead agency with respect to addressing and reducing homelessness in our region, in accordance with state and federal guidelines, and the City of Vancouver will play a significant supportive partnering role to Clark County in regional efforts to address homelessness.

In the course of their work, the members of the JEG decided that additional voices would be useful to include in these conversations. The change in group name and membership is intended to reflect this change in approach.

Request: Adopt the Memorandum of Agreement creating the Ending Community Homelessness Organization and the Charter for the Organization.

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

Motion approved the request.

6. AHF Fruit Valley Award Transfer

Staff Report 027-22

Summary

On April 5, 2021, City Council approved an award of \$700,000 from the Affordable Housing Fund (AHF) to support Vancouver Housing Authority's (VHA) Fruit Valley Commons renovation project. This project is an existing 18-unit affordable housing development in Vancouver. Renovations will include plumbing and sewer line replacement and new exterior siding, roofing, trash enclosures, playscape, and landscaping.

In January 2022, VHA identified the need to transfer this project from the VHA to the Vancouver Affordable Housing Non-Profit (VAHN) due to a Housing and Urban Development (HUD) regulatory restriction on the property. The VAHN is an affiliated non-profit entity of the VHA.

Fruit Valley Commons was originally developed as Public Housing. The development later completed the Rental Assistance Demonstration (RAD)

process, a HUD tool for rehabilitating public housing that restructures the development from public housing to voucher-based units. This allows developments to access other forms of financing to support repairs and renovations, such as private financing and low-income housing tax credits (LIHTC).

Under the RAD regulation, HUD requires the property be transferred to a qualifying non-profit to release the HUD regulatory restriction on the property. To access the financing necessary to complete this project, VHA will be transferring Fruit Valley Commons to the VAHN. VHA has previously undergone this process with other former public housing developments.

As part of this transfer, VHA is requesting the original AHF award be transferred to VAHN which will be leveraged with private bank debt to fund the renovations. The property will continue to operate as affordable housing with project-based vouchers. No existing resident will be displaced as part of this transfer. The ownership transfer would happen at financial closing, which is expected to close in May 2022.

City staff has reviewed this request and recommends approval.

Request: Approve transferring the \$700,000 AHF award for the Fruit Valley Commons renovation project from VHA to VAHN.

Samantha Whitley, Housing Programs Manager, 360-487-7952

Motion approved the request.

7. The Heights District Tower Mall Redevelopment Area Public Infrastructure – First Forty Feet Professional Service Agreement - RFQ #31-21

Staff Report 028-22

Summary

- A Request for Qualifications (RFQ) for The Heights District infrastructure design was issued in July 2021. After a competitive review and selection process, First Forty Feet (FFF) was selected as the most qualified respondent in October 2021.

- City staff across a range of departments worked with FFF to refine the scope of work to match both the requirements of the District Plan and work necessary to design the infrastructure for a geographic area of this scale and complexity.
- The final scope of work included in this contract builds upon the previous work in the District Plan to confirm the location and layout of all public infrastructure elements and complete 30% design for all infrastructure elements, including roundabouts, traffic signals, primary and internal road alignments, public and private utilities, and a public plaza and park.
- Through this scope of work, FFF will provide recommendations on phasing of development in the District and the necessary infrastructure investments to support the initial phases of private development. FFF will also provide information on capital funding opportunities to fund investments in the District.
- This scope of work will result in 30% design of all public infrastructure elements. Further design of these elements will be necessary once development phasing is determined.

Implementation of The Heights District Plan has moved forward on other fronts, including completion of Heights Mixed Use (HX) zoning district and urban design guidelines, updates to District street standards, and the demolition of the Tower Mall, which will be complete by the end of March 2022.

Request: Authorize the City Manager or designee to execute a Professional Service Agreement with First Forty Feet of Portland, Oregon for total contract amount \$2,072,250.

Patrick Quinton, Economic Development Director, 360-487-7845

Motion approved the request.

8. Amendments to VMC 2, 6, 9, 15, and 19, to update the Parking Code to reflect recent changes to recognized holidays and update all code sections to use current best practice for institutional language related to disability

Staff Report 029-22

AN ORDINANCE relating to the update of City recognized holidays, the

enforcement of parking regulations, and updating outdated language in the Vancouver Municipal Code referring to persons with disabilities; providing for savings, severability and an effective date.

Summary

Council recently amended VMC 2.40.020 to include Juneteenth as a City holiday. As a result of the recent amendment, the parking code (VMC 19) needs to be updated to reflect the changes. Instead of adding “Juneteenth” to the list of holidays, the amendments proposed would replace individually named holidays with “City recognized holidays.” This is consistent with other VMC’s. Parking meters would still list the specific holidays, including Juneteenth, so that customers are aware that no payment is required.

The second aspect to the changes proposed is a change in terminology. The term “disabled parking” is outdated and the current best practice for institutional language related to disability is to use people first language. Therefore, it is proposed that “disabled” be replaced with “people with disabilities” in our municipal code where appropriate.

Request: On Monday, February 28, 2022, approve ordinance on first reading, setting date of second reading and public hearing for Monday, March 7, 2022.

Steve Kaspan, Parking Manager 360 487-8658

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

Motion approved the request.

9. Approval of amendment to VMC 2.63.20 to establish consistency with other Boards and Commissions candidate review processes

Staff Report 030-22

AN ORDINANCE relating to the appointment of members to the Parking Advisory Committee; providing for savings, severability and an effective date.

Summary

VMC 2.63.20 directs the process of Parking Advisory Committee candidate review, and it is not consistent with how municipal code generally directs the process for reviewing candidates for other City Boards and Commissions. Further, this is not consistent with Council Policy 100-06 (Council

Appointment of Community Members to Boards, Commissions, Advisory Committees and Task Forces), nor is it consistent with current practice for this committee. Currently, the code calls for candidates to be appointed by the Mayor and confirmed by Council. The change requested clarifies and aligns appointments to this committee to be made by the City Council.

Request: On Monday, February 28, 2022, approve ordinance on first reading, setting date of second reading and public hearing for Monday, March 7, 2022.

Steve Kaspan, Parking Manager, 360-487-8658

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

Motion approved the request.

10. Appointment to the Transportation and Mobility Commission

Summary

The Transportation and Mobility Commission provides advice to Vancouver City Council, the City Manager and City staff on a variety of transportation and mobility-related projects, programs and policies. It also provides ongoing feedback and guidance on development of citywide transportation policy through the update of the City's Transportation System Plan.

The Council committees recently interviewed four candidates for one mid-term seat on the Transportation and Mobility Commission and recommends the appointment of Corey Grandstaff with a term beginning immediately and expiring October 6, 2023.

Request: Appoint Corey Grandstaff to the Transportation and Mobility Commission, term immediately and expiring October 6, 2023.

Council Committee 2

Motion approved the request.

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

Summary

The Fort Vancouver Regional Library Board is the governing body for the library district and oversees the library system, the service area of which includes the City of Woodland and Clark, Klickitat, and Skamania counties. The City of Vancouver has two representatives on the board.

Council Committee 1 considered five applicants for two mid-term positions and recommends Megan Dugan be nominated for the mid-term seat expiring December 31, 2023 and Kaitlin Dittmar be nominated for the mid-term seat expiring December 31, 2025. This recommendation will be forwarded to the Clark County Board of Commissioners, after which the appointment is contingent upon approval by the Clark, Klickitat and Skamania boards of commissioners.

Request: Nominate Megan Dugan for the mid-term seat expiring December 31, 2023 and nominate Kaitlin Dittmar for the mid-term seat expiring December 31, 2025.

Council Committee 1

Motion approved the request.

12. Approval of Claim Vouchers

Request: Approve claim vouchers for February 28, 2022.

Motion approved claim vouchers for February 28, 2022 in the amount of \$11,525,602.77.

Public Hearings (Items 13-14)

13. An Ordinance adding Section 3.08.100 to the Vancouver Municipal Code (“VMC”), amending other sections of the VMC to provide a uniform methodology for adjustment of certain City fees and charges pursuant to the consumer price index

AN ORDINANCE of the City of Vancouver relating to the annual adjustment of certain City fees and charges to reflect changes in the consumer price index; adopting legislative findings, adding Section 3.08.100 to the Vancouver Municipal Code to provide a uniform methodology for adjustment of certain City fees and charges pursuant to the consumer price index, effective in 2023; amending Sections 11.60.160, 14.04.090, 16.40.070, 17.08.130, 19.11.040, 20.180.050, and 20.915.050 of the Vancouver Municipal Code to incorporate by reference the methodology set forth in new Section 3.08.100; approving and ratifying adjustment of certain City fees and charges for 2022 to reflect changes in the Consumer Price Index for 2021, providing for severability; and setting an immediate effective date.

Summary

The VMC currently provides several differing and inconsistent methodologies for the annual adjustment of fees and charges to reflect changes in the consumer price index. In addition, the regional Consumer Price Index for the Portland-Salem, Oregon-Washington Metropolitan Area for Wage Earners and Clerical Workers (CPI-W) referenced in Sections 11.60.160 and 20.180.050 of the VMC no longer exists. Harmonizing these provisions will ensure consistent application of CPI adjustments in future years. Additionally, implanting the 2022 adjustments in a series of two steps (one in the first fiscal quarter, with a second increase in the third fiscal quarter) will afford City Staff time to communicate these changes to effected businesses.

Request: On Monday, February 28, 2022, subject to second reading and public hearing, approve the ordinance.

Natasha Ramras, Chief Financial Officer, 360-487-8484; Taylor Hallvik, Assistant City Attorney, 360-487-8500

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

Natasha Ramras, Chief Financial Officer, provided an overview of the proposed code amendments.

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

- Kimberlee Elbon, La Center, Washington, questioned the meaning of the word “severability” within the ordinance language and expressed concerns the City can then do anything they want; she stated she believes the word falls under the membership of the United Nations.

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

Councilmember Stober stated that the Portland Metro Area CPI has been gone for a couple of years. He asked whether staff had reached the end of all the places in the code that reference it. Ms. Ramras explained that the current ordinance tries to remedy this issue for every single place the text is mentioned.

Motion by Councilmember Stober, seconded by Councilmember Fox, and carried unanimously to approve Ordinance M-4363.

14. Evergreen and Grand Commercial Corridors Strategy

Staff Report 021-22

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; adopting the Evergreen and Grand Commercial Corridors Strategy document, intended to guide future zoning code text changes and other land use, community development and transportation implementation; providing for severability; and establishing an effective date.

Summary

Adopt Evergreen and Grand Commercial Corridors Strategy, a 46-page document with policy direction for properties located along lower Grand Boulevard and Evergreen Boulevard. The Strategy identifies three subdistricts, a Bus Rapid Transit (BRT) hub surrounding the intersection of Grand and Mill Plain Boulevards; a commercial and mixed-use corridor directly south alongside Grand Boulevard, and a residential and mixed-use corridor along Evergreen Boulevard. Specific land use policy direction is provided in the following areas:

- Mixed-use commercial and residential building requirements. The current standard requiring first floor non-residential uses is recommended to be maintained along Grand Boulevard, with additional flexibility recommended along Evergreen Boulevard and the BRT hub, to be determined at the implementation stage

- Building heights. The current 50 foot maximum is proposed to be modulated, increased heights up to five stories allowed on the west side of the BRT hub, four stories allowed on most of Grand and Evergreen Boulevards, and a three story limit on other portions of Evergreen.
- Minimum Parking. One space is proposed to be required per 1,000 feet of commercial floor area. No minimum is proposed for ground floor retail in mixed-use buildings. One space is proposed per residential dwelling unit.
- Active edges are required along street fronts.

A series of other high level regulatory and non-regulatory measures are proposed related to land use and transportation. See Attachment A.

Community outreach occurred through one in-person and three virtual community meetings, direct communications with individual stakeholders, the project website, surveys and communication through the City of Vancouver Be Heard page, City social media and newsletters, and direct mailings to residents, businesses and property owners in the area. Appendix A of the Strategy Document summarizes outreach, community input, and associated changes made in response.

A final virtual community workshop was held on October 21, 2022, at which participants expressed a desire for small scale commercial, retail, service-oriented neighborhood development, and traffic calming measures on Grand Boulevard. One person suggested creating a Grand-Gillis road couplet of two one-way streets. Concerns were also voiced about parking spillover into surrounding neighborhoods, and that mixed-use requirements along Evergreen should not be eliminated as proposed to no longer require first floor commercial uses. In response to the last concern about Evergreen Boulevard mixed-use development, staff subsequently adjusted the proposed Strategy to indicate that mixed-use requirements on Evergreen should be relaxed rather than eliminated, with details to be determined when implementing standards are developed in spring or summer 2022. No change to existing mixed-use requirements is recommended along the commercial core of the project area on Grand Boulevard.

Request: On Monday, February 28, 2022, subject to second reading and public hearing, approve the ordinance.

Bryan Snodgrass, Principal Planner, 360-487-7946

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

Bryan Snodgrass, Principal Planner, provided an overview of the proposed code amendments.

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

- Kimberlee Elbon, La Center, Washington, stated they feel the City should not pass anything under the membership of the ICLEI.
- Jeff Lovell, Vancouver, expressed concerns that the plan will eliminate 70% of the commercial zoning in the area, is curious how this reduction will help meet the desires for more shopping and dining, and asked why proposed height limitations had been reduced.

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

Councilmember Stober asked for staff to address the public comment regarding properties losing current zoning rights. Mr. Snodgrass explained that the new plan would not result in a loss of the right or changing of the zoning designations. It will still carry the current commercial zoning designations and many of the properties would still have their existing options and obligations under the mixed-use zoning. Property owners could still provide commercial space and have housing options too. To facilitate development and recognize some of the existing patterns, a different kind of mixed-use standard requirement would make more sense. Once staff is at the implementation stage of the plan, consideration of the first-floor space may be modified for larger sites to be required to keep it commercial.

Councilmember Stober expressed apprehension that Evergreen is the more appealing commercial corridor than Grand. Grand is a thoroughfare and the existing commercial there almost feels more suburban versus historic in nature. He asked if there is still potential to continue to have a certain amount of commercial zoning on Evergreen. Mr. Snodgrass explained there is still a good deal of commercial on Evergreen. The relaxed mixed-use standard could require larger parcels to have more commercial.

Because of the low visibility and less traffic that Evergreen has versus Grand, Councilmember Stober stated that he thinks Evergreen provides a special

character for a commercial district, and he thinks this is something to continue to consider for the city. As soon as this is published, there could be a loss of historic buildings and he wants to make sure that the City is getting something back for that loss.

In regards to the public comment regarding building height, Councilmember Fox stated the Council had previous discussions regarding taller buildings around that area on Grand. She asked whether there was a minimum height requirement to make sure developers take full advantage of the height. Mr. Snodgrass explained the property owners and developers were more focused on increasing the height. There will be different areas with varying maximum heights ranging from 35 feet to 60 feet.

Councilmember Fox asked if staff has been considering any incentives within the plan for allowing for additional heights above what is being proposed that the City is looking for inclusionary zoning areas. Mr. Snodgrass explained there is one regulatory recommendation to allow for taller buildings in return for expressed attainable workforce housing.

Councilmember Hansen expressed gratitude to Mr. Snodgrass and his team for their work on this project.

Motion by Councilmember Stober, seconded by Councilmember Fox, and carried unanimously to approve Ordinance M-4364.

Communications

- A. From the Council**
- B. From the Mayor**
- C. From the City Manager**

Adjournment

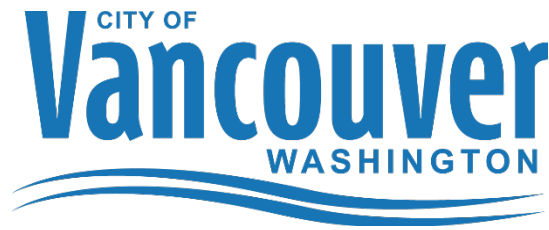
8:07 p.m.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Meetings of the Vancouver City Council are electronically recorded on audio and video. The audio records are kept on file in the office of the City Clerk for a period of six years.



City of Vancouver • P.O. Box 1995 • Vancouver, WA 98668-1995
www.cityofvancouver.us

DATE: March 21, 2022
TO: Mayor and City Council
CC: Eric Holmes, City Manager
FROM: Jonathan Young, City Attorney 
RE: City Council Policy Updates

MEMORANDUM

Mayor, City Council:

On March 21, 2022, we have reserved a 2-hour block of time for a Workshop regarding your [City Council Policies](#). To aid in your discussion, I have outlined a few topics below that were either carried forward from your last City Council Policy Workshop ([November 15, 2021](#)), or have surfaced in conversations since then. Of course, the following is not intended to be an exhaustive list of topics for your discussion. As always, the upcoming workshop time belongs to you. I will be prepared to guide your discussion to the extent you deem it helpful, but I would emphasize that this is ultimately your opportunity to provide direction to City Staff on any policies you might wish to modify or update.

Procedurally, I will use your comments at the March 21st Workshop to prepare suggested revisions to your City Council Policies using the “track changes” function so you can review the substance of all proposed revisions. These changes will then be presented to you as a Consent Agenda item at an upcoming City Council meeting for formal adoption.

[Policy 100-06 Council appointment of Community Members to Boards, Commissions, Advisory Committees and Task Forces](#)

1. Recruitment/Selection/Appointment Process.

Aaron Lande, the City’s Programs and Policy Development Coordinator, has recently worked to refine a process for recruiting, selecting and appointing members to the Strategic Plan Advisory Committee (SPAC). A copy of the new SPAC recruitment manual accompanies this memorandum for convenience. Council may wish to integrate some (or all) of the elements of the new SPAC recruitment process into City Council Policy 100-06 to supplement (or replace) the steps currently found in Sections 4.3 – 4.6.

2. Allow for periodic revisions of a minor, technical nature. The City's Boards & Commissions Coordinator has identified a short list of additional updates, including updating the list of Boards and Commissions to include PDX Community Advisory Committee. Staff would suggest bringing Council any proposed updates to the list of Community Boards, Commissions, Advisory Committees or Task Forces on a periodic basis as Consent Agenda items. (No formal action is required to accomplish this change, but Staff would appreciate confirming that this practice is acceptable to Council.)

100-32 City Council Meetings

1. Community Communication Forum. Policy 100-32 Section 10.11 provides an opportunity for community members to speak to the City Council on topics related to City business. There is no legal requirement to host a community communication forum, therefore there is broad latitude to change and improve the opportunities for Councilmembers to connect with, and listen to, the community members we serve. City Council may wish to consider whether this process could be improved by one or more of the following:
 - A. Receptions and/or Breakout Groups: Consider adding a community reception before in-person meetings of the Vancouver City Council and/or increased opportunities for sub-quorum meetings with community members.
 - B. Use "Manager Communications" as a feedback loop: Consider asking Staff to respond to selected Community questions at future meetings under Manager Communications.
 - C. Empanel a Sub-Quorum Group to Discuss and Report Back: In lieu of making a final decision at the March 21st Workshop, Council could simply empanel a small (sub-quorum) group of Councilmembers to work with Staff to explore other options. If Council chooses this option, the work of the sub-quorum group could be reported out under Manager Communications at a future meeting.
2. Dinner Hour / Fifth Mondays: At City Council's February 26 Retreat, Councilmembers expressed interest in being more intentional about scheduling additional working time together. Options that might further this interest include:
 - A. Expanding Dinner Break: when City Council returns to in-person meetings, it would be permissible to extend the dinner period from 30 minutes to 1 hour.
 - B. Programming Work Sessions on Fifth Mondays: Currently there are no Council meetings on the fifth Monday of the month. Council could consider using fifth

Mondays on an as-needed basis for in depth policy exploration or capacity building in a retreat format.

3. Mayor Pro Tempore Selection Process: Section 4.1 of City Council Policy 100-32 provides that the Mayor Pro Tem shall be chosen according to Section 2.04 of the Vancouver City Charter and Roberts Rules of Order. If desired, more specific procedures could be established.

100-36 City Council Code of Ethics and Conduct

1. City Council Evaluation of Prima Facie Case: Currently, Policy 100-36, Section 9.0 requires that City Council perform a 'gatekeeper function,' evaluating and determining whether allegations against a sitting City Councilmember should be referred to a Hearings Examiner for investigation. Multiple Councilmembers have observed that, depending on the nature of the allegations, this function can require a nuanced legal analysis. Options for revision of this process include:
 - A. Empaneling an ethics board comprised of community members, and/or
 - B. Referring all complaints to a Hearings Examiner upon determination by the City Attorney that, if true, the facts alleged in the complaint would substantiate a violation of the City Council Code of Ethics.
2. Standing: There are currently no limits on standing (i.e., who may bring an ethics complaint against a sitting City Councilmember). In theory, this means that someone with no material ties to the City of Vancouver whatsoever could initiate an ethics complaint. If the City Council were interested in limiting standing, it would be legally permissible to limit standing to:
 - A. Current residents of the City of Vancouver; or
 - B. Current residents and any organization whose membership includes or is likely to include a resident of the City of Vancouver.

100-38 Filling City Council Vacancies

Councilmembers have previously expressed interest in refining the process for filling vacancies on the City Council. Previous discussions have observed that refinements to this process could:

- Better ensure a City Council composition that represents the community we serve;

- Avoid creating circumstances in which the Council is forced to fill a vacancy in periods where doing so would be impracticable or heavily influence the outcome of a pending election.

In exploring this topic, it is helpful to keep in mind that there are applicable legal boundaries that include:

[Vancouver City Charter, Section 2.08](#) provides:

- Council vacancies shall be filled by a majority vote of the remaining Councilmembers.
- The appointee shall only hold office until the next regular general election. (This means the maximum duration of any appointee is approximately 18 months.¹ Once a qualified candidate is elected and sworn into office, the newly elected Councilmember then holds office for the unexpired balance of the four-year term.)
- The City Council policies are to include provisions for public notice of such vacancy and public interviews of the applicants selected for interview.
- The City Charter allows to appointment of Councilmembers Pro Tempore.

[State Law](#)², [RCW 29A.52.240](#) provides that:

- A special election held to fill a Council vacancy must coincide with the next general election (i.e., it must be held in November).
- First-class cities can amend their charters to provide greater flexibility (e.g., this may open opportunities specify periods during which vacancies should be left unfilled.)

Options that City Council may wish to consider in view of the legal limitations outlined above could include one (or more) of the following:

1. Amend City Council Policy 100-38: while City Charter requires the City Council fill vacancies, Council may modify its protocols for advertising, interviewing and appointing candidates, including:

¹ **Example:** Filing week for the 2021 general election ended on May 21, 2021. If a Council vacancy had occurred immediately after filing week, and appointee was promptly seated, the appointee would hold office until a qualified candidate is elected in the November 2022 Election and sworn into office in late December 2022.

² It also warrants mentioning that the Clark County Council has the authority to fill vacancies on boards and councils of special purpose districts, towns and second-class cities. (See e.g., [Battle Ground decries 'egregious' move to fill open council seat - The Columbian](#).) However, the Clark County Council lacks the requisite legal authority to fill vacancies on councils of first-class charter cities such as Vancouver. [RCW 42.12.070](#).

- A. Declining to make an appointment within a specified period (e.g. 60 days) before the end of filing week.
 - B. Declining to interview or appoint candidates who have declared their candidacy for election to a vacant seat.
2. Refer a proposed Charter Amendment to the Charter Review Commission. A proposed Charter amendment could:
- A. Establish one or more 'freeze periods' during which City Council vacancies would remain open and unfilled pending the next election.
 - B. Call for an election to be held at the earliest opportunity after a Council seat is vacated.
3. Direct Staff to explore additional options. Staff initiated activity could include:
- A. Developing an implementation strategy to create new opportunities for a diverse pool of community members to increase their knowledge, skill and qualifications for elected leadership through service opportunities on the City's boards and commissions. Such strategies may include implementation of one or more of the [Final Recommendations](#) of the Community Task Force on Council Representation.
 - B. Exploring the possibility of establishing a slate of prospective Councilmember-appointees who would serve on the condition of not seeking election in the next general election.

City Council Compact

Discussion pending wrap-up of 2022 City Council retreat. (No immediate action recommended at this time.)

Questions / Comments:

Jonathan Young, City Attorney

VanLaw@CityofVancouver.us

(360) 487-8500

Attachment:

Strategic Plan Advisory Committee (SPAC)
Application Review Process and Guidelines

Advisory Committee Review Process

Thank you for serving on a panel to evaluate applicants. The City of Vancouver is committed to meaningful involvement and equitable and inclusive engagement. Ensuring the City appoints members of committees who represent the diverse and full range of experiences and expertise across our communities is a vital part of this commitment. In preparation for your evaluation, please review this document. Guidance for specific evaluation is at the end of the document.

Background and Current State

The City of Vancouver is at a crossroads. Rapid growth and demographic shifts have galvanized leadership around the core values of safety, equity and climate action. The core values guide a vision for the City both externally, with how the city engages and informs the public, and internally, with an opportunity to reimagine City structures, practices and policies.

Many of the City's advisory bodies, boards and commission reflect traditional engagement patterns and approaches. Demographically, participants are higher income, less racially diverse, and above the City's median age. As the City of Vancouver's demographics shift, and as commitments and best practices around equity are realized, there is a unique opportunity to create bodies whose structure and makeup align with those shifts and values.

Key Concepts and Frameworks

The concepts and frameworks below reflect intentional consideration of practices that are critical to effective, equitable and inclusive public involvement.

Accountability: Accountability refers to the ways in which individuals and communities hold themselves to their goals and actions and acknowledge the values and groups to which they are responsible. Any committee formed by the City is an opportunity to build credibility and trust with community stakeholders. Accountability in these structures is a foundational element of equitable engagement.

Meaningful involvement: Meaningful involvement reflects stakeholders' opportunity to participate in decisions about activities that may affect them. It ensures that the public can influence decisions, that their concerns will be considered throughout processes, and that decision-makers intentionally seek out and facilitate the involvement of those most negatively impacted by disparities in outcomes and decisions.

Diverse Representation: The makeup of committees convened by the City should reflect the demographic diversity of the city across race/ethnicity, gender, socioeconomic status, geography and areas of expertise. When conducting outreach to solicit interest from the community as prospective committee members, the City should specifically focus on communities that have historically been excluded from public decision-making processes. These include "underserved communities" which can be defined in many ways, but typically include populations that have experienced systemic and institutional barriers resulting in disparate outcomes (in health, education, housing, employment, etc.). These populations may include communities of color,

LGBTQ+ communities, low-income communities, people with disabilities, and those who are unhoused.

Equity: Broadly, equity can be defined by concepts of fairness or justice in the way people are treated. It ensures that all communities have the resources and support they need to reach their full potential. In the context of stakeholder involvement, equitable approaches center the voices of those most impacted, identify and analyze the unique needs of specific populations in relationship to an issue or decision, and ensure that identity (e.g., race or ethnicity) is not a predictor of outcomes.

Bias and Evaluation of Applicants

One of the biggest challenges in evaluating an application is the potential to make a biased decision, even unconsciously. Unconscious biases are a fact of life; everyone has them, and we take them into our workplace. While the City of Vancouver does not specifically evaluate based on protected class (race, income, ethnicity, national origin, gender, age, disability etc.) the application materials may reveal information that make it difficult to remove our biases. This is true even for those of us who know prejudice and discrimination are wrong and, unfortunately, bias can lead us to make the wrong decision about an applicant.

Common biases that may affect the review process include:

- Similarity or Affinity Bias: We tend to favor those who are like ourselves.
- Perception Bias: We tend to form stereotypes and assumptions about certain groups that make objective judgment difficult.
- Confirmation Bias: We tend to see “facts” in a way that confirms initial beliefs while ignoring any contradictory information.

To mitigate opportunities for these biases to show up:

- Slow down: Bias is more likely to happen when you’re moving too quickly. Give yourself ample time to review the entire application fairly and completely, and consciously minimize unnecessary information such as name or gender.
- Review in light most favorable to applicant: When reviewing an application with experience and education that differs from your own or from dominant cultural norms, be open to this diverse background and give the applicant the benefit of the doubt in rating.
- Question feelings: If you find yourself drawn to someone when reviewing their materials, question those feelings to determine whether they are based on substance and whether they relate to the knowledge, skills and experiences aligning with the needs of the committee or board. Refer to the description or criteria to ensure all candidates are evaluated fairly and consistently.

- Be conscious of stereotypes: Be deliberate about setting aside any stereotypes you may have based on the application information and stop yourself anytime you determine that an applicant may not be the “right fit.”

Diverse Representation

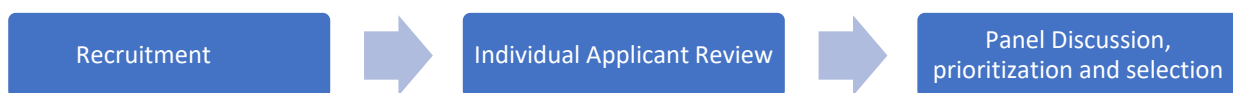
To best serve the interests of the City of Vancouver and reflect the perspectives of a full range of Vancouver experiences, ensuring diversity across committees, boards and commissions is an important aspect of our recruitment and appointment process.

This diversity can show up in a variety of ways, and there are several ways that applicants may reflect the types of lived experiences and professional expertise that can benefit City bodies. Applicants may reflect:

- Working for, volunteering or being served by culturally specific organizations, typically organizations with a majority of members/clients from a particular community of color, and specifically organizations whose mission statements are aligned with the needs of the communities being served and based on the community’s lived experience
- Working for, volunteering or being served by organizations that are aligned with and whose missions are related to other marginalized communities, including: LGBTQ, people with disabilities, faith-based communities, youth and seniors
- Applicants who bring a diversity of skills and background that benefit the work

Evaluation of Applicants

The applicant and evaluation process includes multiple steps:



Applicants will be evaluated based on four key criteria:

- Knowledge, experiences, skills, perspectives and values
- Ability to help the city connect with diverse community voices
- History of formal or informal community involvement
- Willingness to commit to at least one meeting per month between February and June 2022 (meetings are currently being held online, pending changes to local public health protocols)

It is the intention that evaluators are analyzing applicants through a “whole person” analysis. While recognizing that some evaluators may weigh certain knowledge, skills and experience differently than another, evaluators will consider the individual applicants, and assess through an overall analysis of knowledge, skills and expertise that will provide the City with an advisory committee that can best inform the City as it develops an update to its Strategic Plan.

Assessment of four criteria:

Evaluators will apply an analysis of these four criteria and prioritize applicants through a full examination and consideration of their skills, expertise, and experience.

- *Knowledge, experiences, skills, perspectives, and values:* A successful applicant may describe formal education or professional experience that demonstrate expertise. Applicants may also describe “informal” experiences, including social and environmental backgrounds that also demonstrate important skills and expertise. For example, houseless or formerly unhoused people may bring both the expertise from understanding the experiences and challenges of these populations, but also the ingenuity, creativity, perseverance, and social skills necessary day to day.
- *Ability to help the city connect with diverse community voices:* Communities connect and stay connected in many ways, and looking for both traditional examples, like volunteer management, leadership in faith communities, or outreach and organizing experience (with a community-based organization, or around a particular issue of concern) may demonstrate existing relationships beneficial to ensuring the committee is reaching many audiences. For many communities, connections also occur outside of these structures and activities as well, including in spaces like multifamily housing where resources may be shared, or the barbershop or hair salon, or coffee shop where community comes together. This may also include communities where elders serve as vital connections.
- *History of formal or informal community involvement:* A highly prioritized applicant may describe expertise and involvement with formal structures, like Parent Teacher Associations, neighborhood or business associations, or history with volunteering, for example, in their faith community. There are also trusted community members who may be sources of connection because they support other needs in community, including community-based childcare systems, coach their children’s teams, or engage in activism around community-identified issues.
- *Willingness to commit to at least one meeting per month between February and June 2022 (meetings are currently being held online, pending changes to local public health protocols):* It is the hope that applicants considered their capacity when applying. Any concerns should be raised during the collaborative analysis and prioritization as a panel.

Review Guidelines:

For this process, candidates won’t be scored, but panelists should take notes and reflect on the descriptions above.

1. Review all applicants, taking notes based on the four criteria. Notes should list strengths and weaknesses to the best ability possible. Remember that your notes may become public record, so avoid making any comments that could reflect adversely on the integrity of the

selection process or the City. Refrain from engaging in any analysis that is based on a protected class. For example, a Black/African American applicant should not be prioritized simply because of their racial identity, but may be better situated than other applicants to contribute to the work ahead based upon their specific, demonstrated knowledge and experience. It is permissible to base selection decisions on the *knowledge and experience of applicants – particularly where* that knowledge and experience assists the City in understanding the needs of our community.

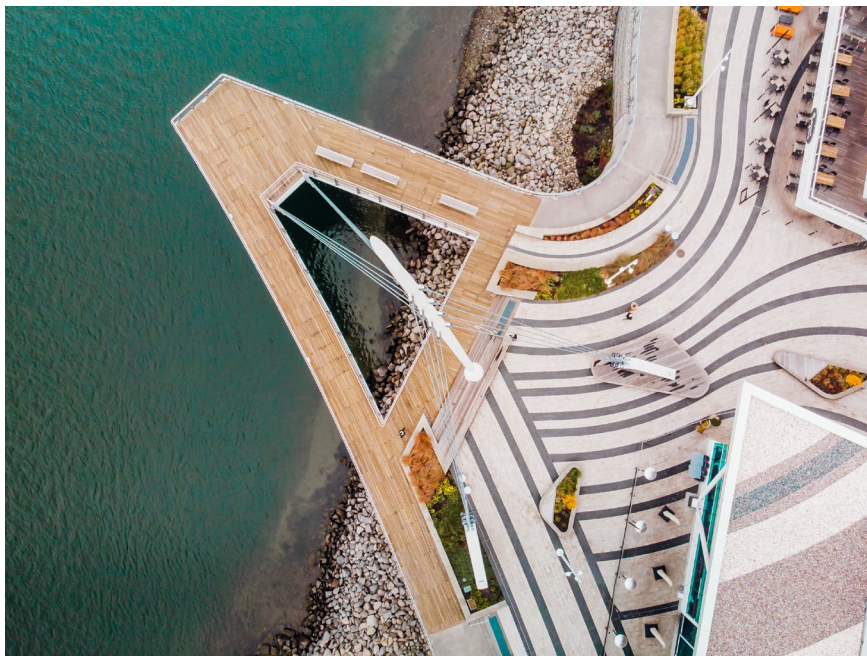
2. Once you have reviewed applicants, use the prioritization matrix created by the City to prioritize candidates. This will help ensure both that applicants demonstrate skills, but also reflect the broader diversity necessary for an effective and functional committee. This includes geographic, racial, gender, age, disability, LGBTQ, and experience.
3. The panel will meet on January 31 to discuss the prioritization. The group will come to consensus by comparing notes, analyzing the overall makeup for representation of diverse communities, and finalize selection.

City Council Policies Review and Update

CITY OF
Vancouver
WASHINGTON

March 21, 2022
Vancouver City Council Workshop
Jonathan Young, City Attorney

Overview



City Council Policies for Discussion (Sequence Optional):

- Board / Comm'n. Appointment (100-06)
- City Council Meetings (100-32)
 - Community Forum
 - Dinner Hour / Fifth Mondays
 - Mayor Pro Tempore Selection
- City Council Ethics Policy (100-36)
- Filling Council Vacancies (100-38)

Community Member Boards Comm'ns (100-06)



Optional refinements to City Council Policy 100-06:

- ☐ Incorporate elements of the new recruitment, selection, and appointment process used by the Strategic Plan Advisory Committee (SPAC) into Sections 4.3 – 4.6.
- ☐ Periodic updates to list of Community Member Boards, Commissions, Committees and Task Forces brought forward on Consent Agenda.

Community Forum (Policy 100-32)

Which changes (if any) would Council be interested in seeing to the format of Community Communication Forum:

- ☐ Explore Sub-Quorum Breakouts
- ☐ Explore Reception Format
- ☐ Convene City Council Workgroup
- ☐ No changes at this time
- ☐ Other recommendations



Meeting Schedule (Policy 100-32)



Options for additional workshop time on as-needed basis:

- ☐ Expand Dinner Break to 1 hour
- ☐ Use 'Fifth Mondays' as-needed for Retreat-style work sessions
- ☐ Other recommendations

Mayor Pro Tem Selection (Policy 100-32)

Current Process:

4.1. Choosing Mayor Pro Tempore

The Mayor Pro Tempore shall be chosen according to *Section 2.04 of the Vancouver City Charter and Roberts Rules of Order*.

Optional Refinements:

- ☐ Specify voting method(s) to be used.
- ☐ Specify rules for abstention (if other than Policy 100-32, Section 10.16.3).

Ethics Policy (100-36)

Gatekeeper function: The question of whether allegations, if true, constitute an ethics violation should be referred to:

- ☐ City Hearings Examiner
- ☐ A new City-commissioned Ethics Board
- ☐ Remain with City Council (current)

Standing to file an ethics complaint:

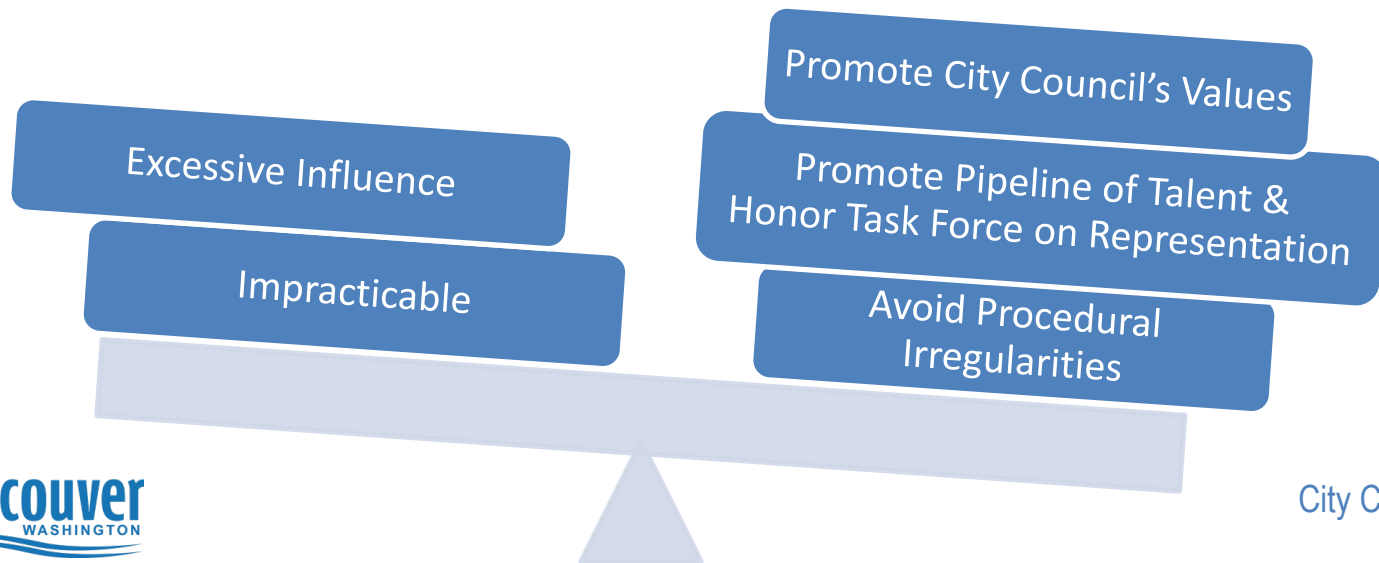
- ☐ Anyone (current)
- ☐ Residents
- ☐ Other



Filling Council Vacancies (Policy 100-38)

Freeze

Appoint



Filling Council Vacancies (Policy 100-38)



Charter Review

- A. Freeze Periods.
- B. Specify Special Election Dates.



City Council

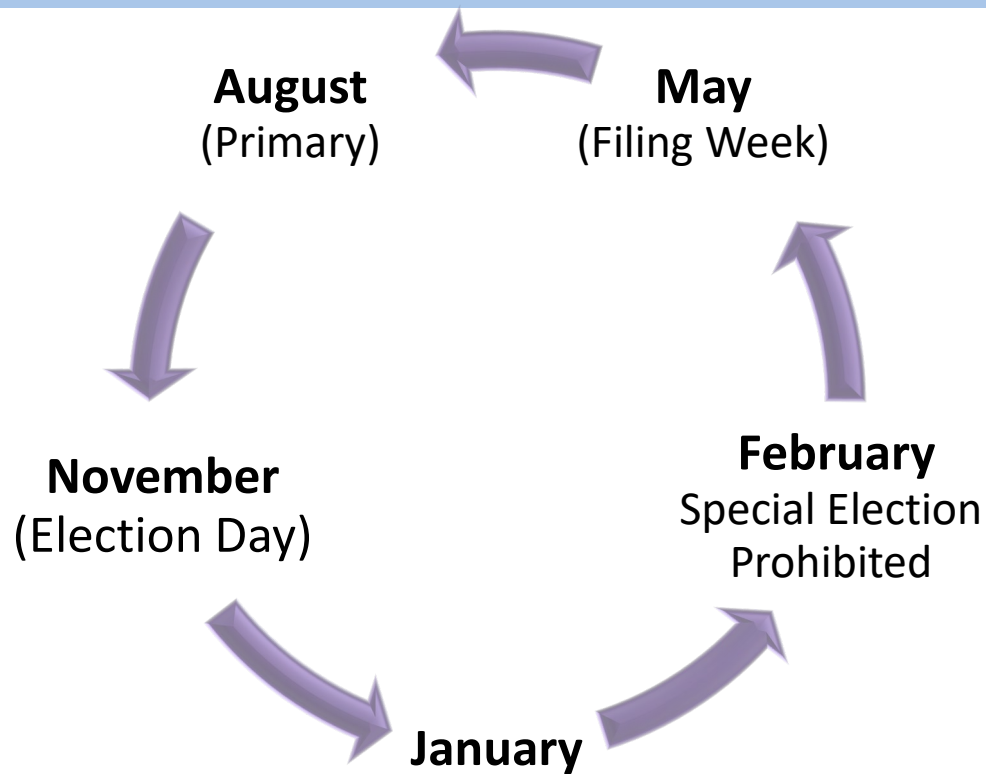
- A. Interview non-candidates first.
- B. Avoid appointments within 60 days of filing week.



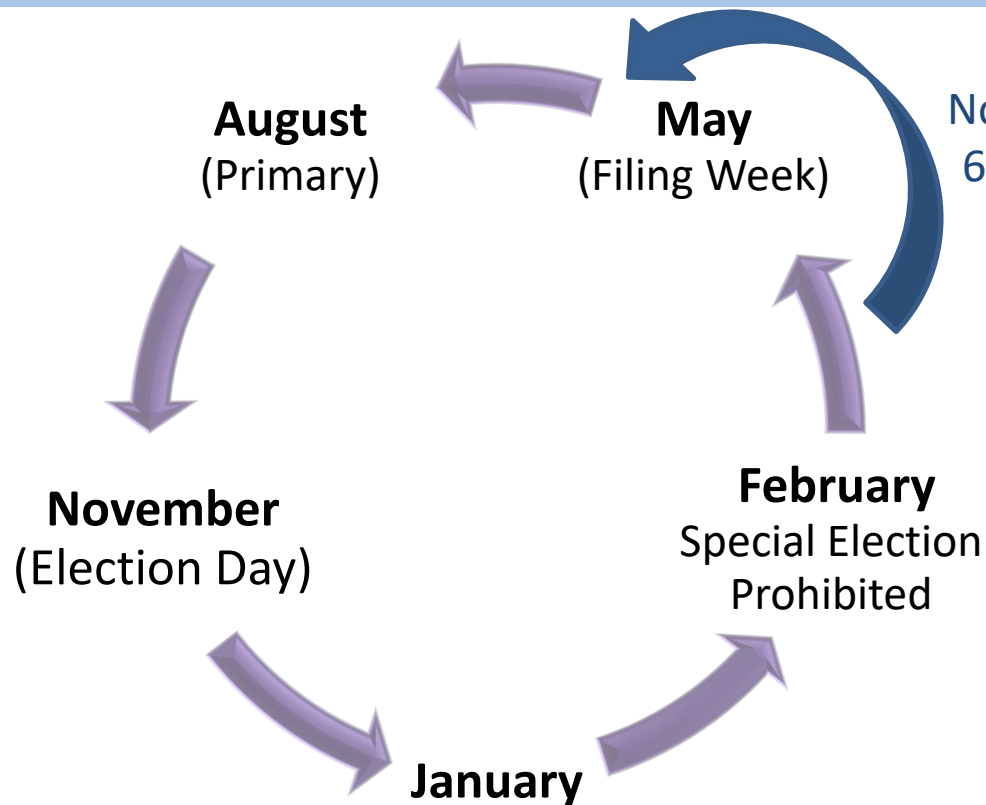
City Staff

- A. Task Force on Representation.
- B. Develop slate of prospective appointees who agree not to run.

Filling Council Vacancies (Policy 100-38)



Filling Council Vacancies (Policy 100-38)



City Council Policy:
No interviews scheduled
60 days before last day
of filing week.

Additional Topics and Discussion



Staff Report 035-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/21/2022

SUBJECT Accept funding in the amount of \$425,000 for Summer Programs operated by the Parks, Recreation & Cultural Services Department (PRCS) from the Summer Experiences & Enrichment for Kids (SEEK) Fund

Key Points

- The purpose of the SEEK Fund is to help agencies increase their community's access to quality, outdoor summer programming for youth and communities who have historically been underserved and who have been most impacted by the COVID-19 pandemic.
- Eligible programs address students' social, emotional, mental health, and academic needs through outdoor recreation. The 2022 funding cycle covers reimbursements for the City's summer program (summer being defined as the time between April 15—September 15, 2022), prioritizing activities or programs that promote social connection, encourage physical activity, and support families who are struggling with childcare needs.
- The Department submitted applications for the funding in November 2021.
- Funding is provided by the Office of Superintendent of Public Instruction. The contracts have been developed by the Association of Washington Cities.
- Parks, Recreation and Cultural Services (PRCS) received notice of funding approval in early February for all three applications submitted.
- This includes funding for the following summer programs:
 - Summer Day Camps, \$326,000
 - Youth Sports Programs, \$18,000
 - Urban Youth Program, \$81,000

Strategic Plan Alignment

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

Present Situation

- During the 2021 summer season, PRCS received \$165,278.70 for the summer day camp

program.

- For 2022, the SEEK program was expanded to allow up to three applications per organization.
- The Department then submitted three applications to help fund programs run during the 2022 summer season.
- The Department applied for funding for the following summer programs: day camps, youth sports programs, as well as the Urban Youth Program.
- The funding will help with program costs such as: staffing, transportation, supplies, professional services, as well as admission costs and food.
- The contracts need to be approved, signed, and submitted.

Advantage(s)

This funding will help pay for most costs that occur in these three programs.

Disadvantage(s)

None

Budget Impact

The budget to expend the full allotted to Vancouver amount will be requested in the First Supplemental of 2022. The grant amount \$425,000 provided will assist with most costs involved in these programs.

Prior Council Review

None

Action Requested

Approve the \$425,000 in funding from the SEEK program for 2022 summer programs.

Julie Hannon, Parks and Recreation Director, 360-487-8309

ATTACHMENTS:

- ▢ 2022 SEEK Subcontractor Agreement - Summer Day Camps
- ▢ 2022 SEEK Subcontractor Agreement - Urban Youth
- ▢ 2022 SEEK Subcontractor Agreement - Youth Sports

**Association of Washington Cities
Service Subcontract (“Subcontract”) with**

City of Vancouver Parks, Recreation & Cultural Services
through

Summer Experiences & Enrichment for Kids Fund (SEEK Fund)
A program of the Washington Office of Superintendent of Public Instruction
(OSPI)

For

Jurisdiction Name	City of Vancouver Parks, Recreation & Cultural Services
Program Description	1. Summer Day Camps

Start date: April 15, 2022

End date: November 15, 2022

FACE SHEET

Subcontract Number: 22-56

Association of Washington Cities (AWC)

Summer Experiences & Enrichment for Kids (SEEK) Fund

The Association of Washington Cities (AWC) is working in collaboration with and generally under the direction from OSPI to provide evidence-based, outdoor, summer enrichment programs to youth in K-12 (ages 4-21). Funds for this subcontract are intended to prevent, prepare for, or respond to the COVID-19 pandemic, including its impact on the social, emotional, mental health, and academic needs of students.

1. Subcontractor		2. Subcontractor Doing Business As (optional)	
3. Subcontractor Representative		4. AWC Representative Jacob Ewing Legislative Policy Analyst (360) 753-4137 jacobe@awcnet.org 1076 Franklin Street SE Olympia, WA 98501	
5. Subcontract Amount \$326,000	6. Start Date April 15, 2022	7. End Date November 15, 2022	8. Tax ID #
9. Subcontract Purpose Carry out summer activities under the OSPI SEEK program as described in Attachment A.			
AWC and the Subcontractor, as defined above, acknowledge and accept the terms of this Subcontract and attachments and have executed this Subcontract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Subcontract are governed by this Subcontract and the following other documents incorporated by reference: Subcontractor General Terms and Conditions including Attachment "A" – SEEK Application/Scope of Work; Attachment "B" – Project Costs Worksheet; Attachment "C" – Subcontractor Data Collection; Attachment (D) – Subcontractor Agent(s); Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification.			
FOR SUBCONTRACTOR Date		FOR Association of Washington Cities Date	

Last revision 11/23/2021

SEEK Funding Opportunity Subcontractor Funding Agreement

1. **SUBCONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the Subcontract contact person for all communications and billings regarding the performance of this Subcontract.

The Representative for AWC and their contact information are identified on the Face Sheet of this Subcontract.

The Representative for the Subcontractor and their contact information are identified on the Face Sheet of this Subcontract.

2. **PAYMENT**

AWC shall pay an amount not to exceed \$326,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the SEEK Application and described in Attachment A. Subcontractor's compensation for services rendered shall be based on the completion of duties as outlined in the SEEK application, in Attachment A, in accordance with the following sections.

3. **BILLING PROCEDURES AND PAYMENT**

AWC will reimburse Subcontractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for AWC not more often than monthly. Subcontractor will use the invoice form provided by AWC to request reimbursement.

The invoices shall describe and document, to AWC's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Subcontract Number 22-56a. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

If errors are found in the submitted invoice or supporting documents, AWC will notify the Subcontractor to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify AWC.

Payment shall be considered timely if made by AWC within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Subcontractor.

AWC may, in its sole discretion, terminate the Subcontract or withhold payments claimed by the Subcontractor for services rendered if the Subcontractor fails to satisfactorily comply with any term or condition of this Subcontract.

No payments in advance or in anticipation of services or supplies to be provided under this Subcontract shall be made by AWC.

Duplication of Billed Costs

The Subcontractor shall not bill AWC for services performed under this Subcontract, and AWC shall not pay the Subcontractor, if the Subcontractor is entitled to payment or has been or will be paid by any other source, including grants, for that service. This does not include fees charged for summer recreation programs.

Disallowed Costs

The Subcontractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

SEEK Funding Opportunity Subcontractor Funding Agreement

Final Reimbursement and Reporting Deadline

When the project is completed the Subcontractor must submit a final invoice, final report, and supporting documents needed to close out the project no later than **October 1, 2022**.

AWC shall withhold 10 percent (10%) from each payment until acceptance by AWC of the final reporting from the Subcontractor has been submitted and verified.

4. SUBCONTRACTOR DATA COLLECTION/REPORTING REQUIREMENTS

Subcontractor will submit reports, in a form and format to be provided by AWC (See Attachment C). Data must be provided to AWC along with final billing.

5. AGENT(S)

Agent(s) in this contract refers to any third-party entity and its employees that the Subcontractor has subcontracted with to provide services funded through this agreement. The Subcontractor is responsible for ensuring that any agent complies with the provision herein.

Any of the Subcontractor's agent(s) that will provide director supervision of youth through programs funded by this contract must be listed in Attachment D – Subcontractor Agent(s) and must provide proof of insurance per Section 6 of this document.

6. INSURANCE

a. Workers' Compensation Coverage. The Subcontractor shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Subcontractor's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such workers' compensation and occupational disease requirements shall include coverage for all employees of the Subcontractor, and for all employees of any subcontract retained by the Subcontractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Subcontract. Satisfaction of these requirements shall include, but shall not be limited to:

- i. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
- ii. Purchase workers' compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;
- iii. Maintenance of a legally permitted and governmentally approved program of self-insurance for workers' compensation and occupational disease.

Except to the extent prohibited by law, the program of the Subcontractor's compliance with workers' compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against AWC, its directors, officers, and employees.

SEEK Funding Opportunity Subcontractor Funding Agreement

If the Subcontractor, or any agent retained by the Subcontractor, fails to effect and maintain a program of compliance with applicable workers' compensation and occupational disease laws, statutes, and regulations and AWC incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify AWC for such fines, payment of benefits to Subcontractor or Subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed AWC by the Subcontractor pursuant to the indemnity may be deducted from any payments owed by AWC to the Subcontractor for the performance of this Subcontract.

b. Automobile Insurance. In the event that services delivered pursuant to this Subcontract involve the use of vehicles, owned or operated by the Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

c. Business Automobile Insurance. In the event that services performed under this Subcontract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Subcontractor-owned personal vehicles are used, a Business Automobile policy covering a minimum Code 2 "owned autos only" must be secured. If the Subcontractor's employees' vehicles are used, the Subcontractor must also include under the Business Automobile policy Code 9, coverage for "non-owned autos." The minimum limits for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

d. Public Liability Insurance (General Liability). The Subcontractor shall at all times during the term of this Subcontract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Subcontract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Subcontractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by AWC, with the approval of the Subcontractor (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000

e. Local Governments that Participate in a Self-Insurance Program.

Alternatively, Subcontractors may maintain a program of self-insurance or participate in a property/liability pool with adequate limits to comply with the Subcontract insurance requirements or as is customary to the contractor or subcontractor's business, operations/industry, and the performance of its respective obligations under this Subcontract.

SEEK Funding Opportunity Subcontractor Funding Agreement

- f. Additional Insured.** The Office of Superintendent of Public Instruction, and the Association of Washington Cities, shall be specifically named as an additional insured on all policies, including Public Liability and Business Automobile, except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance.

AWC and OSPI may waive the requirement to be specially named as an additional insured on policies, including Public Liability and Business Automobile, provided that the Subcontractor provides: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pools must comply with RCW 48.62, the requirements of the Office of Risk Management and Local Government Self Insurance Program, the Washington State Auditor's reporting requirements and all related federal and state regulations.

Subcontractors participating in a joint risk pool shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The AWC and OPSI, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

- g. Proof of Insurance.** Certificates and or evidence satisfactory to the AWC confirming the existence, terms and conditions of all insurance required above shall be delivered to AWC within five (5) days of the Subcontractor's receipt of Authorization to Proceed.

- h. General Insurance Requirements.** Subcontractor shall, at all times during the term of the Subcontract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Subcontract at AWC's option. By requiring insurance herein, AWC does not represent that coverage and limits will be adequate to protect Subcontractor and such coverage and limits shall not limit Subcontractor's liability under the indemnities and reimbursements granted to AWC in this Subcontract.

Subcontractor shall include all agents of the Subcontractor as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each agent. Agent(s) must comply fully with all insurance requirements stated herein. Failure of agent(s) to comply with insurance requirements does not limit Subcontractor's liability or responsibility.

7. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Subcontract and Subcontractor General Terms and Conditions
- Attachment A – SEEK Application & Scope of Work
- Attachment B – Budget and Project Costs Worksheet
- Attachment C – Subcontractor Reporting Requirements
- Attachment D – Subcontractor Agent(s)
- Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification

SUBCONTRACTOR GENERAL TERMS AND CONDITIONS

1. **Access to Data.** In compliance with Chapter 39.26 RCW, the Subcontractor shall provide access to data generated under this Subcontract to AWC, and to the extent necessary to comply with RCW 39.26, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Subcontractor's reports, including computer models and methodology for those models.
2. **Alterations and Amendments.** This Subcontract may be amended only by mutual agreement of the parties in writing. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** In relation to this Subcontract, the Subcontractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **Assignment.** Neither this Subcontract, nor any claim arising under this Subcontract, shall be transferred or assigned by the Subcontractor without prior written consent of AWC.
5. **Assurances.** AWC and the Subcontractor agree that all activity pursuant to this Subcontract will be in accordance with all applicable current federal, state and local laws, rules and regulations.
6. **Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
7. **Budget Revisions.** Any monetary amount budgeted by the terms of this Subcontract for various activities and line item objects of expenditure, as outlined in Attachment B – Budget and Project Costs Worksheet, may be revised without prior written approval of AWC, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of AWC. Subcontractor will use the funding change request form provided by AWC to request these budget revisions.
8. **Certification Regarding Debarment, Suspension, and Ineligibility.** The Subcontractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. "Covered transactions" include procurement contracts for goods that are expected to equal or exceed twenty-five thousand dollars (\$25,000). Subcontractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking online at the System for Award Management (SAM), Excluded Parties List. The Subcontractor shall immediately notify the AWC if, during the term of this subcontract, Subcontractor becomes debarred. AWC may immediately terminate this Subcontract by providing Subcontractor written notice if Subcontractor becomes debarred during the term of this Subcontract.

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The Subcontractor also certifies that neither it nor its principals are debarred, suspended, or proposed for debarment from participation in transactions by any state department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, or proposed for debarment from participation in covered transactions by any state department or agency.

- 9. Certification Regarding Lobbying.** The Subcontractor certifies that Federal-appropriated funds will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Subcontractor shall require its agents to certify compliance with this provision.
- 10. Certification Regarding Wage Violations.** The Subcontractor certifies that within three (3) years prior to the date of execution of this Subcontract, Subcontractor has not been determined by a final and binding citation and notice of assessment issued by the Washington 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 RCW chapters 49.46, 49.48, or 49.52.

The Subcontractor further certifies that it will remain in compliance with these requirements during the term of this Subcontract. Subcontractor will immediately notify AWC of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Subcontract.

- 11. Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Subcontractor, Subcontractor agrees to notify AWC of the change. Subcontractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.
- 12. Confidentiality.** The Subcontractor acknowledges that all of the data, material and information which originates from this Subcontract, and any student assessment data, material and information which will come into its possession in connection with performance under this Subcontract, consists of confidential data owned by AWC or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) or other privacy laws, and that the data must be secured and protected from unauthorized disclosure by the Subcontractor. The Subcontractor is wholly responsible for compliance with FERPA requirements.

The Subcontractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Subcontract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Subcontractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure or usages not specifically authorized by this Subcontract. The parties acknowledge the release of records may be subject to the Public Records Act, RCW 42.56, and further acknowledge that Washington law and court order may compel disclosure of certain records; this provision does not apply to records compelled by law or court order.

- 13. Copyright Provisions.** Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and copyright shall be owned by the

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Superintendent of Public Instruction (Superintendent). The Superintendent shall be considered the author of such Materials. If Materials are not considered “works for hire”, Subcontractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Superintendent effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Copyright ownership includes the right to patent, register and the ability to transfer these rights.

Subcontractor understands that, except where otherwise agreed to in writing or approved by the Superintendent or designee, all original works of authorship produced under this Contract shall carry a [Creative Commons Attribution License](#), version 4.0 or later.

All Materials the Subcontractor has adapted from others’ existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Subcontractor will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If the Subcontractor would like to limit these pre-existing portions of the work to [non-commercial use](#), the [Creative Commons Attribution-NonCommercial-ShareAlike](#) license, version 4.0 or later, is acceptable for these specific sections.

The Subcontractor warrants and represents that Subcontractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

The Subcontractor shall exert all reasonable effort to advise the Superintendent, at the time of delivery of data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Superintendent shall receive prompt written notice of each notice or claim of infringement received by the Subcontractor with respect to any data delivered under this Contract. The Superintendent shall have the right to modify or remove any restrictive markings placed upon the data by the Subcontractor.

- 14. Covenant Against Contingent Fees.** The Subcontractor warrants that no person or selling agent has been employed or retained to solicit or secure this Subcontract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Subcontractor for the purpose of securing business. AWC shall have the right, in the event of breach of this clause by the Subcontractor, to annul this Subcontract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.
- 15. Disputes.** In the event that a dispute arises under this Subcontract, the parties will use their best efforts to amicably resolve any dispute, including use of alternative dispute resolution options.

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- 16. Duplicate Payment.** AWC shall not pay the Subcontractor, if the Subcontractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.
- 17. Entire Agreement.** This Subcontract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Subcontract shall be deemed to exist or to bind any of the parties hereto.
- 18. Ethical Conduct.** Neither the Subcontractor nor any employee or agent of the Subcontractor shall participate in the performance of any duty or service in whole or part under this Subcontract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.
- 19. Governing Law and Venue.** This Subcontract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
- 20. Indemnification.** To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless AWC and all officials, agents, and employees of AWC, from and against all claims for injuries or death arising out of or resulting from the performance of this Subcontract. "Claim" as used in this Subcontract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Subcontractor's obligation to indemnify, defend and hold harmless includes any claim by Subcontractor's agents, employees, representatives, or any subcontractor or its employees.
- Subcontractor expressly agrees to indemnify, defend, and hold harmless AWC for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Subcontractor's or its subcontractor's performance or failure to perform the Subcontract. Subcontractor's obligation to indemnify, defend, or hold harmless AWC shall not be eliminated or reduced by any actual or alleged concurrent negligence by AWC, or their agents, employees, or officials.
- Subcontractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless AWC, and their agents, employees, or officials.
- 21. Independent Capacity of the Subcontractor.** The parties intend that an independent Subcontractor relationship will be created by this Subcontract. The Subcontractor and his/her employees or agents performing under this Subcontract are not employees or agents of AWC. The Subcontractor will not hold itself out as nor claim to be an officer or employee of AWC, the Superintendent or of the state of Washington by reason hereof, nor will the Subcontractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Subcontractor.

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- 22. Licensing and Accreditation Standards.** The Subcontractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Subcontract.
- 23. Limitation of Authority.** Only AWC or AWC's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Subcontract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Subcontract is not effective or binding unless made in writing and signed by AWC.
- 24. Non-Discrimination.** The Subcontractor shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to AWC. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Subcontractor and its agents under this Subcontract. The Subcontractor shall notify AWC immediately of any allegations, claims, disputes, or challenges made against it under non-discrimination laws, regulations, or policies, or under the Americans with Disabilities Act. In the event of the Subcontractor's noncompliance or refusal to comply with this nondiscrimination provision, this Subcontract may be rescinded, cancelled or terminated in whole or part, and the Subcontractor may be declared ineligible for further contracts with AWC.
- 25. Overpayments.** Subcontractor shall refund to AWC the full amount of any overpayment under this Subcontract within thirty (30) calendar days of written notice. If Subcontractor fails to make a prompt refund, AWC may charge Subcontractor one percent (1%) per month on the amount due until paid in full.
- 26. Public Disclosure.** Subcontractor acknowledges that AWC is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and AWC acknowledges that the Subcontractor is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Subcontract shall be a public record as defined in RCW 42.56. Any specific information that is claimed by either party to be confidential or proprietary must be clearly identified as such by that party. To the extent consistent with chapter 42.56 RCW, each party shall attempt reasonably to maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view such information, the party receiving the public records request will notify the other party of the request and the date that such records will be released to the requester unless the other party obtains a court order enjoining that disclosure. If such party fails to obtain the court order enjoining disclosure, the party receiving the records request will release the requested information on the date specified.
- 27. Publicity.** The Subcontractor agrees to submit to AWC all advertising and publicity matters relating to this Subcontract which in the AWC's judgment, AWC or the Superintendent's name can be implied or is specifically mentioned. The Subcontractor agrees not to publish or use such advertising and publicity matters without the prior written consent of AWC.

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28. Registration with Department of Revenue. The Subcontractor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Subcontract.

29. Records Maintenance. The Subcontractor shall maintain all books, records, documents, data and other evidence relating to this Subcontract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Subcontract. Subcontractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Subcontract, shall be subject at all reasonable times to inspection, review or audit by the AWC or the Superintendent, personnel duly authorized by AWC or the Superintendent, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

30. Right of Inspection. The Subcontractor shall provide right of access to its facilities utilized under this Subcontract to AWC or any of its officers responsible for executing the terms of this Subcontract at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Subcontract on behalf of AWC. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Subcontractor's business or work hereunder.

31. Severability. The provisions of this Subcontract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

32. Subcontracting. Neither the Subcontractor nor any agent of the Subcontractor shall enter into subcontracts for any of the work contemplated under this Subcontract without obtaining prior written approval of AWC. Subcontractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Subcontract are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Subcontractor to the AWC for any breach in the performance of the Subcontractor's duties. This clause does not include contracts of employment between the Subcontractor and personnel assigned to work under this Subcontract.

If, at any time during the progress of the work, AWC determines in its sole judgment that any agent of the Subcontractor is incompetent, AWC shall notify the Subcontractor, and the Subcontractor shall take immediate steps to terminate the agent's involvement in the work. The rejection or approval by AWC of any agent or the termination of an agent shall not relieve the Subcontractor of any of its responsibilities under the Subcontract, nor be the basis for additional charges to AWC.

33. Taxes. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Subcontractor or its staff shall be the sole responsibility of the Subcontractor.

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- 34. Technology Security Requirements.** The security requirements in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, which by this reference are incorporated into this agreement.

The Subcontractor acknowledges it is required to comply with WaTech Office of Chief Information Officer (OCIO) IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets. OCIO IT Security Standard 141.10, Securing Information Technology Assets, applies to all Superintendent assets stored as part of a service, application, data, system, portal, module, components or plug-in product(s) that are secured as defined by the WaTech OCIO's IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets.

As part of OCIO IT Security Standard 141.10, a design review checklist and/or other action may be required. These activities will be managed and coordinated between AWC and the Subcontractor. Any related costs to performing these activities shall be at the expense of the Subcontractor. Any such activities and resulting checklist and/or other products must be shared with AWC.

- 35. Termination for Convenience.** Except as otherwise provided in this Subcontract, the Superintendent or Superintendent's Designee may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Subcontract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Subcontractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Subcontractor. If this Subcontract is so terminated, AWC shall be liable only for payment required under the terms of the Subcontract for services rendered or goods delivered prior to the effective date of termination.

- 36. Termination for Default.** In the event AWC determines the Subcontractor has failed to comply with the conditions of this Subcontract in a timely manner, AWC has the right to suspend or terminate this Subcontract. AWC shall notify the Subcontractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Subcontract may be terminated. AWC reserves the right to suspend all or part of the Subcontract, withhold further payments, or prohibit the Subcontractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Subcontractor or a decision by AWC to terminate the Contract. In the event of termination, the Subcontractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Subcontract and the replacement or cover Subcontract and all administrative costs directly related to the replacement Subcontract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Subcontractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the AWC provided in this Subcontract are not exclusive and are in addition to any other rights and remedies provided by law.

- 37. Termination Due to Funding Limitations or Contract Renegotiation, Suspension.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Subcontract and prior to normal completion of this Subcontract, with the notice specified below and without liability for damages:

- a. At AWC's discretion, AWC may give written notice of intent to renegotiate the Subcontract under the revised funding conditions.

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- b. At AWC's discretion, AWC may give written notice to Subcontractor to suspend performance when AWC determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Subcontractor's performance to be resumed.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When AWC determines that the funding insufficiency is resolved, it will give the Subcontractor written notice to resume performance, and Subcontractor shall resume performance.
 - (3) Upon the receipt of notice under b. (2), if Subcontractor is unable to resume performance of this Subcontract or if the Subcontractor's proposed resumption date is not acceptable to AWC and an acceptable date cannot be negotiated, AWC may terminate the Subcontract by giving written notice to the Subcontractor. The parties agree that the Subcontract will be terminated retroactive to the date of the notice of suspension. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the retroactive date of termination.
- c. AWC may immediately terminate this Subcontract by providing written notice to the Subcontractor. The termination shall be effective on the date specified in the termination notice. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the effective date of termination. No penalty shall accrue to AWC in the event the termination option in this section is exercised.
- d. For purposes of this section, "written notice" may include email.

38. Termination Procedure. Upon termination of this Subcontract the AWC, in addition to other rights provided in this Subcontract, may require the Subcontractor to deliver to AWC any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AWC shall pay to the Subcontractor the agreed upon price, if separately stated, for completed work and services accepted by AWC and the amount agreed upon by the Subcontractor and AWC for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by AWC, and (d) the protection and preservation of the property, unless the termination is for default, in which case AWC shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Subcontract. The AWC may withhold from any amounts due to the Subcontractor such sum as AWC determines to be necessary to protect AWC against potential loss or liability.

The rights and remedies of AWC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Subcontract.

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After receipt of a notice of termination, and except as otherwise directed by the Superintendent, the Subcontractor shall:

- a. Stop work under this Subcontract on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the Subcontract that is not terminated;
- c. Assign to AWC, in the manner, at the times, and to the extent directed by the AWC, all rights, title, and interest of the Subcontractor under the orders and subcontracts in which case AWC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of AWC to the extent the AWC may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to AWC and deliver, in the manner, at the times and to the extent as directed by AWC, any property which, if the Subcontract had been completed, would have been required to be furnished to AWC;
- f. Complete performance of such part of the work not terminated by AWC; and
- g. Take such action as may be necessary, or as AWC may direct, for the protection and preservation of the property related to this Subcontract which, in is in the possession of the Subcontractor and in which AWC has or may acquire an interest.

39. Treatment of Assets. Except as otherwise provided for in the Subcontract, the ownership and title to all real property and all personal property exceeding a value of \$5,000 purchased by the Subcontractor in the course of performing this Subcontract with moneys paid by the Superintendent shall vest in the Superintendent, except for supplies consumed in performing this Subcontract. The Subcontractor shall (1) maintain a current inventory of all the real and personal property; (2) label all the property "State of Washington, Superintendent of Public Instruction"; and, (3) surrender property and title to the Superintendent without charge prior to settlement upon completion, termination or cancellation of this Contract.

If any property is lost, destroyed, or damaged, the Subcontractor shall notify the Superintendent and take all reasonable steps to protect the property from further damage.

All reference to the Subcontractor under this clause shall include Subcontractor's employees and agents.

40. Waiver. A failure by either part to exercise its rights under this Subcontract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of

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this Subcontract unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

SEEK Application & Scope of Work

Insert detailed project description as included in the Funding Opportunity application & Attach SEEK Funding Application**Summer Day Camps**

Vancouver Parks, Recreation & Cultural Services (VPRCS) offers well-rounded, full-day summer camps at four locations throughout our community. In 2022, camps will be focused on elementary-aged students (ages 6-10) who are in greatest need of structured supervision. Additional funding will enable us to expand our capacity from 100 students to up to 160 students per week. Participating youth will engage in social connection and physical activities. Scholarships will help fill the gap to make programs affordable and accessible. Our camps are designed to spark curiosity and help campers learn and gain confidence! Campers will participate in safe, well-organized group activities, helping provide a return to normalcy. Each week includes action-packed recreation, including sports, outdoor games, crafts, swimming, water activities, and special guests such as Mad Science with theme-related presentations and hands-on experiments. City staff remain in a supervisory role throughout. One of our camps is designed to serve people with disabilities. This Access to Recreation camp offers a higher staff-to-participant ratio, with specially selected activities in a lower stimulation environment. These features allow staff to adjust the program to the individual needs of the campers (ages 13-21) in attendance. We offer a variety of daily activities to keep campers engaged and active, including outdoor games in small and large groups (e.g., kickball and noodle tag), free time on the playground equipment, and basketball. Other activities include special guests, arts and crafts, movies, dance parties, and story time. A primary goal of Vancouver summer camps is to foster social and emotional growth for students, who have lacked typical engagement throughout the pandemic. We achieve this through activities that promote a key social and emotional learning theme each week. Weekly themes help children explore important skills in fun and accessible ways, including self confidence and self-esteem, perspective taking, managing frustration, empathy and compassion, identifying feelings, problem solving, acceptance, recognizing and managing anxiety, expressing and feeling gratitude, and kindness. The changing themes allow students participating in multiple weeks to explore and grow in different areas throughout the summer. Vancouver summer camps promote physical activity in traditional and non-traditional ways to ensure all students are active and feel included. In morning and afternoon rotations, students engage in organized sports and games in the gymnasium and outside. Once per week, most students will have 90-minutes of dedicated swim time in one of our indoor pools. We also get students moving, thinking, and socializing in a designated game area where students can play large versions of games such as checkers, Connect Four, cornhole, ping pong, and air hockey. Our camp program runs from 8 a.m. to 5:30 p.m. each weekday, providing families who have struggled with childcare needs to have a safe, enriching place for their children throughout the workday. According to the most recent ACS data, there are 18,199 families with children under the age of 18 in Vancouver. Of these, there are 11,675 (64%) households with all available parents in the labor force. Area school districts reported that 50% of all enrolled students lived in low-income households and 14% of have a disability. Students at Vancouver summer camps will spend approximately three and a half hours of their day outdoors and sometimes longer. This time includes daily rotations through activities such as playgrounds, field games and walking visits to local parks. We offer a scholarship program that defers 50% of the cost for camps. This can be used throughout the summer for as many weeks as families need. To date, approximately \$5,000 in registration fees have been deferred for Vancouver summer camps. Our 2022 summer camps will run Monday-Friday between June 20 and August 26, with full day coverage from 8 a.m. to 5:30 p.m. There is

a 1:6 staff to child ratio. Our Access to Recreation camp for people with disabilities will run from 9:30 a.m. to 2:30 p.m. daily to engage but not over stimulate students. SEEK program funds will allow us to increase our camp capacity as COVID space restrictions are eliminated, while ensuring scholarships are not limited.

Budget & Project Costs Worksheet

Budget (as presented in the SEEK application Project Costs Worksheet)

Project: Summer Day Camps

Project Costs	Summer 2022
Staff	\$255000
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) (<i>must be directly related to program being offered</i>)	\$31000
Scholarships or subsidies	\$
Transportation	\$3000
Facilities	\$1000
Professional Services (please be specific on type of service)	\$16000
Fees (such as entrance fees for field trips)	\$20000
**Meals	\$
Other (please specify)	\$
TOTAL	\$326000

Subcontractor Reporting Requirements

Reports must contain the following information:

- Describe the K-12-aged (4 to 21) youth who participated through this program including disaggregated data about student age range, gender, race/ethnicity, FRPL status, and other student information.
- Describe the type of program funded and the geographic area served.
- Explain how the program targeted youth populations were recruited to participate.
- Explain how these funds were used to create more access to underserved and/or economically disadvantaged youth.
- What disproportionately impacted communities did the summer recreation program serve?
- Discuss program successes and challenges.

Subcontractor Agent(s)

List any Subcontractor Agent(s) that will provide director supervision of youth in a program funded through SEEK.

Name of Agent	Address

Proclamation 21-14 COVID-19 Vaccination Certification

To reduce the spread of COVID-19, Washington state Governor Jay Inslee, pursuant to emergency powers authorized in RCW 43.06.220, issued [Proclamation 21-14 – COVID-19 Vaccination Requirement \(dated August 9, 2021\)](#), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement \(dated August 20, 2021\)](#) and as amended by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement \(dated September 27, 2021\)](#), and as may be amended thereafter. The Proclamation requires contractors who have goods, services, or public works contracts with a Washington state agency to ensure that their personnel (including subcontractors and agents) who perform contract activities on-site comply with the COVID-19 vaccination requirements, unless exempted as prescribed by the Proclamation. AWC is under contract with OSPI and as such is required to meet these requirements and ensure that any subcontractors also comply.

By entering into this agreement, the Subcontractor agrees to comply as follows:

1. Has reviewed and understands Subcontractor's obligations as set forth in Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021), as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021), and as amended by Proclamation 21-14.2 – COVID-19 Vaccination Requirement (dated September 27, 2021);
2. Has developed a COVID-19 Vaccination Verification Plan for Subcontractor's personnel (including agents) that complies with the above-referenced Proclamation;
3. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
4. Complies with the requirements for granting disability and religious accommodations for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
5. Has operational procedures in place to ensure that any contract activities that occur in person and on-site at OSPI premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Subcontractor personnel (including agents) will be performed by personnel who are fully vaccinated or properly exempted as required by the above-referenced Proclamation;
6. Has operational procedures in place to enable Subcontractor personnel (including agents) who perform contract activities on-site and at OSPI premises to provide compliance documentation that such personnel are in compliance with the above referenced Proclamation;
7. Will provide to OSPI or AWC, upon request, Subcontractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.

**Association of Washington Cities
Service Subcontract (“Subcontract”) with**

City of Vancouver Parks, Recreation & Cultural Services
through

Summer Experiences & Enrichment for Kids Fund (SEEK Fund)
A program of the Washington Office of Superintendent of Public Instruction
(OSPI)

For

Jurisdiction Name	City of Vancouver Parks, Recreation & Cultural Services
Program Description	1. Urban Youth

Start date: April 15, 2022

End date: November 15, 2022

FACE SHEET

Subcontract Number: 22-56c

Association of Washington Cities (AWC)

Summer Experiences & Enrichment for Kids (SEEK) Fund

The Association of Washington Cities (AWC) is working in collaboration with and generally under the direction from OSPI to provide evidence-based, outdoor, summer enrichment programs to youth in K-12 (ages 4-21). Funds for this subcontract are intended to prevent, prepare for, or respond to the COVID-19 pandemic, including its impact on the social, emotional, mental health, and academic needs of students.

1. Subcontractor		2. Subcontractor Doing Business As (optional)	
3. Subcontractor Representative		4. AWC Representative Jacob Ewing Legislative Policy Analyst (360) 753-4137 jacobe@awcnet.org 1076 Franklin Street SE Olympia, WA 98501	
5. Subcontract Amount \$81,000	6. Start Date April 15, 2022	7. End Date November 15, 2022	8. Tax ID #
9. Subcontract Purpose Carry out summer activities under the OSPI SEEK program as described in Attachment A.			
AWC and the Subcontractor, as defined above, acknowledge and accept the terms of this Subcontract and attachments and have executed this Subcontract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Subcontract are governed by this Subcontract and the following other documents incorporated by reference: Subcontractor General Terms and Conditions including Attachment "A" – SEEK Application/Scope of Work; Attachment "B" – Project Costs Worksheet; Attachment "C" – Subcontractor Data Collection; Attachment (D) – Subcontractor Agent(s); Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification.			
FOR SUBCONTRACTOR _____ _____ Date		FOR Association of Washington Cities _____ _____ Date	

Last revision 11/23/2021

SEEK Funding Opportunity Subcontractor Funding Agreement

1. **SUBCONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the Subcontract contact person for all communications and billings regarding the performance of this Subcontract.

The Representative for AWC and their contact information are identified on the Face Sheet of this Subcontract.

The Representative for the Subcontractor and their contact information are identified on the Face Sheet of this Subcontract.

2. **PAYMENT**

AWC shall pay an amount not to exceed **\$81,000** for the performance of all things necessary for or incidental to the performance of work as set forth in the SEEK Application and described in Attachment A. Subcontractor's compensation for services rendered shall be based on the completion of duties as outlined in the SEEK application, in Attachment A, in accordance with the following sections.

3. **BILLING PROCEDURES AND PAYMENT**

AWC will reimburse Subcontractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for AWC not more often than monthly. Subcontractor will use the invoice form provided by AWC to request reimbursement.

The invoices shall describe and document, to AWC's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the **Subcontract Number 22-56c**. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

If errors are found in the submitted invoice or supporting documents, AWC will notify the Subcontractor to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify AWC.

Payment shall be considered timely if made by AWC within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Subcontractor.

AWC may, in its sole discretion, terminate the Subcontract or withhold payments claimed by the Subcontractor for services rendered if the Subcontractor fails to satisfactorily comply with any term or condition of this Subcontract.

No payments in advance or in anticipation of services or supplies to be provided under this Subcontract shall be made by AWC.

Duplication of Billed Costs

The Subcontractor shall not bill AWC for services performed under this Subcontract, and AWC shall not pay the Subcontractor, if the Subcontractor is entitled to payment or has been or will be paid by any other source, including grants, for that service. This does not include fees charged for summer recreation programs.

Disallowed Costs

The Subcontractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

SEEK Funding Opportunity Subcontractor Funding Agreement

Final Reimbursement and Reporting Deadline

When the project is completed the Subcontractor must submit a final invoice, final report, and supporting documents needed to close out the project no later than **October 1, 2022**.

AWC shall withhold 10 percent (10%) from each payment until acceptance by AWC of the final reporting from the Subcontractor has been submitted and verified.

4. SUBCONTRACTOR DATA COLLECTION/REPORTING REQUIREMENTS

Subcontractor will submit reports, in a form and format to be provided by AWC (See Attachment C). Data must be provided to AWC along with final billing.

5. AGENT(S)

Agent(s) in this contract refers to any third-party entity and its employees that the Subcontractor has subcontracted with to provide services funded through this agreement. The Subcontractor is responsible for ensuring that any agent complies with the provision herein.

Any of the Subcontractor's agent(s) that will provide director supervision of youth through programs funded by this contract must be listed in Attachment D – Subcontractor Agent(s) and must provide proof of insurance per Section 6 of this document.

6. INSURANCE

a. Workers' Compensation Coverage. The Subcontractor shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Subcontractor's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such workers' compensation and occupational disease requirements shall include coverage for all employees of the Subcontractor, and for all employees of any subcontract retained by the Subcontractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Subcontract. Satisfaction of these requirements shall include, but shall not be limited to:

- i. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
- ii. Purchase workers' compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;
- iii. Maintenance of a legally permitted and governmentally approved program of self-insurance for workers' compensation and occupational disease.

Except to the extent prohibited by law, the program of the Subcontractor's compliance with workers' compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against AWC, its directors, officers, and employees.

SEEK Funding Opportunity Subcontractor Funding Agreement

If the Subcontractor, or any agent retained by the Subcontractor, fails to effect and maintain a program of compliance with applicable workers' compensation and occupational disease laws, statutes, and regulations and AWC incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify AWC for such fines, payment of benefits to Subcontractor or Subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed AWC by the Subcontractor pursuant to the indemnity may be deducted from any payments owed by AWC to the Subcontractor for the performance of this Subcontract.

b. Automobile Insurance. In the event that services delivered pursuant to this Subcontract involve the use of vehicles, owned or operated by the Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

c. Business Automobile Insurance. In the event that services performed under this Subcontract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Subcontractor-owned personal vehicles are used, a Business Automobile policy covering a minimum Code 2 "owned autos only" must be secured. If the Subcontractor's employees' vehicles are used, the Subcontractor must also include under the Business Automobile policy Code 9, coverage for "non-owned autos." The minimum limits for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

d. Public Liability Insurance (General Liability). The Subcontractor shall at all times during the term of this Subcontract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Subcontract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Subcontractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by AWC, with the approval of the Subcontractor (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000

e. Local Governments that Participate in a Self-Insurance Program.

Alternatively, Subcontractors may maintain a program of self-insurance or participate in a property/liability pool with adequate limits to comply with the Subcontract insurance requirements or as is customary to the contractor or subcontractor's business, operations/industry, and the performance of its respective obligations under this Subcontract.

SEEK Funding Opportunity Subcontractor Funding Agreement

- f. Additional Insured.** The Office of Superintendent of Public Instruction, and the Association of Washington Cities, shall be specifically named as an additional insured on all policies, including Public Liability and Business Automobile, except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance.

AWC and OSPI may waive the requirement to be specially named as an additional insured on policies, including Public Liability and Business Automobile, provided that the Subcontractor provides: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pools must comply with RCW 48.62, the requirements of the Office of Risk Management and Local Government Self Insurance Program, the Washington State Auditor's reporting requirements and all related federal and state regulations.

Subcontractors participating in a joint risk pool shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The AWC and OPSI, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

- g. Proof of Insurance.** Certificates and or evidence satisfactory to the AWC confirming the existence, terms and conditions of all insurance required above shall be delivered to AWC within five (5) days of the Subcontractor's receipt of Authorization to Proceed.

- h. General Insurance Requirements.** Subcontractor shall, at all times during the term of the Subcontract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Subcontract at AWC's option. By requiring insurance herein, AWC does not represent that coverage and limits will be adequate to protect Subcontractor and such coverage and limits shall not limit Subcontractor's liability under the indemnities and reimbursements granted to AWC in this Subcontract.

Subcontractor shall include all agents of the Subcontractor as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each agent. Agent(s) must comply fully with all insurance requirements stated herein. Failure of agent(s) to comply with insurance requirements does not limit Subcontractor's liability or responsibility.

7. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Subcontract and Subcontractor General Terms and Conditions
- Attachment A – SEEK Application & Scope of Work
- Attachment B – Budget and Project Costs Worksheet
- Attachment C – Subcontractor Reporting Requirements
- Attachment D – Subcontractor Agent(s)
- Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification

SUBCONTRACTOR GENERAL TERMS AND CONDITIONS

1. **Access to Data.** In compliance with Chapter 39.26 RCW, the Subcontractor shall provide access to data generated under this Subcontract to AWC, and to the extent necessary to comply with RCW 39.26, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Subcontractor's reports, including computer models and methodology for those models.
2. **Alterations and Amendments.** This Subcontract may be amended only by mutual agreement of the parties in writing. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** In relation to this Subcontract, the Subcontractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **Assignment.** Neither this Subcontract, nor any claim arising under this Subcontract, shall be transferred or assigned by the Subcontractor without prior written consent of AWC.
5. **Assurances.** AWC and the Subcontractor agree that all activity pursuant to this Subcontract will be in accordance with all applicable current federal, state and local laws, rules and regulations.
6. **Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
7. **Budget Revisions.** Any monetary amount budgeted by the terms of this Subcontract for various activities and line item objects of expenditure, as outlined in Attachment B – Budget and Project Costs Worksheet, may be revised without prior written approval of AWC, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of AWC. Subcontractor will use the funding change request form provided by AWC to request these budget revisions.
8. **Certification Regarding Debarment, Suspension, and Ineligibility.** The Subcontractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. "Covered transactions" include procurement contracts for goods that are expected to equal or exceed twenty-five thousand dollars (\$25,000). Subcontractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking online at the System for Award Management (SAM), Excluded Parties List. The Subcontractor shall immediately notify the AWC if, during the term of this subcontract, Subcontractor becomes debarred. AWC may immediately terminate this Subcontract by providing Subcontractor written notice if Subcontractor becomes debarred during the term of this Subcontract.

SEEK Funding Opportunity Subcontractor Funding Agreement

The Subcontractor also certifies that neither it nor its principals are debarred, suspended, or proposed for debarment from participation in transactions by any state department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, or proposed for debarment from participation in covered transactions by any state department or agency.

- 9. Certification Regarding Lobbying.** The Subcontractor certifies that Federal-appropriated funds will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Subcontractor shall require its agents to certify compliance with this provision.
- 10. Certification Regarding Wage Violations.** The Subcontractor certifies that within three (3) years prior to the date of execution of this Subcontract, Subcontractor has not been determined by a final and binding citation and notice of assessment issued by the Washington 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 RCW chapters 49.46, 49.48, or 49.52.

The Subcontractor further certifies that it will remain in compliance with these requirements during the term of this Subcontract. Subcontractor will immediately notify AWC of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Subcontract.

- 11. Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Subcontractor, Subcontractor agrees to notify AWC of the change. Subcontractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.
- 12. Confidentiality.** The Subcontractor acknowledges that all of the data, material and information which originates from this Subcontract, and any student assessment data, material and information which will come into its possession in connection with performance under this Subcontract, consists of confidential data owned by AWC or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) or other privacy laws, and that the data must be secured and protected from unauthorized disclosure by the Subcontractor. The Subcontractor is wholly responsible for compliance with FERPA requirements.

The Subcontractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Subcontract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Subcontractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure or usages not specifically authorized by this Subcontract. The parties acknowledge the release of records may be subject to the Public Records Act, RCW 42.56, and further acknowledge that Washington law and court order may compel disclosure of certain records; this provision does not apply to records compelled by law or court order.

- 13. Copyright Provisions.** Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and copyright shall be owned by the

SEEK Funding Opportunity Subcontractor Funding Agreement

Superintendent of Public Instruction (Superintendent). The Superintendent shall be considered the author of such Materials. If Materials are not considered “works for hire”, Subcontractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Superintendent effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Copyright ownership includes the right to patent, register and the ability to transfer these rights.

Subcontractor understands that, except where otherwise agreed to in writing or approved by the Superintendent or designee, all original works of authorship produced under this Contract shall carry a [Creative Commons Attribution License](#), version 4.0 or later.

All Materials the Subcontractor has adapted from others’ existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Subcontractor will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If the Subcontractor would like to limit these pre-existing portions of the work to [non-commercial use](#), the [Creative Commons Attribution-NonCommercial-ShareAlike](#) license, version 4.0 or later, is acceptable for these specific sections.

The Subcontractor warrants and represents that Subcontractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

The Subcontractor shall exert all reasonable effort to advise the Superintendent, at the time of delivery of data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Superintendent shall receive prompt written notice of each notice or claim of infringement received by the Subcontractor with respect to any data delivered under this Contract. The Superintendent shall have the right to modify or remove any restrictive markings placed upon the data by the Subcontractor.

14. Covenant Against Contingent Fees. The Subcontractor warrants that no person or selling agent has been employed or retained to solicit or secure this Subcontract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Subcontractor for the purpose of securing business. AWC shall have the right, in the event of breach of this clause by the Subcontractor, to annul this Subcontract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

15. Disputes. In the event that a dispute arises under this Subcontract, the parties will use their best efforts to amicably resolve any dispute, including use of alternative dispute resolution options.

SEEK Funding Opportunity Subcontractor Funding Agreement

- 16. Duplicate Payment.** AWC shall not pay the Subcontractor, if the Subcontractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.
- 17. Entire Agreement.** This Subcontract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Subcontract shall be deemed to exist or to bind any of the parties hereto.
- 18. Ethical Conduct.** Neither the Subcontractor nor any employee or agent of the Subcontractor shall participate in the performance of any duty or service in whole or part under this Subcontract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.
- 19. Governing Law and Venue.** This Subcontract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
- 20. Indemnification.** To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless AWC and all officials, agents, and employees of AWC, from and against all claims for injuries or death arising out of or resulting from the performance of this Subcontract. "Claim" as used in this Subcontract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Subcontractor's obligation to indemnify, defend and hold harmless includes any claim by Subcontractor's agents, employees, representatives, or any subcontractor or its employees.
- Subcontractor expressly agrees to indemnify, defend, and hold harmless AWC for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Subcontractor's or its subcontractor's performance or failure to perform the Subcontract. Subcontractor's obligation to indemnify, defend, or hold harmless AWC shall not be eliminated or reduced by any actual or alleged concurrent negligence by AWC, or their agents, employees, or officials.
- Subcontractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless AWC, and their agents, employees, or officials.
- 21. Independent Capacity of the Subcontractor.** The parties intend that an independent Subcontractor relationship will be created by this Subcontract. The Subcontractor and his/her employees or agents performing under this Subcontract are not employees or agents of AWC. The Subcontractor will not hold itself out as nor claim to be an officer or employee of AWC, the Superintendent or of the state of Washington by reason hereof, nor will the Subcontractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Subcontractor.

SEEK Funding Opportunity Subcontractor Funding Agreement

- 22. Licensing and Accreditation Standards.** The Subcontractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Subcontract.
- 23. Limitation of Authority.** Only AWC or AWC's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Subcontract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Subcontract is not effective or binding unless made in writing and signed by AWC.
- 24. Non-Discrimination.** The Subcontractor shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to AWC. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Subcontractor and its agents under this Subcontract. The Subcontractor shall notify AWC immediately of any allegations, claims, disputes, or challenges made against it under non-discrimination laws, regulations, or policies, or under the Americans with Disabilities Act. In the event of the Subcontractor's noncompliance or refusal to comply with this nondiscrimination provision, this Subcontract may be rescinded, cancelled or terminated in whole or part, and the Subcontractor may be declared ineligible for further contracts with AWC.
- 25. Overpayments.** Subcontractor shall refund to AWC the full amount of any overpayment under this Subcontract within thirty (30) calendar days of written notice. If Subcontractor fails to make a prompt refund, AWC may charge Subcontractor one percent (1%) per month on the amount due until paid in full.
- 26. Public Disclosure.** Subcontractor acknowledges that AWC is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and AWC acknowledges that the Subcontractor is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Subcontract shall be a public record as defined in RCW 42.56. Any specific information that is claimed by either party to be confidential or proprietary must be clearly identified as such by that party. To the extent consistent with chapter 42.56 RCW, each party shall attempt reasonably to maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view such information, the party receiving the public records request will notify the other party of the request and the date that such records will be released to the requester unless the other party obtains a court order enjoining that disclosure. If such party fails to obtain the court order enjoining disclosure, the party receiving the records request will release the requested information on the date specified.
- 27. Publicity.** The Subcontractor agrees to submit to AWC all advertising and publicity matters relating to this Subcontract which in the AWC's judgment, AWC or the Superintendent's name can be implied or is specifically mentioned. The Subcontractor agrees not to publish or use such advertising and publicity matters without the prior written consent of AWC.

SEEK Funding Opportunity Subcontractor Funding Agreement

28. Registration with Department of Revenue. The Subcontractor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Subcontract.

29. Records Maintenance. The Subcontractor shall maintain all books, records, documents, data and other evidence relating to this Subcontract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Subcontract. Subcontractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Subcontract, shall be subject at all reasonable times to inspection, review or audit by the AWC or the Superintendent, personnel duly authorized by AWC or the Superintendent, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

30. Right of Inspection. The Subcontractor shall provide right of access to its facilities utilized under this Subcontract to AWC or any of its officers responsible for executing the terms of this Subcontract at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Subcontract on behalf of AWC. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Subcontractor's business or work hereunder.

31. Severability. The provisions of this Subcontract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

32. Subcontracting. Neither the Subcontractor nor any agent of the Subcontractor shall enter into subcontracts for any of the work contemplated under this Subcontract without obtaining prior written approval of AWC. Subcontractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Subcontract are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Subcontractor to the AWC for any breach in the performance of the Subcontractor's duties. This clause does not include contracts of employment between the Subcontractor and personnel assigned to work under this Subcontract.

If, at any time during the progress of the work, AWC determines in its sole judgment that any agent of the Subcontractor is incompetent, AWC shall notify the Subcontractor, and the Subcontractor shall take immediate steps to terminate the agent's involvement in the work. The rejection or approval by AWC of any agent or the termination of an agent shall not relieve the Subcontractor of any of its responsibilities under the Subcontract, nor be the basis for additional charges to AWC.

33. Taxes. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Subcontractor or its staff shall be the sole responsibility of the Subcontractor.

- 34. Technology Security Requirements.** The security requirements in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, which by this reference are incorporated into this agreement.

The Subcontractor acknowledges it is required to comply with WaTech Office of Chief Information Officer (OCIO) IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets. OCIO IT Security Standard 141.10, Securing Information Technology Assets, applies to all Superintendent assets stored as part of a service, application, data, system, portal, module, components or plug-in product(s) that are secured as defined by the WaTech OCIO's IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets.

As part of OCIO IT Security Standard 141.10, a design review checklist and/or other action may be required. These activities will be managed and coordinated between AWC and the Subcontractor. Any related costs to performing these activities shall be at the expense of the Subcontractor. Any such activities and resulting checklist and/or other products must be shared with AWC.

- 35. Termination for Convenience.** Except as otherwise provided in this Subcontract, the Superintendent or Superintendent's Designee may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Subcontract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Subcontractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Subcontractor. If this Subcontract is so terminated, AWC shall be liable only for payment required under the terms of the Subcontract for services rendered or goods delivered prior to the effective date of termination.

- 36. Termination for Default.** In the event AWC determines the Subcontractor has failed to comply with the conditions of this Subcontract in a timely manner, AWC has the right to suspend or terminate this Subcontract. AWC shall notify the Subcontractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Subcontract may be terminated. AWC reserves the right to suspend all or part of the Subcontract, withhold further payments, or prohibit the Subcontractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Subcontractor or a decision by AWC to terminate the Contract. In the event of termination, the Subcontractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Subcontract and the replacement or cover Subcontract and all administrative costs directly related to the replacement Subcontract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Subcontractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the AWC provided in this Subcontract are not exclusive and are in addition to any other rights and remedies provided by law.

- 37. Termination Due to Funding Limitations or Contract Renegotiation, Suspension.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Subcontract and prior to normal completion of this Subcontract, with the notice specified below and without liability for damages:

- a. At AWC's discretion, AWC may give written notice of intent to renegotiate the Subcontract under the revised funding conditions.

SEEK Funding Opportunity Subcontractor Funding Agreement

- b. At AWC's discretion, AWC may give written notice to Subcontractor to suspend performance when AWC determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Subcontractor's performance to be resumed.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When AWC determines that the funding insufficiency is resolved, it will give the Subcontractor written notice to resume performance, and Subcontractor shall resume performance.
 - (3) Upon the receipt of notice under b. (2), if Subcontractor is unable to resume performance of this Subcontract or if the Subcontractor's proposed resumption date is not acceptable to AWC and an acceptable date cannot be negotiated, AWC may terminate the Subcontract by giving written notice to the Subcontractor. The parties agree that the Subcontract will be terminated retroactive to the date of the notice of suspension. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the retroactive date of termination.
- c. AWC may immediately terminate this Subcontract by providing written notice to the Subcontractor. The termination shall be effective on the date specified in the termination notice. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the effective date of termination. No penalty shall accrue to AWC in the event the termination option in this section is exercised.
- d. For purposes of this section, "written notice" may include email.

38. Termination Procedure. Upon termination of this Subcontract the AWC, in addition to other rights provided in this Subcontract, may require the Subcontractor to deliver to AWC any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AWC shall pay to the Subcontractor the agreed upon price, if separately stated, for completed work and services accepted by AWC and the amount agreed upon by the Subcontractor and AWC for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by AWC, and (d) the protection and preservation of the property, unless the termination is for default, in which case AWC shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Subcontract. The AWC may withhold from any amounts due to the Subcontractor such sum as AWC determines to be necessary to protect AWC against potential loss or liability.

The rights and remedies of AWC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Subcontract.

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After receipt of a notice of termination, and except as otherwise directed by the Superintendent, the Subcontractor shall:

- a. Stop work under this Subcontract on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the Subcontract that is not terminated;
- c. Assign to AWC, in the manner, at the times, and to the extent directed by the AWC, all rights, title, and interest of the Subcontractor under the orders and subcontracts in which case AWC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of AWC to the extent the AWC may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to AWC and deliver, in the manner, at the times and to the extent as directed by AWC, any property which, if the Subcontract had been completed, would have been required to be furnished to AWC;
- f. Complete performance of such part of the work not terminated by AWC; and
- g. Take such action as may be necessary, or as AWC may direct, for the protection and preservation of the property related to this Subcontract which, in is in the possession of the Subcontractor and in which AWC has or may acquire an interest.

39. Treatment of Assets. Except as otherwise provided for in the Subcontract, the ownership and title to all real property and all personal property exceeding a value of \$5,000 purchased by the Subcontractor in the course of performing this Subcontract with moneys paid by the Superintendent shall vest in the Superintendent, except for supplies consumed in performing this Subcontract. The Subcontractor shall (1) maintain a current inventory of all the real and personal property; (2) label all the property "State of Washington, Superintendent of Public Instruction"; and, (3) surrender property and title to the Superintendent without charge prior to settlement upon completion, termination or cancellation of this Contract.

If any property is lost, destroyed, or damaged, the Subcontractor shall notify the Superintendent and take all reasonable steps to protect the property from further damage.

All reference to the Subcontractor under this clause shall include Subcontractor's employees and agents.

40. Waiver. A failure by either part to exercise its rights under this Subcontract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of

SEEK Funding Opportunity Subcontractor Funding Agreement

this Subcontract unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

SEEK Application & Scope of Work

Insert detailed project description as included in the Funding Opportunity application & Attach SEEK Funding Application

Urban Youth

The City of Vancouver Urban Youth program, founded in 1997, introduces underserved and at-risk young people to recreation with educational experiences in the outdoors while building self-esteem and social, leadership, and conflict resolution skills. Through a series of campouts, leadership camps, guest speakers, and hands-on community service projects, our staff use every opportunity as a teachable moment. We include outdoor labs where we introduce the youth to a variety of our natural resources, including soil, water, fish, wildlife and timber, and perform service projects such as tree plantings, stream and park cleanups, noxious weed removal, and trail maintenance. This program is targeted toward youth who otherwise would not get to experience outdoor recreation, and it connects them with nature and empowers them to learn outdoor leadership and critical life skills. The program introduces participants to the outdoors and potential career paths in forestry, community service, environmental justice and natural resources management. We do not charge the participants any fees. Vancouver's Urban Youth Program believes every activity offers a learning opportunity. This program serves middle and high school age youth, and all the camps and activities take place outdoors and are designed to promote social interaction and physical activity without being competitive. Activities are designed to teach and empower students to become successful adults with an understanding of stewardship and ownership of natural resources. Other desired results include reduced absenteeism at school and work, and fewer disciplinary issues in all areas of life. Participants keep a daily journal of what was covered, what they learned, and changes they notice within themselves. All camps end the day with a campfire – more debrief. The program goals are to: 1. Introduce youth to education and employment resources; 2. Develop self-esteem and leadership skills; 3. Build social, communication, and conflict resolution skills; 4. Perform community service and outreach; 5. Introduce outdoor education and stewardship; and 6. Identify the value of education and attendance. In 2022, Vancouver's Urban Youth program will offer four camps in the summer, each running 3-4 days, starting June 10 and ending August 18. Camps typically run from Friday evening until midday on Sunday. Leadership Camp will focus on conflict resolution, self-esteem, and communication skills, and youth will participate in a ropes challenge course. At the Outdoor Lab camp, youth will learn about soils, water, plant identification, field exercises and stream surveys, vegetation identification and inventory, and tree measurement. At Survival Camp, students learn orienteering, navigating by the stars, camp setup and break down, tent setup and take down, edible plants and insects, and First Aid/CPR training. Finally, at the Service Project Camp, youth learn the importance and value of service work by doing trail restoration activities alongside staff and volunteers from the Pacific Crest Trail Association, such as grading, removing invasive weeds, and moving gravel. This funding will enable us to recruit more staff to focus on outreach to youth who are underserved or underrepresented, as well as to grow our community partnerships, expand our capacity, and ensure we can continue to provide this program at no cost to participants.

Budget & Project Costs Worksheet

Budget (as presented in the SEEK application Project Costs Worksheet)

Project: Urban Youth

Project Costs	Summer 2022
Staff	\$42000
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) (<i>must be directly related to program being offered</i>)	\$12000
Scholarships or subsidies	\$
Transportation	\$8000
Facilities	\$7000
Professional Services (please be specific on type of service)	\$4000
Fees (such as entrance fees for field trips)	\$
**Meals	\$8000
Other (please specify)	\$
TOTAL	\$81,000

Subcontractor Reporting Requirements

Reports must contain the following information:

- Describe the K-12-aged (4 to 21) youth who participated through this program including disaggregated data about student age range, gender, race/ethnicity, FRPL status, and other student information.
- Describe the type of program funded and the geographic area served.
- Explain how the program targeted youth populations were recruited to participate.
- Explain how these funds were used to create more access to underserved and/or economically disadvantaged youth.
- What disproportionately impacted communities did the summer recreation program serve?
- Discuss program successes and challenges.

Subcontractor Agent(s)

List any Subcontractor Agent(s) that will provide director supervision of youth in a program funded through SEEK.

Name of Agent	Address

Proclamation 21-14 COVID-19 Vaccination Certification

To reduce the spread of COVID-19, Washington state Governor Jay Inslee, pursuant to emergency powers authorized in RCW 43.06.220, issued [Proclamation 21-14 – COVID-19 Vaccination Requirement \(dated August 9, 2021\)](#), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement \(dated August 20, 2021\)](#) and as amended by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement \(dated September 27, 2021\)](#), and as may be amended thereafter. The Proclamation requires contractors who have goods, services, or public works contracts with a Washington state agency to ensure that their personnel (including subcontractors and agents) who perform contract activities on-site comply with the COVID-19 vaccination requirements, unless exempted as prescribed by the Proclamation. AWC is under contract with OSPI and as such is required to meet these requirements and ensure that any subcontractors also comply.

By entering into this agreement, the Subcontractor agrees to comply as follows:

1. Has reviewed and understands Subcontractor's obligations as set forth in Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021), as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021), and as amended by Proclamation 21-14.2 – COVID-19 Vaccination Requirement (dated September 27, 2021);
2. Has developed a COVID-19 Vaccination Verification Plan for Subcontractor's personnel (including agents) that complies with the above-referenced Proclamation;
3. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
4. Complies with the requirements for granting disability and religious accommodations for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
5. Has operational procedures in place to ensure that any contract activities that occur in person and on-site at OSPI premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Subcontractor personnel (including agents) will be performed by personnel who are fully vaccinated or properly exempted as required by the above-referenced Proclamation;
6. Has operational procedures in place to enable Subcontractor personnel (including agents) who perform contract activities on-site and at OSPI premises to provide compliance documentation that such personnel are in compliance with the above referenced Proclamation;
7. Will provide to OSPI or AWC, upon request, Subcontractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.

**Association of Washington Cities
Service Subcontract (“Subcontract”) with**

City of Vancouver Parks, Recreation & Cultural Services
through

Summer Experiences & Enrichment for Kids Fund (SEEK Fund)
A program of the Washington Office of Superintendent of Public Instruction
(OSPI)

For

Jurisdiction Name	City of Vancouver Parks, Recreation & Cultural Services
Program Description	1. Youth Sports

Start date: April 15, 2022

End date: November 15, 2022

FACE SHEET

Subcontract Number: 22-56

Association of Washington Cities (AWC)

Summer Experiences & Enrichment for Kids (SEEK) Fund

The Association of Washington Cities (AWC) is working in collaboration with and generally under the direction from OSPI to provide evidence-based, outdoor, summer enrichment programs to youth in K-12 (ages 4-21). Funds for this subcontract are intended to prevent, prepare for, or respond to the COVID-19 pandemic, including its impact on the social, emotional, mental health, and academic needs of students.

1. Subcontractor		2. Subcontractor Doing Business As (optional)	
3. Subcontractor Representative		4. AWC Representative Jacob Ewing Legislative Policy Analyst (360) 753-4137 jacobe@awcnet.org 1076 Franklin Street SE Olympia, WA 98501	
5. Subcontract Amount \$18,000	6. Start Date April 15, 2022	7. End Date November 15, 2022	8. Tax ID #
9. Subcontract Purpose Carry out summer activities under the OSPI SEEK program as described in Attachment A.			
AWC and the Subcontractor, as defined above, acknowledge and accept the terms of this Subcontract and attachments and have executed this Subcontract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Subcontract are governed by this Subcontract and the following other documents incorporated by reference: Subcontractor General Terms and Conditions including Attachment "A" – SEEK Application/Scope of Work; Attachment "B" – Project Costs Worksheet; Attachment "C" – Subcontractor Data Collection; Attachment (D) – Subcontractor Agent(s); Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification.			
FOR SUBCONTRACTOR _____ _____ Date		FOR Association of Washington Cities _____ _____ Date	

Last revision 11/23/2021

SEEK Funding Opportunity Subcontractor Funding Agreement

1. **SUBCONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the Subcontract contact person for all communications and billings regarding the performance of this Subcontract.

The Representative for AWC and their contact information are identified on the Face Sheet of this Subcontract.

The Representative for the Subcontractor and their contact information are identified on the Face Sheet of this Subcontract.

2. **PAYMENT**

AWC shall pay an amount not to exceed **\$18,000** for the performance of all things necessary for or incidental to the performance of work as set forth in the SEEK Application and described in Attachment A. Subcontractor's compensation for services rendered shall be based on the completion of duties as outlined in the SEEK application, in Attachment A, in accordance with the following sections.

3. **BILLING PROCEDURES AND PAYMENT**

AWC will reimburse Subcontractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for AWC not more often than monthly. Subcontractor will use the invoice form provided by AWC to request reimbursement.

The invoices shall describe and document, to AWC's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the **Subcontract Number 22-56b**. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

If errors are found in the submitted invoice or supporting documents, AWC will notify the Subcontractor to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify AWC.

Payment shall be considered timely if made by AWC within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Subcontractor.

AWC may, in its sole discretion, terminate the Subcontract or withhold payments claimed by the Subcontractor for services rendered if the Subcontractor fails to satisfactorily comply with any term or condition of this Subcontract.

No payments in advance or in anticipation of services or supplies to be provided under this Subcontract shall be made by AWC.

Duplication of Billed Costs

The Subcontractor shall not bill AWC for services performed under this Subcontract, and AWC shall not pay the Subcontractor, if the Subcontractor is entitled to payment or has been or will be paid by any other source, including grants, for that service. This does not include fees charged for summer recreation programs.

Disallowed Costs

The Subcontractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

SEEK Funding Opportunity Subcontractor Funding Agreement

Final Reimbursement and Reporting Deadline

When the project is completed the Subcontractor must submit a final invoice, final report, and supporting documents needed to close out the project no later than **October 1, 2022**.

AWC shall withhold 10 percent (10%) from each payment until acceptance by AWC of the final reporting from the Subcontractor has been submitted and verified.

4. SUBCONTRACTOR DATA COLLECTION/REPORTING REQUIREMENTS

Subcontractor will submit reports, in a form and format to be provided by AWC (See Attachment C). Data must be provided to AWC along with final billing.

5. AGENT(S)

Agent(s) in this contract refers to any third-party entity and its employees that the Subcontractor has subcontracted with to provide services funded through this agreement. The Subcontractor is responsible for ensuring that any agent complies with the provision herein.

Any of the Subcontractor's agent(s) that will provide director supervision of youth through programs funded by this contract must be listed in Attachment D – Subcontractor Agent(s) and must provide proof of insurance per Section 6 of this document.

6. INSURANCE

a. Workers' Compensation Coverage. The Subcontractor shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Subcontractor's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such workers' compensation and occupational disease requirements shall include coverage for all employees of the Subcontractor, and for all employees of any subcontract retained by the Subcontractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Subcontract. Satisfaction of these requirements shall include, but shall not be limited to:

- i. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
- ii. Purchase workers' compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;
- iii. Maintenance of a legally permitted and governmentally approved program of self-insurance for workers' compensation and occupational disease.

Except to the extent prohibited by law, the program of the Subcontractor's compliance with workers' compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against AWC, its directors, officers, and employees.

SEEK Funding Opportunity Subcontractor Funding Agreement

If the Subcontractor, or any agent retained by the Subcontractor, fails to effect and maintain a program of compliance with applicable workers' compensation and occupational disease laws, statutes, and regulations and AWC incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify AWC for such fines, payment of benefits to Subcontractor or Subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed AWC by the Subcontractor pursuant to the indemnity may be deducted from any payments owed by AWC to the Subcontractor for the performance of this Subcontract.

b. Automobile Insurance. In the event that services delivered pursuant to this Subcontract involve the use of vehicles, owned or operated by the Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

c. Business Automobile Insurance. In the event that services performed under this Subcontract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Subcontractor-owned personal vehicles are used, a Business Automobile policy covering a minimum Code 2 "owned autos only" must be secured. If the Subcontractor's employees' vehicles are used, the Subcontractor must also include under the Business Automobile policy Code 9, coverage for "non-owned autos." The minimum limits for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

d. Public Liability Insurance (General Liability). The Subcontractor shall at all times during the term of this Subcontract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Subcontract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Subcontractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by AWC, with the approval of the Subcontractor (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000

e. Local Governments that Participate in a Self-Insurance Program.

Alternatively, Subcontractors may maintain a program of self-insurance or participate in a property/liability pool with adequate limits to comply with the Subcontract insurance requirements or as is customary to the contractor or subcontractor's business, operations/industry, and the performance of its respective obligations under this Subcontract.

SEEK Funding Opportunity Subcontractor Funding Agreement

- f. Additional Insured.** The Office of Superintendent of Public Instruction, and the Association of Washington Cities, shall be specifically named as an additional insured on all policies, including Public Liability and Business Automobile, except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance.

AWC and OSPI may waive the requirement to be specially named as an additional insured on policies, including Public Liability and Business Automobile, provided that the Subcontractor provides: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pools must comply with RCW 48.62, the requirements of the Office of Risk Management and Local Government Self Insurance Program, the Washington State Auditor's reporting requirements and all related federal and state regulations.

Subcontractors participating in a joint risk pool shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The AWC and OPSI, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

- g. Proof of Insurance.** Certificates and or evidence satisfactory to the AWC confirming the existence, terms and conditions of all insurance required above shall be delivered to AWC within five (5) days of the Subcontractor's receipt of Authorization to Proceed.

- h. General Insurance Requirements.** Subcontractor shall, at all times during the term of the Subcontract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Subcontract at AWC's option. By requiring insurance herein, AWC does not represent that coverage and limits will be adequate to protect Subcontractor and such coverage and limits shall not limit Subcontractor's liability under the indemnities and reimbursements granted to AWC in this Subcontract.

Subcontractor shall include all agents of the Subcontractor as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each agent. Agent(s) must comply fully with all insurance requirements stated herein. Failure of agent(s) to comply with insurance requirements does not limit Subcontractor's liability or responsibility.

7. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Subcontract and Subcontractor General Terms and Conditions
- Attachment A – SEEK Application & Scope of Work
- Attachment B – Budget and Project Costs Worksheet
- Attachment C – Subcontractor Reporting Requirements
- Attachment D – Subcontractor Agent(s)
- Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification

SUBCONTRACTOR GENERAL TERMS AND CONDITIONS

1. **Access to Data.** In compliance with Chapter 39.26 RCW, the Subcontractor shall provide access to data generated under this Subcontract to AWC, and to the extent necessary to comply with RCW 39.26, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Subcontractor's reports, including computer models and methodology for those models.
2. **Alterations and Amendments.** This Subcontract may be amended only by mutual agreement of the parties in writing. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** In relation to this Subcontract, the Subcontractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **Assignment.** Neither this Subcontract, nor any claim arising under this Subcontract, shall be transferred or assigned by the Subcontractor without prior written consent of AWC.
5. **Assurances.** AWC and the Subcontractor agree that all activity pursuant to this Subcontract will be in accordance with all applicable current federal, state and local laws, rules and regulations.
6. **Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
7. **Budget Revisions.** Any monetary amount budgeted by the terms of this Subcontract for various activities and line item objects of expenditure, as outlined in Attachment B – Budget and Project Costs Worksheet, may be revised without prior written approval of AWC, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of AWC. Subcontractor will use the funding change request form provided by AWC to request these budget revisions.
8. **Certification Regarding Debarment, Suspension, and Ineligibility.** The Subcontractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. "Covered transactions" include procurement contracts for goods that are expected to equal or exceed twenty-five thousand dollars (\$25,000). Subcontractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking online at the System for Award Management (SAM), Excluded Parties List. The Subcontractor shall immediately notify the AWC if, during the term of this subcontract, Subcontractor becomes debarred. AWC may immediately terminate this Subcontract by providing Subcontractor written notice if Subcontractor becomes debarred during the term of this Subcontract.

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The Subcontractor also certifies that neither it nor its principals are debarred, suspended, or proposed for debarment from participation in transactions by any state department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, or proposed for debarment from participation in covered transactions by any state department or agency.

- 9. Certification Regarding Lobbying.** The Subcontractor certifies that Federal-appropriated funds will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Subcontractor shall require its agents to certify compliance with this provision.
- 10. Certification Regarding Wage Violations.** The Subcontractor certifies that within three (3) years prior to the date of execution of this Subcontract, Subcontractor has not been determined by a final and binding citation and notice of assessment issued by the Washington 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 RCW chapters 49.46, 49.48, or 49.52.

The Subcontractor further certifies that it will remain in compliance with these requirements during the term of this Subcontract. Subcontractor will immediately notify AWC of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Subcontract.

- 11. Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Subcontractor, Subcontractor agrees to notify AWC of the change. Subcontractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.
- 12. Confidentiality.** The Subcontractor acknowledges that all of the data, material and information which originates from this Subcontract, and any student assessment data, material and information which will come into its possession in connection with performance under this Subcontract, consists of confidential data owned by AWC or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) or other privacy laws, and that the data must be secured and protected from unauthorized disclosure by the Subcontractor. The Subcontractor is wholly responsible for compliance with FERPA requirements.

The Subcontractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Subcontract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Subcontractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure or usages not specifically authorized by this Subcontract. The parties acknowledge the release of records may be subject to the Public Records Act, RCW 42.56, and further acknowledge that Washington law and court order may compel disclosure of certain records; this provision does not apply to records compelled by law or court order.

- 13. Copyright Provisions.** Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and copyright shall be owned by the

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Superintendent of Public Instruction (Superintendent). The Superintendent shall be considered the author of such Materials. If Materials are not considered “works for hire”, Subcontractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Superintendent effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Copyright ownership includes the right to patent, register and the ability to transfer these rights.

Subcontractor understands that, except where otherwise agreed to in writing or approved by the Superintendent or designee, all original works of authorship produced under this Contract shall carry a [Creative Commons Attribution License](#), version 4.0 or later.

All Materials the Subcontractor has adapted from others’ existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Subcontractor will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If the Subcontractor would like to limit these pre-existing portions of the work to [non-commercial use](#), the [Creative Commons Attribution-NonCommercial-ShareAlike](#) license, version 4.0 or later, is acceptable for these specific sections.

The Subcontractor warrants and represents that Subcontractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

The Subcontractor shall exert all reasonable effort to advise the Superintendent, at the time of delivery of data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Superintendent shall receive prompt written notice of each notice or claim of infringement received by the Subcontractor with respect to any data delivered under this Contract. The Superintendent shall have the right to modify or remove any restrictive markings placed upon the data by the Subcontractor.

- 14. Covenant Against Contingent Fees.** The Subcontractor warrants that no person or selling agent has been employed or retained to solicit or secure this Subcontract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Subcontractor for the purpose of securing business. AWC shall have the right, in the event of breach of this clause by the Subcontractor, to annul this Subcontract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.
- 15. Disputes.** In the event that a dispute arises under this Subcontract, the parties will use their best efforts to amicably resolve any dispute, including use of alternative dispute resolution options.

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- 16. Duplicate Payment.** AWC shall not pay the Subcontractor, if the Subcontractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.
- 17. Entire Agreement.** This Subcontract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Subcontract shall be deemed to exist or to bind any of the parties hereto.
- 18. Ethical Conduct.** Neither the Subcontractor nor any employee or agent of the Subcontractor shall participate in the performance of any duty or service in whole or part under this Subcontract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.
- 19. Governing Law and Venue.** This Subcontract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
- 20. Indemnification.** To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless AWC and all officials, agents, and employees of AWC, from and against all claims for injuries or death arising out of or resulting from the performance of this Subcontract. "Claim" as used in this Subcontract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Subcontractor's obligation to indemnify, defend and hold harmless includes any claim by Subcontractor's agents, employees, representatives, or any subcontractor or its employees.
- Subcontractor expressly agrees to indemnify, defend, and hold harmless AWC for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Subcontractor's or its subcontractor's performance or failure to perform the Subcontract. Subcontractor's obligation to indemnify, defend, or hold harmless AWC shall not be eliminated or reduced by any actual or alleged concurrent negligence by AWC, or their agents, employees, or officials.
- Subcontractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless AWC, and their agents, employees, or officials.
- 21. Independent Capacity of the Subcontractor.** The parties intend that an independent Subcontractor relationship will be created by this Subcontract. The Subcontractor and his/her employees or agents performing under this Subcontract are not employees or agents of AWC. The Subcontractor will not hold itself out as nor claim to be an officer or employee of AWC, the Superintendent or of the state of Washington by reason hereof, nor will the Subcontractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Subcontractor.

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- 22. Licensing and Accreditation Standards.** The Subcontractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Subcontract.
- 23. Limitation of Authority.** Only AWC or AWC's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Subcontract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Subcontract is not effective or binding unless made in writing and signed by AWC.
- 24. Non-Discrimination.** The Subcontractor shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to AWC. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Subcontractor and its agents under this Subcontract. The Subcontractor shall notify AWC immediately of any allegations, claims, disputes, or challenges made against it under non-discrimination laws, regulations, or policies, or under the Americans with Disabilities Act. In the event of the Subcontractor's noncompliance or refusal to comply with this nondiscrimination provision, this Subcontract may be rescinded, cancelled or terminated in whole or part, and the Subcontractor may be declared ineligible for further contracts with AWC.
- 25. Overpayments.** Subcontractor shall refund to AWC the full amount of any overpayment under this Subcontract within thirty (30) calendar days of written notice. If Subcontractor fails to make a prompt refund, AWC may charge Subcontractor one percent (1%) per month on the amount due until paid in full.
- 26. Public Disclosure.** Subcontractor acknowledges that AWC is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and AWC acknowledges that the Subcontractor is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Subcontract shall be a public record as defined in RCW 42.56. Any specific information that is claimed by either party to be confidential or proprietary must be clearly identified as such by that party. To the extent consistent with chapter 42.56 RCW, each party shall attempt reasonably to maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view such information, the party receiving the public records request will notify the other party of the request and the date that such records will be released to the requester unless the other party obtains a court order enjoining that disclosure. If such party fails to obtain the court order enjoining disclosure, the party receiving the records request will release the requested information on the date specified.
- 27. Publicity.** The Subcontractor agrees to submit to AWC all advertising and publicity matters relating to this Subcontract which in the AWC's judgment, AWC or the Superintendent's name can be implied or is specifically mentioned. The Subcontractor agrees not to publish or use such advertising and publicity matters without the prior written consent of AWC.

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28. Registration with Department of Revenue. The Subcontractor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Subcontract.

29. Records Maintenance. The Subcontractor shall maintain all books, records, documents, data and other evidence relating to this Subcontract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Subcontract. Subcontractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Subcontract, shall be subject at all reasonable times to inspection, review or audit by the AWC or the Superintendent, personnel duly authorized by AWC or the Superintendent, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

30. Right of Inspection. The Subcontractor shall provide right of access to its facilities utilized under this Subcontract to AWC or any of its officers responsible for executing the terms of this Subcontract at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Subcontract on behalf of AWC. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Subcontractor's business or work hereunder.

31. Severability. The provisions of this Subcontract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

32. Subcontracting. Neither the Subcontractor nor any agent of the Subcontractor shall enter into subcontracts for any of the work contemplated under this Subcontract without obtaining prior written approval of AWC. Subcontractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Subcontract are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Subcontractor to the AWC for any breach in the performance of the Subcontractor's duties. This clause does not include contracts of employment between the Subcontractor and personnel assigned to work under this Subcontract.

If, at any time during the progress of the work, AWC determines in its sole judgment that any agent of the Subcontractor is incompetent, AWC shall notify the Subcontractor, and the Subcontractor shall take immediate steps to terminate the agent's involvement in the work. The rejection or approval by AWC of any agent or the termination of an agent shall not relieve the Subcontractor of any of its responsibilities under the Subcontract, nor be the basis for additional charges to AWC.

33. Taxes. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Subcontractor or its staff shall be the sole responsibility of the Subcontractor.

SEEK Funding Opportunity Subcontractor Funding Agreement

- 34. Technology Security Requirements.** The security requirements in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, which by this reference are incorporated into this agreement.

The Subcontractor acknowledges it is required to comply with WaTech Office of Chief Information Officer (OCIO) IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets. OCIO IT Security Standard 141.10, Securing Information Technology Assets, applies to all Superintendent assets stored as part of a service, application, data, system, portal, module, components or plug-in product(s) that are secured as defined by the WaTech OCIO's IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets.

As part of OCIO IT Security Standard 141.10, a design review checklist and/or other action may be required. These activities will be managed and coordinated between AWC and the Subcontractor. Any related costs to performing these activities shall be at the expense of the Subcontractor. Any such activities and resulting checklist and/or other products must be shared with AWC.

- 35. Termination for Convenience.** Except as otherwise provided in this Subcontract, the Superintendent or Superintendent's Designee may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Subcontract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Subcontractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Subcontractor. If this Subcontract is so terminated, AWC shall be liable only for payment required under the terms of the Subcontract for services rendered or goods delivered prior to the effective date of termination.

- 36. Termination for Default.** In the event AWC determines the Subcontractor has failed to comply with the conditions of this Subcontract in a timely manner, AWC has the right to suspend or terminate this Subcontract. AWC shall notify the Subcontractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Subcontract may be terminated. AWC reserves the right to suspend all or part of the Subcontract, withhold further payments, or prohibit the Subcontractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Subcontractor or a decision by AWC to terminate the Contract. In the event of termination, the Subcontractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Subcontract and the replacement or cover Subcontract and all administrative costs directly related to the replacement Subcontract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Subcontractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the AWC provided in this Subcontract are not exclusive and are in addition to any other rights and remedies provided by law.

- 37. Termination Due to Funding Limitations or Contract Renegotiation, Suspension.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Subcontract and prior to normal completion of this Subcontract, with the notice specified below and without liability for damages:

- a. At AWC's discretion, AWC may give written notice of intent to renegotiate the Subcontract under the revised funding conditions.

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- b. At AWC's discretion, AWC may give written notice to Subcontractor to suspend performance when AWC determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Subcontractor's performance to be resumed.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When AWC determines that the funding insufficiency is resolved, it will give the Subcontractor written notice to resume performance, and Subcontractor shall resume performance.
 - (3) Upon the receipt of notice under b. (2), if Subcontractor is unable to resume performance of this Subcontract or if the Subcontractor's proposed resumption date is not acceptable to AWC and an acceptable date cannot be negotiated, AWC may terminate the Subcontract by giving written notice to the Subcontractor. The parties agree that the Subcontract will be terminated retroactive to the date of the notice of suspension. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the retroactive date of termination.
- c. AWC may immediately terminate this Subcontract by providing written notice to the Subcontractor. The termination shall be effective on the date specified in the termination notice. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the effective date of termination. No penalty shall accrue to AWC in the event the termination option in this section is exercised.
- d. For purposes of this section, "written notice" may include email.

38. Termination Procedure. Upon termination of this Subcontract the AWC, in addition to other rights provided in this Subcontract, may require the Subcontractor to deliver to AWC any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AWC shall pay to the Subcontractor the agreed upon price, if separately stated, for completed work and services accepted by AWC and the amount agreed upon by the Subcontractor and AWC for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by AWC, and (d) the protection and preservation of the property, unless the termination is for default, in which case AWC shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Subcontract. The AWC may withhold from any amounts due to the Subcontractor such sum as AWC determines to be necessary to protect AWC against potential loss or liability.

The rights and remedies of AWC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Subcontract.

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After receipt of a notice of termination, and except as otherwise directed by the Superintendent, the Subcontractor shall:

- a. Stop work under this Subcontract on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the Subcontract that is not terminated;
- c. Assign to AWC, in the manner, at the times, and to the extent directed by the AWC, all rights, title, and interest of the Subcontractor under the orders and subcontracts in which case AWC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of AWC to the extent the AWC may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to AWC and deliver, in the manner, at the times and to the extent as directed by AWC, any property which, if the Subcontract had been completed, would have been required to be furnished to AWC;
- f. Complete performance of such part of the work not terminated by AWC; and
- g. Take such action as may be necessary, or as AWC may direct, for the protection and preservation of the property related to this Subcontract which, in is in the possession of the Subcontractor and in which AWC has or may acquire an interest.

39. Treatment of Assets. Except as otherwise provided for in the Subcontract, the ownership and title to all real property and all personal property exceeding a value of \$5,000 purchased by the Subcontractor in the course of performing this Subcontract with moneys paid by the Superintendent shall vest in the Superintendent, except for supplies consumed in performing this Subcontract. The Subcontractor shall (1) maintain a current inventory of all the real and personal property; (2) label all the property "State of Washington, Superintendent of Public Instruction"; and, (3) surrender property and title to the Superintendent without charge prior to settlement upon completion, termination or cancellation of this Contract.

If any property is lost, destroyed, or damaged, the Subcontractor shall notify the Superintendent and take all reasonable steps to protect the property from further damage.

All reference to the Subcontractor under this clause shall include Subcontractor's employees and agents.

40. Waiver. A failure by either part to exercise its rights under this Subcontract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of

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this Subcontract unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

SEEK Application & Scope of Work

Insert detailed project description as included in the Funding Opportunity application & Attach SEEK Funding Application

Youth Sports

Vancouver Parks, Recreation & Cultural Services offers exciting summer sports camps and clinics at four locations throughout our community. This Youth Sports program serves participants ages 4-10, who are in greatest need of structured supervision. Additional funding will enable us to expand our capacity from 150 students to up to 200 students daily. Program participants will engage in social connection and physical activities. Scholarships will help fill the gap to make programs affordable and accessible. Vancouver's Youth Sports program promotes physical activity to ensure all students are active and feel included. Our program is designed to spark curiosity and help campers learn and gain confidence! Campers will participate in safe, well-organized group activities, helping provide a return to normalcy. Our Youth Sports camps and clinics allow families who have struggled with childcare needs to have a safe, enriching place for their children to experience physical activity during the workday, with most of our offerings taking place outdoors. Soccer skills clinics allow all players an age-appropriate level of training in an environment that is challenging, exciting, rewarding, but most importantly FUN to promote social emotional well-being. As individual skills are gained, the rest of the game becomes easier both to teach and learn. Each session is built around facilitating the development of the skills necessary to move and control the ball well and to be prepared for league play. These clinics meet for 1 hour outside each week for 6 weeks. The youth sport camps introduce the fundamentals of sports through positive games, drills, and scrimmages in a non-competitive environment. Social connections are acquired as participants develop communication skills, work together, cheer each other on, and share ideas. Soccer, track, and all sport camps are conducted outdoors except for basketball camps, which run indoors. Camps are 1-3 hours, meeting for 5 days with weekly registrations. We offer a scholarship program that defers 50% of the cost for camps and clinics. This can be used throughout the summer for as many weeks as families need. To date, approximately \$5,000 in registration fees have been deferred for Vancouver summer camps. Our Sports camps and clinics serve ages 4-10. Our Sports camps will run from June 27 to August 19. Our Soccer Skills Clinics will run from June 11 to August 19. SEEK program funds will allow us to increase our Youth Sports capacity as COVID space restrictions are eliminated, while ensuring scholarships are not limited.

Budget & Project Costs Worksheet

Budget (as presented in the SEEK application Project Costs Worksheet)

Project: Youth Sports

Project Costs	Summer 2022
Staff	\$15000
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) (<i>must be directly related to program being offered</i>)	\$3000
Scholarships or subsidies	\$
Transportation	\$
Facilities	\$
Professional Services (please be specific on type of service)	\$
Fees (such as entrance fees for field trips)	\$
**Meals	\$
Other (please specify)	\$
TOTAL	\$18000

Subcontractor Reporting Requirements

Reports must contain the following information:

- Describe the K-12-aged (4 to 21) youth who participated through this program including disaggregated data about student age range, gender, race/ethnicity, FRPL status, and other student information.
- Describe the type of program funded and the geographic area served.
- Explain how the program targeted youth populations were recruited to participate.
- Explain how these funds were used to create more access to underserved and/or economically disadvantaged youth.
- What disproportionately impacted communities did the summer recreation program serve?
- Discuss program successes and challenges.

Subcontractor Agent(s)

List any Subcontractor Agent(s) that will provide director supervision of youth in a program funded through SEEK.

Name of Agent	Address

Proclamation 21-14 COVID-19 Vaccination Certification

To reduce the spread of COVID-19, Washington state Governor Jay Inslee, pursuant to emergency powers authorized in RCW 43.06.220, issued [Proclamation 21-14 – COVID-19 Vaccination Requirement \(dated August 9, 2021\)](#), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement \(dated August 20, 2021\)](#) and as amended by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement \(dated September 27, 2021\)](#), and as may be amended thereafter. The Proclamation requires contractors who have goods, services, or public works contracts with a Washington state agency to ensure that their personnel (including subcontractors and agents) who perform contract activities on-site comply with the COVID-19 vaccination requirements, unless exempted as prescribed by the Proclamation. AWC is under contract with OSPI and as such is required to meet these requirements and ensure that any subcontractors also comply.

By entering into this agreement, the Subcontractor agrees to comply as follows:

1. Has reviewed and understands Subcontractor's obligations as set forth in Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021), as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021), and as amended by Proclamation 21-14.2 – COVID-19 Vaccination Requirement (dated September 27, 2021);
2. Has developed a COVID-19 Vaccination Verification Plan for Subcontractor's personnel (including agents) that complies with the above-referenced Proclamation;
3. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
4. Complies with the requirements for granting disability and religious accommodations for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
5. Has operational procedures in place to ensure that any contract activities that occur in person and on-site at OSPI premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Subcontractor personnel (including agents) will be performed by personnel who are fully vaccinated or properly exempted as required by the above-referenced Proclamation;
6. Has operational procedures in place to enable Subcontractor personnel (including agents) who perform contract activities on-site and at OSPI premises to provide compliance documentation that such personnel are in compliance with the above referenced Proclamation;
7. Will provide to OSPI or AWC, upon request, Subcontractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.



Staff Report 036-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/21/2022
4/4/2022

SUBJECT Extending the 2021-2022 refund process for business license surcharge fees for eligible businesses for 4/1/2022 – 12/31/2022

Key Points

- Effective 4/1/2020 through 3/31/2021, Council authorized business license and surcharge fee suspension for all businesses due to the public health threat posed by the sudden outbreak of the novel coronavirus (COVID-19). The City worked with its partner at the Washington State Department of Revenue Business Licensing Service (BLS) to suspend fees during the eligible time period and to refund those already been paid for that year.
- From 4/1/2021 through 3/31/2022, Council authorized a business license surcharge fee refund process for eligible businesses in industries most severely impacted by COVID-19 pandemic.
- If adopted, this ordinance would extend the business license surcharge fee refund process for one additional year from 4/1/2022 through 12/31/2022.

Strategic Plan Alignment

Build the strongest, most resilient economy in the region.

Present Situation

The City generates approximately \$5.5 million annually from the business license fee and surcharge program. The revenue is dedicated to funding existing police officer positions and finding the increase level of street pavement management program. Pandemic-related restrictions on business activity in certain industries has continued over the past year and will likely continue for a number of months with adverse impacts to business viability in those industries.

The City desires to financially support businesses that have traditionally served large numbers of consumers indoors, simultaneously. These businesses are among those most severely impacted by the pandemic, are likely to remain subject to some of the longest restrictions, and are particularly well-situated to utilize the business license surcharge savings to support increased consumer safety.

If passed, effective 4/1/2022, all businesses will be required to continue registration and payment of City business license fees through Washington State Department of Licensing.

From 4/1/2022, through 12/31/2022, businesses in several eligible categories will receive a refund from the City for 2022 fees and surcharges already paid. Eligible businesses will be required to complete a COV BLS Refund application form to receive the refund. The State of Washington's application processing system has limited flexibility and cannot accommodate significant deviations from the current program. Refund applications will, therefore, be processed manually by the City of Vancouver Business License division in the Finance department.

The eligibility for this program targets businesses that have traditionally served large numbers of consumers indoors, simultaneously. Specifically:

- Restaurants, Taverns, Breweries, Wineries and Distilleries;
- Fitness and Training Facilities;
- Movie Theatres, Theaters & Performing Arts; and
- Bowling Facilities.

These businesses are among those most severely impacted by the pandemic, are likely to remain subject to some of the longest restrictions and are particularly well-situated to utilize BLS savings to support increased consumer safety.

Advantage(s)

1. Support local businesses in most negatively impacted by the pandemic industries.

Disadvantage(s)

1. Reduce revenues to the City of Vancouver.

Budget Impact

It is estimated that City revenues will have a one-time negative impact of approximately \$500 thousand from implementation of this refund program.

Prior Council Review

Last workshop held March 8, 2021.

Action Requested

On Monday, March 21, 2022, approve ordinance on first reading, setting date of second reading and public hearing for Monday, April 4, 2022.

Natasha Ramras, Chief Financial Officer, 360-487-8484; Patrick Quinton, Economic Development Director, 360-487-7845

ATTACHMENTS:

- ▣ Ordinance

03/21/22
04/04/22

ORDINANCE NO. _____

AN ORDINANCE regarding the Business License Fee Surcharge (VMC 5.04.095) program; providing for refunds of the business license fee surcharge for new business license applications and annual license renewals for eligible businesses; providing for implementation of such refund program; defining eligibility criteria; providing for an immediate effective date; and providing for a sunset date on December 31, 2022.

WHEREAS the City adopted the employee business license fee surcharge codified at VMC Chapter 5.04.095 in 2006 by Ordinance M-4192, which has been subsequently amended by Ordinances M-4109 (2014), M-4140 (2015), M-4192 (2017), M-4239 (2018), and

WHEREAS, on March 13, 2020, the City of Vancouver declared a civil emergency pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, and Vancouver Municipal Code Chapter 2.12, due to the public health threat posed by sudden outbreak of the novel coronavirus (COVID-19), and Declaration of Civil Emergency No. 2020-01 was ratified and affirmed by Resolution M-4061 (2020); and

WHEREAS, Ordinance M-4293 (2020) suspended the business license fee and business license surcharge fee for all business license renewals and new business license applications from April 1, 2020 through March 31, 2021; and

ORDINANCE - 1

WHEREAS, Ordinance M-4333 (2021) established a refund program for the business license fee surcharge for new business license applications and annual license renewals for eligible businesses, defined such eligibility criteria, and provided for implementation of such refund program from April 1, 2020 through March 31, 2021; and

WHEREAS, since implementation of the business license fee surcharge refund program, the COVID-19 pandemic has continued to cause a global economic slowdown, resulting in reductions in business activity and continues to adversely impact certain sectors of the local business community that supports the City's economic vitality; and

WHEREAS, the City Council of the City of Vancouver desires to help mitigate the severe adverse financial impacts experienced by businesses most impacted by the current pandemic, and protect the health and safety of consumers, by offering a refund program in business license surcharge for eligible businesses. Specifically, businesses in industries most severely impacted by the pandemic, that have traditionally served large numbers of consumers indoors, simultaneously. Those businesses are likely to remain subject to some of the longest restrictions, and are particularly well-situated to utilize the business license fee surcharge savings to support increased consumer safety.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Creation of a Refund Program of the Business License Fee Surcharge for Eligible Businesses. The Vancouver City Council hereby adopts the recitals set forth above and those contained in SR _____ in support this Ordinance.

Section 2. Refund of the Business License Fee Surcharge for Eligible Businesses. The business license fee surcharge adopted by Ordinance M-3774, which was last amended by

ORDINANCE - 2

Ordinance M-4239 and is codified at Vancouver Municipal Code 5.04.095, shall be refunded to Eligible Businesses submitting new business license applications or renewing their city business licenses as specified herein.

Section 3. Eligibility Criteria. An “Eligible Business” qualified for the refund program set forth herein is one that (1) belongs to one of the eligible industries listed in Section 3(A), (2) has paid the business license base fee and business license fee surcharge; and (3) follows the refund request process set forth in Section 3(B).

A. Eligible Industries. The following businesses are eligible to participate in the program:

- i. **Restaurants, Taverns, Breweries, Wineries and Distilleries** subject to the Washington State Guidance Document entitled “Eating and Drinking Establishment COVID-19 Requirements” as updated on March 5, 2021, a copy of which is attached as Exhibit A and incorporated by this reference as if set forth fully herein;
- ii. **Fitness and Training Facilities** subject to the Washington State Guidance Document entitled “Fitness and Training COVID-19 Requirements” as updated in January 2021, a copy of which is attached as Exhibit B and incorporated by this reference as if set forth fully herein;
- iii. **Movie Theaters** subject to the Washington State Guidance Document entitled “Movie Theaters COVID-19 Requirements” as updated February 1, 2021, a copy of which is attached as Exhibit C and incorporated by this reference as if set forth fully herein;
- iv. **Theaters & Performing Arts Facilities** subject to the Washington State Guidance Document entitled “Theater & Performing Arts COVID-19

Requirements” as updated in January 11, 2021, a copy of which is attached as Exhibit D and incorporated by this reference as if set forth fully herein; and

- v. **Bowling Facilities** subject to the Washington State Guidance Document entitled “Bowling COVID-19 Requirements” as updated in January 2021, a copy of which is attached as Exhibit E and incorporated by this reference as if set forth fully herein.

B. Refund Request Process. The business license fee and business license fee surcharge applicable for April 1, 2022- December 31, 2022 shall be paid to the Washington State Department of Revenue Business Licensing Service. Eligible Businesses can then request a refund for the business license surcharge fees paid directly from the City of Vancouver Business License Division in the Finance department by filling out the Refund Request form. Requests for refunds must be received by the City of Vancouver Business License Division on or before December 31, 2022.

Section 4. Effective date. This Ordinance is necessary in furtherance of an emergency and shall become effective immediately upon passage.

Section 5. All provisions of this ordinance will sunset on December 31, 2022.

Thereafter, the provisions of this Ordinance shall be given no further force of effect.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

ORDINANCE - 4

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2022.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

ORDINANCE - 5

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE regarding the Business License Fee Surcharge (VMC 5.04.095) program; providing for refunds of the business license fee surcharge for new business license applications and annual license renewals for eligible businesses; providing for implementation of such refund program; defining eligibility criteria; providing for an immediate effective date; and providing for a sunset date on December 31, 2022.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

Exhibit A

Eating and Drinking Establishment COVID-19 Requirements

Eating and Drinking Establishment COVID-19 Requirements

Summary of March 5, 2021 changes:

1. Renames this guidance document from Restaurant, Tavern, Brewery, Winery and Distillery to Eating and Drinking Establishment.
2. Includes night clubs in the list of business types included in this guidance.
3. Clarifies food is required to be offered at these businesses.
4. Clarifies while some live entertainment is permitted pursuant to the theater and performing arts guidance document, dancing is prohibited.

Summary of January 11, 2021 changes:

1. Phase 1: Restaurants and Bars are closed for indoor dine-in service. Outdoor and open-air dining and to-go service are permitted, provided that all outdoor/open-air dining must comply with the requirements of the Outdoor and Open-air Seating Guidance [here](#).
2. Phase 2: Indoor seating is permitted at 25% capacity as long as long as physical distance between customers at adjacent tables can be achieved.
3. For all phases:
 - Table size for is limited to a maximum of six (6) people with a maximum of two households per table.
 - Alcohol service is prohibited after 11 pm (food service may continue past 11 pm).

Eating and drinking establishments must adopt a written procedure that is at least as strict as the requirements in this document and that complies with the appropriate safety and health requirements and guidelines established by the Washington State Department of Labor & Industries and the Washington State Department of Health.

For purposes of this document an eating and drinking establishment includes, but is not limited to, restaurants, cafes, food courts, breweries, brewpubs, taverns, wine bars, wineries, distilleries, tasting rooms, private clubs and night clubs, or other establishments where food is offered/sold.

Prior to recommencing on-site services, all business owners are required to develop at each establishment, a comprehensive COVID-19 exposure control, mitigation, and recovery plan which must be adhered to. A site-specific COVID-19 monitor shall be designated at each location to monitor the health of individuals and enforce the COVID-19 job site safety plan. A copy of the plan must be available at all locations and available for inspection by state and local authorities. Failure to meet this requirement may result in sanctions up to, and including, license suspension.

All eating and drinking establishments can refer to [Department of Health guidance](#) for additional recommendations.

Phase 1

1. Indoor seating is prohibited. Outdoor and open-air seating and to-go service are permitted, provided that all outdoor/open-air dining must comply with the requirements of the Outdoor and Open-air Seating Guidance [here](#).
2. For liquor licensees who want to add outdoor seating to their premises, please go to the Washington State Liquor and Cannabis Board (WSLCB) website, [here](#), to access the Liquor Alterations Request Form. Please submit completed forms to liquoralterations@lcb.wa.gov.

Phase 2

3. Indoor seating is permitted at 25% capacity if physical distance between individuals sitting at adjacent tables (as noted below) can be achieved. This includes food courts.

All Phases

4. Liquor licensees must offer food service. Food may be sold or provided free-of-charge in at least one of the following ways:
 - a. Onsite food: At a minimum, food service should include a combination of small serving food items such as a mix of hors d'oeuvre type foods, cheeses, fruits, vegetables, deli-style meats, chips, pretzels, nuts, popcorn, crackers, or similar items. Food may be prepackaged for individual sale and consumption or prepared off-site for plating for the customer.
 - b. Offsite food: Customers may bring food from an outside business. The liquor licensee must post in a visible place, a list of multiple local restaurants or food trucks where customers can purchase food during hours of operation. The list shall include names, addresses, contact information, and hours of operation for each restaurant or food truck named.
5. Table size is limited to a maximum of six (6) people and a maximum of two (2) households.
6. Tables must be placed so that customers at adjacent tables are seated a minimum of 6 feet away from each other, or there must be a physical barrier or wall at least standing height tall separating booths or tables.
7. If the establishment does not offer table service (i.e. wait staff), they must have protocols in place to ensure adequate social distancing at food and/or drink pick-up stations, and within their seating area.
8. Alcohol service, delivery, and consumption, including beer, wine, and spirits, must end at 11:00 p.m. Food service may continue past 11 pm.
9. No bar area seating is permitted. This is the area with a bar table/counter where patrons sit or stand side-by-side. If an establishment has bar area seating it must be closed off to prohibit use. Counter-style seating is permitted in other areas of the establishment (indoors or outdoors). Six feet of distance is required between other tables.
10. Customers must wear a face covering anytime they are not actively eating or drinking. This includes when arriving or leaving, while going to the restroom, and while they are seated at tables and talking.
11. Single use menus or reusable menus that are sanitized after each use are required.
12. Minimize the number of staff serving any given table. It is strongly recommended that one staff person take a table's order, bring all of their beverages/food/utensils, take their payment, etc.
13. Hand sanitizer should be available at entry for all staff and patrons (assuming supply availability).

14. Any condiments typically left on the table (ketchup, soy sauce, etc.) must be single-use or sanitized after each use.
15. Buffets and salad bars are permitted and must follow [Department of Health guidance](#).
16. All establishments must have implemented a plan to ensure proper physical distancing in lobby/waiting areas/payment counters.
17. Standing is prohibited in any area of the establishment, except when engaging in allowable entertainment activities or while in the lobby/waiting area. In these instances, 6 feet of distance between patrons must be maintained.
18. Please see [Indoor Entertainment Guidance](#) for allowable activities such as darts, billiards, and arcade games, etc.
19. Please see [Theater and Performing Arts Guidance](#) for allowable live entertainment. Dancing is prohibited.

Safety and Health Requirements

All eating and drinking establishment owners have a general obligation to maintain a safe and healthy workplace in accordance with state and federal law and safety and health rules for a variety of workplace hazards. Employers must specifically ensure operations follow the main Labor & Industries COVID-19 requirements to protect workers. COVID-19 workplace and safety requirements can be found [here](#).

Additional information is available at [Novel Coronavirus Outbreak \(COVID-19\) Resources](#) and [Paid Leave under the Washington Family Care Act and the Families First Coronavirus Response Act](#).

Exhibit B

Fitness and Training COVID-19 Requirements

Fitness and Training COVID-19 Requirements

Summary of changes in the January 2021 update:

- New phase 1 and 2 requirements detailed; some fitness and training activities reopened with new restrictions and new occupancy calculations.
- Outdoor fitness classes and non-staffed fitness facilities added to the guidelines.
- Several indoor sporting activities removed from this document and added to the [Professional Sports and Other Sporting Activities](#), document, including gymnastics, non-contact dance, non-contact cheer, climbing, tennis, volleyball, basketball, and soccer.
- Safety and health requirements updated to current language at the end of the document.

Included here:

Staffed indoor fitness studios, individual sports and fitness training, group fitness, gyms, and multi-use indoor fitness facilities providing private instruction and access to personal fitness training and/or specialized equipment, including but not limited to weight and resistance training, cardio exercise equipment, martial arts without contact, yoga, squash and racquetball and similar personal training, group training, or independent fitness services.

Unstaffed indoor fitness facilities in locations such as hotels and apartment buildings.

Outdoor group fitness classes.

Not included here:

Pools. Pool and water recreation facilities should follow the [Department of Health's COVID-19 guidance for staffed pools](#) and the [Governor's Phased Guidance for water recreation](#).

Indoor or outdoor sporting activities such as gymnastics, non-contact dance, non-contact cheer, martial arts with contact including competitions, climbing, tennis, volleyball, basketball and soccer. Except as otherwise specified in this guidance, indoor and outdoor competitive sporting activities, such as professional, amateur, or organized team sports and outdoor group fitness classes should follow the guidance for [Professional Sports and Other Sporting Activities](#).

All indoor fitness training facilities operating must adopt a written procedure for employee safety and customer interaction that is at least as strict as this procedure and complies with the safety and health requirements below.

No business may operate until it can meet and maintain all the requirements in this document, including providing materials, schedules and equipment required to comply. Additional considerations may be adopted, as appropriate.

Limited Use of Facility and Business Adaptations

Access to indoor fitness and training facilities is limited by the size of the facility:

Phase 1:

- All facilities must calculate allowable customer occupancy by dividing the room size or available floor space by 500 square feet per person.
- The minimum 500 square feet per person occupancy must be calculated and enforced by the

facility for every room in a facility where indoor fitness and training occurs. Each room where indoor fitness and training occurs must be monitored to ensure the 500 square feet per person maximum occupancy is not exceeded.

- Face coverings are required at all times.
- Individuals may use the facilities for less than an hour at a time. One-on-one instruction and group instruction classes limited less than an hour at a time. Capacity determined by square footage per person.
- Stationary fitness equipment must be arranged such that users are not facing each other, regardless of the distance between users.
- Squash and racquetball courts open only for individual use and facilities must allow 30 minutes of non-use between each session.
- Outdoor group fitness classes limited to a maximum of 20 participants per class at a time in stable cohorts of 5. Face coverings required at all times. Outdoor structures, in order to be considered outdoors, should have no more than two walls to provide appropriate ventilation unless they meet this ventilation requirement; structures can have three walls if another opening exists that is large enough to create cross ventilation. For detailed guidelines please consult [Open Air and Outdoor Seating requirements](#).
- Unstaffed indoor fitness facilities (examples include apartment and hotel fitness centers) allowed one user per room, scheduled in advance, face coverings required, use of the facilities for no longer than 45 minutes at a time.

Phase 2:

- The occupancy of the facility may not exceed 25 percent of the fire code occupancy rating, or 200 people max, whichever is less.
- Squash and racquetball courts open for games. Facilities must allow 30 minutes of non-use between each session.
- Outdoor group fitness classes limited to a maximum of 30 participants. Face coverings required at all times. Outdoor structures, in order to be considered outdoors, should have no more than two walls to provide appropriate ventilation unless they meet this ventilation requirement; Structures can have three walls if another opening exists that is large enough to create cross ventilation.
- Unstaffed indoor fitness facilities allowed one user per room or up to 4 users from the same household, scheduled in advance, face coverings required.

No in-facility child care services will be permitted, unless consistent with Department of Health guidance for [Child Care, Youth Development, and Summer Day Camps](#). Children in child care do not count toward the overall occupancy limit for the purpose of calculating fitness facility occupancy and the minimum required square footage per person.

Safety and Health Requirements all phases

Stay home when sick or if a close contact of someone with COVID-19

Staff and participants should be required to stay home if they feel unwell, show any signs of COVID-19, or are a close contact of a confirmed case. Screening should consider [symptoms listed by the CDC](#). Any person with symptoms of COVID-19 or who is a close contact of someone with confirmed COVID-19 should not be allowed to participate and should contact his or her primary care provider or other appropriate health-care professional.

Masks

Masks required for staff and participants at all times.

Physical Distance

A minimum of 6 feet of physical distance must be maintained between staff and clients at all times where possible. This distance should be increased when clients are engaged in high-intensity aerobic activities. A minimum of six feet of distance must be maintained among participants when not engaged in fitness and training activities.

Hygiene

Staff and participants to practice good hygiene including washing their hands frequently and covering their sneezes and coughs. Wash hands often with soap and water for at least 20 seconds before and after practice, especially after touching shared objects or blowing your nose, coughing, or sneezing. Avoid touching your eyes, nose, and mouth. If soap and water are not readily available, use a hand sanitizer that contains 60-95% alcohol content. Cover all surfaces of your hands and rub them together until they are dry.

Provide handwashing or hand sanitizing stations at training and contest locations.

Limit the use of locker rooms to handwashing and restroom use only. Showers should not be used due to potential spread of aerosolized droplets. If use of locker rooms for changing is necessary, maximize ventilation and use tape, spots, or cones to signal 6 feet of distance for participants who need to change. If locker rooms are used cleaning protocols must be included in the facility safety plan. Limit occupancy of the locker rooms to avoid crowding.

Cleaning

Clean high touch surfaces and disinfect shared equipment before and after each use. Ensure restrooms are cleaned and disinfected regularly. Current CDC guidance for cleaning and disinfection for COVID-19 states that disinfectants should be registered by the EPA for use against the COVID-19. Find the current list here: [List N: Disinfectants for Use Against SARS-CoV-2 \(COVID-19\)](#). Disinfectants based on hydrogen peroxide or alcohol are safer than harsher chemicals. The University of Washington has a [handout with options for safer cleaning and disinfecting products that work well against COVID-19](#).

Ventilation

Ventilation is important to have good indoor air quality. Ensure that ventilation systems operate properly. Increase air circulation and ventilation as much as possible by opening windows and doors. Offer more outside time, open windows often and adjust mechanical ventilation systems to bring in as much outside air as possible. Increase filters to MERV 13 if the HVAC can accommodate. Use of fans for cooling is acceptable. In indoor spaces, fans should only be used when windows or doors are open to the outdoors in order to circulate indoor and outdoor air. They should blow away from people. Outdoors locations are preferred to indoors locations, and should be utilized to the greatest extent possible to allow for maximum fresh air circulation and social distancing. Outdoor temporary structures may be used. Outdoor structures, in order to be considered outdoors, should have no more than two walls to provide appropriate ventilation unless they meet this ventilation requirement; structures can have three walls if another opening exists that is large enough to create cross ventilation. For detailed guidelines please consult [Open Air and Outdoor Seating requirements](#).

Records and Contact Tracing

Keep contact information for staff and participants to assist with contact tracing in the event of a possible exposure. Contact information must be kept on file for 28 days after each class or use of the facilities.

Employees

Employers must specifically ensure operations follow the main Labor & Industries COVID-19 requirements to protect workers. COVID-19 workplace and safety requirements can be found [here](#).

Exhibit C

Movie Theaters COVID-19 Requirements

Movie Theaters COVID-19 Requirements

Summary of February 1, 2021 changes:

- **New Phase 1 and Phase 2 requirements detailed**
- **Safety and health requirements updated at end of the document**

Movie theaters are permitted to operate, provided all requirements in this document are met. For purposes of this guidance, movie theaters include both corporate and independently owned theaters or any venue that screens movies with an audience. Each movie theater must adopt a written procedure for operations at least as protective as the specific requirements outlined below and complies with all employee safety and health requirements.

Movie theaters must ensure strict adherence to all measures established by the Governor's guidance, the Department of Labor & Industries (L&I), Coronavirus (COVID-19) Prevention: General Requirements <https://lni.wa.gov/forms-publications/F414-164-000.pdf>, and the Washington State Department of Health Workplace and Employer Resources & Recommendations <https://www.doh.wa.gov/Coronavirus/Workplace> (DOH).

Phase 1

Private rentals for individual households of no more than 6 people permitted. General admission prohibited.

Phase 2:

Movie theaters in Phase 2 can operate at 25% capacity (per fire marshal code) or 200 people, whichever is less, as long as six feet of physical distancing between households can be maintained.

General Requirements

1. Pursuant to the [Secretary of Health's Order 20-03](#), face coverings must always be worn. However, face coverings may be removed for the limited purpose and limited time period necessary to consume food and beverages, which can only be done while seated in the theater.
2. Ticket lines should be configured to ensure appropriate physical distancing is maintained at all times. Options include visible markers, barriers, tape, etc.
3. Tickets sales should be available online or via phone whenever feasible to reduce the need to stand in line for tickets.
4. Configure ticket sales systems to facilitate appropriate physical distancing.
5. Lines to enter a theatre should be minimized whenever possible. If lines are unavoidable, six feet physical distancing must be maintained.
6. Adequate numbers of employees should be available to direct patron traffic and enforce physical distancing in lines.
7. Limit and stagger screening times to reduce overcrowding between screenings, particularly in common areas, restrooms, and concession areas.
8. Close any on- site lounges, play areas, or other areas where people may congregate.
9. To the extent possible, reconfigure restrooms, for example by blocking stalls or urinals, to ensure appropriate physical distancing can be maintained at all times. As patrons may need to line up to enter restrooms, use visual indicators such as tape to identify appropriate physical distancing.

10. Use of employee breakrooms should be limited. As face coverings cannot be worn during eating/drinking, limit the number of employees in a breakroom at any one time to ensure distancing can be maintained. Clean countertops and tables between uses.
11. Any retail food service at theaters must follow the guidance for [restaurants](#).
12. Provide sufficient hand sanitizing stations for customers.
13. Ensure each theater is properly cleaned/sanitized between uses.
14. Adjust mechanical ventilation systems to bring in as much outside air as possible. Increase filters to MERV 13 if the HVAC can accommodate. Keep doors and windows open where possible and utilize fans to improve ventilation.

Exhibit D

Theater & Performing Arts COVID-19 Requirements

THEATER & PERFORMING ARTS

COVID-19 Requirements

Theaters and performing arts are permitted to operate, provided the general and discipline-specific requirements in this document are met and followed. The theatre and performing arts organization must adopt a written procedure for operation that is at least as strict as the procedures below and complies with all safety and health requirements.

A. General Indoor and Outdoor Theater and Performing Arts Organizations and Performing Arts Events:

This section includes guidance that all indoor and outdoor theater and performing arts organizations must follow. Additional requirements may also be required depending on the discipline.

Phase 1: Indoor: Private rentals/tours/performances for individual households of no more than six people are permitted. All individuals must wear face coverings. Maximum capacity is 25% of the venue or space.

Phase 1: Outdoor: Ticketed events only. Groups of 10 people are permitted, but are limited to two households per group. Groups must be physically distanced six feet apart and maintain six feet of physical distance from others at all times. All individuals in attendance must wear a face covering. A minimum of 20 feet of physical distancing is required between artists/performers and the audience. A maximum of 75 individuals including artists, crew, and audience members may be in the designated area. There is a two-hour time limit on all performances/events.

Phase 2: Indoor: Maximum capacity is 25% of the venue/space or 200 people, whichever is less. Groups with a maximum of six people are permitted. Each group must be physically distanced six feet apart and maintain six feet of separation from others at all times. All individuals in attendance must wear a face covering. A minimum of 20 feet of physical distancing is required between artists/performers and the audience. There is a two-hour time limit on all performances/events.

Phase 2: Outdoor: Groups of up to 15 people are permitted, but are limited to two households per group. Groups must be physically distanced six feet apart and maintain six feet of separation from others at all times. All individuals in attendance must wear a face covering. A minimum of 20 feet of physical distancing is required between artists/performers and the audience. A maximum 200 individuals including artists, crew, and audience may be in the designated area. There is a three-hour time limit on all performances/events.

B. Discipline-specific Requirements:

1. Dance and Movement:

Phase 1 Rehearsals: A minimum of 500 square feet per dancer is required. If there are two or more people per a barre, each dancer must maintain a radius of six feet of physical distancing and all dancers must face the same direction. A maximum length of 45 minutes per rehearsal session with 30-minute breaks between sessions is required.

Phase 2 Rehearsals: The maximum capacity is 25% of the room/venue/space. All other requirements in Phase 1 must be followed.

Phase 1 Performances/Recitals:

- **Indoor:** Prohibited.
- **Outdoor:** Must follow “Dance and Movement: Phase 1 Rehearsals” requirements plus the general requirements in “Part A – Phase 1: Outdoor.”

Phase 2 Performances/Recitals:

- **Indoor:** Must follow the “Dance and Movement: Phase 1 Rehearsals” requirements plus the general requirements in “Part A – Phase 2: Indoor.”
- **Outdoor:** Must follow the “Dance and Movement: Phase 1 Rehearsals” requirements plus the general requirements in “Part A – Phase 2: Outdoor.”

2. Choral/Vocal/Opera/Musical Theatre/ Comedy/Spoken Word/Poetry Readings or Slams

Phase 1 and Phase 2 Rehearsals:

1. **Indoor and Outdoor:** Solo singers and performers in a rehearsal setting may rehearse without a face covering, so long as they are at least 15 feet physically distanced from the pianist/accompanist and others. If a speaker decides not to wear a face covering, it is recommended that a Plexiglas 3-sided barrier is used during the rehearsal. The barrier must be disinfected after every use.

All group performance activities that involve singing require everyone to wear a three-layer surgical mask and maintain at least 9 feet (12 feet is recommended) of physical distance from others. Group singing/choirs are limited to no more than 15 individuals. Rehearsals may be held indoors for up to 45 minutes at a time with 30-minute breaks in between to allow for air exchange.

Phase 1 Performances/Recitals:

- **Indoor:** Prohibited.
- **Outdoor:** Must follow “Phase 1 and Phase 2 Rehearsals: Choral/Vocal/Opera/Musical Theatre/Comedy/Spoken Word/Poetry Readings or Slams” requirements plus the general requirements in “Part A – Phase 1: Outdoor.”

Phase 2 Performances/Recitals:

- **Indoor:** Must follow “Phase 1 and Phase 2 Rehearsals: Choral/Vocal/Opera/Musical Theatre/Comedy/Spoken Word/Poetry Readings or Slams” requirements plus the general requirements in “Part A – Phase 2: Indoor.”
- **Outdoor:** Must follow “Phase 1 and Phase 2 Rehearsals: Choral/Vocal/Opera/Musical Theatre/Comedy/Spoken Word/Poetry Readings or Slams” requirements plus the general requirements in “Part A – Phase 2: Outdoor.”

3. Orchestra/Instrumental

Phase 1 and 2 Rehearsals:

1. **Indoor and Outdoor:** All physical distancing requirements are section/instrument specific:
 - **String and percussion instruments** must maintain a minimum of six feet of physical distancing.
 - **Brass & woodwind instruments** must maintain a minimum of 9 feet of physical distancing and use a bell cover.

- **Vocalists** refer to guidelines for “Phase 1 and Phase 2 Rehearsals: Choral/Vocal/Opera/Musical Theatre/Comedy/Spoken Word/Poetry Readings or Slams.”

Rehearsals are a maximum of 45 minutes at a time with 30-minute breaks in between to allow for air exchange. All are required to wear masks. For instruments that require mouth-to-instrument connection, musicians are not required to wear a mask while playing, but during long periods of rest and breaks, masks are required.

Phase 1 Performances/Recitals:

2. **Indoor:** Prohibited.
3. **Outdoor:** Must follow “Phase 1 and Phase 2 Rehearsals: Orchestra/Instrumental” requirements plus the general requirements in “Part A – Phase 1: Outdoor.”

Phase 2 Performances/Recitals:

- **Indoor:** Must follow “Phase 1 and Phase 2 Rehearsals: Orchestra/Instrumental” requirements plus the general requirements in “Part A – Phase 2: Indoor.”
- **Outdoor:** Must follow “Phase 1 and Phase 2 Rehearsals: Orchestra/Instrumental” requirements plus the general requirements in “Part A – Phase 2: Outdoor.”

C. Venue Requirements and Guidelines:

The venue must provide clear communications to renters, artistic partners, event producers, and other visiting groups prior to arrival regarding the venue sanitation and safety expectations. In addition, the venue must post signage outside and inside of the venue that clearly outlines which spaces may be used by renters.

Sanitation & Safety Expectations: The venue shall:

- Designate a point of contact to ensure the “Healthy Washington – Roadmap to Recovery” Proclamation 20-25.12 (et seq.) and requirements per Department of Labor and Industries (L&I) and Health Department, are met with a written safety plan specific to each venue that meets the minimum requirements as set forth by the Healthy Washington plan.
- Provide clear communications to patrons prior to arrival regarding safety expectations.
- Post signage outdoors and inside that declares expectations for the visitors to enter the venue, including caution to physical distance, wash hands, use hand sanitizer, wear a face covering, and other safety precautions.
- Clean daily and adhere to the Centers for Disease Control and Prevention (CDC) recommendations for cleaning and sanitation of public facilities are followed. Clean and sanitize all occupied areas between performances.
- Frequently sanitize high touch surfaces including counter tops, doors, elevator buttons, and workstations, particularly during events.
- Install sanitation stations throughout the venue, including backstage and office spaces, that include hand sanitizer and wipes.
- Require all individuals to wear face coverings in accordance with state, county, and venue regulations.
- Consider shield-guards/physical protection guards between public and staff (concessions, box office, reception, retail).

- Promote the ventilation of interior spaces. HVAC systems will be maintained and operated following [ASHRAE recommendations](#) to the best of each facility's capability. Circulation of outdoor air will be increased to the safest extent possible.
- Evaluate and adjust when possible, audience flow and general lobby spaces to maximize physical distancing and minimize engagement of high touch surfaces.
- Train and strategically place staff or volunteers to encourage flow and physical distancing of visitors.

Patron Safety Expectations: The venue shall:

- Strive to secure patron contact information to facilitate contact tracing (if selling reserved seating).
- Require all to wear face coverings in accordance with state, county, and venue regulations.
- Send protocols in advance to patrons when feasible.
- Encourage patrons to download digital tickets or use print-at-home ticketing when possible.
- Consider the use of digital programs and reduce exchange of printed materials.
- Identify, control, and limit congregation points in venues where staff and visitors may come into proximity.

Employee Safety Expectations (all staff including front-of-house, backstage, artists, volunteers): The venue shall:

- Sanitize and prepare the venue before allowing employees to return to work.
- Reorganize workspaces to maximize physical distancing and/or encourage continued remote work.
- Provide disinfecting wipes and hand sanitizer throughout work areas for personal use and to sanitize workstations, equipment, and limit sharing when possible.
- Provide and train use of personal protective equipment required for personnel per L&I as well as OSHA and CDC recommendations, based upon duties.
- Consider job hazard assessment for artists and personnel for each venue and event.
- Regularly review safety procedures with staff, updating as indicated by public health officials and industry standards.
- Provide training and security protocols for employees to address patrons who do not cooperate with safety protocols.
- Prohibit Backstage visitors and prohibit the greeting of audience members at the stage door following performances.
- Require everyone to wear face coverings in accordance with state, county, and venue regulations.

Food Service and Retail: Food service, restaurants, gift shop, and other retail operations in performing arts venues and at events will operate according to phase-specific guidelines outlined in the [“Retail”](#) and [“Eating and Drinking”](#) in sections of the Healthy Washington guidelines.

Exhibit E

Bowling COVID-19 Requirements

Bowling

COVID-19 Requirements

Summary of January 2021 changes:

- **New Phase 1 and Phase 2 requirements detailed**
- **Safety and health requirements updated to current language at the end of the document**

All bowling facilities operating must adopt a written procedure for employee safety and customer interaction that is at least as strict as these requirements and complies with the safety and health requirements below.

Phase 1:

- Private rentals/tours for individual households of no more than 6 people permitted maximum for the entire facility. General admission prohibited.
- Arcades and amusement and/or redemption activities closed.

Phase 2:

- The facility may not exceed 25 percent of the fire code occupancy rating.

For all phases:

- Two bowlers per lane.
- No spectators allowed.
- Bowlers must maintain 6 feet of distance between bowlers in other lanes and in other areas of the facility.
- Sharing of equipment is not allowed.
- Shoes and balls, including finger holes, must be disinfected after every use.
- Restaurants and pro-shops adhere to required guidelines for food service and retail for the phase that their respective region is in.
- Mask use required at all times.

Safety and Health Requirements

Safety and Health Requirements all phases

Stay home when sick or if a close contact of someone with COVID-19

Staff and participants should be required to stay home if they feel unwell, show any signs of COVID-19, or are a close contact of a confirmed case. All coaches and students should be screened for signs/symptoms of COVID-19 prior to a workout. Screening should consider [symptoms listed by the CDC](#). Any person with symptoms of COVID-19 or who is a close contact of someone with confirmed COVID-19 should not be allowed to participate and should contact his or her primary care provider or other appropriate health-care professional.

Those who are excluded from training or contests due to [COVID-19 symptoms](#) or because they are [close contacts](#) must follow DOH and local public health isolation and quarantine guidance before returning to

training or contests. People with underlying health conditions should consult with their medical provider regarding participation in athletic activities.

Masks

Masks required for staff and participants at all times.

Physical Distance

Physical distance of 6 feet must be maintained between staff and participants and participants and each other at all times where possible, with exceptions for training and medical personnel and volunteers performing their medical duties. Six feet of distance must be maintained among participants when not engaged in fitness and training activities.

Hygiene

Staff and participants to practice good hygiene including washing their hands frequently and covering their sneezes and coughs. Wash hands often with soap and water for at least 20 seconds before and after practice, especially after touching shared objects or blowing your nose, coughing, or sneezing. Avoid touching your eyes, nose, and mouth. If soap and water are not readily available, use a hand sanitizer that contains 60-95% alcohol content. Cover all surfaces of your hands and rub them together until they are dry. Participants should not share water bottles, uniforms, towels, or snacks.

Provide handwashing or hand sanitizing stations for participants.

Limit the use of locker rooms to handwashing and restroom use only. Showers should not be used due to potential spread of aerosolized droplets. If use of locker rooms for changing is necessary, maximize ventilation and use tape, spots, or cones to signal 6 feet of distance for participants who need to change. If locker rooms are used cleaning protocols must be included in the sporting activity safety plan. Stagger entry to the changing area and use of these facilities as appropriate with members of the same team or training cohort only. Limit occupancy of the locker rooms to avoid crowding.

Cleaning

Clean high touch surfaces and disinfect shared equipment before and after each use. Ensure restrooms are cleaned and disinfected regularly. Current CDC guidance for cleaning and disinfection for COVID-19 states that disinfectants should be registered by the EPA for use against the COVID-19. Find the current list here: [List N: Disinfectants for Use Against SARS-CoV-2 \(COVID-19\)](#). Disinfectants based on hydrogen peroxide or alcohol are safer than harsher chemicals. The University of Washington has a [handout with options for safer cleaning and disinfecting products that work well against COVID-19](#).

Ventilation

Ventilation is important to have good indoor air quality. Ensure that ventilation systems operate properly. Increase air circulation and ventilation as much as possible by opening windows and doors. Offer more outside time, open windows often and adjust mechanical ventilation systems to bring in as much outside air as possible. Increase filters to MERV 13 if the HVAC can accommodate. Use of fans for cooling is acceptable. In indoor spaces, fans should only be used when windows or doors are open to the outdoors in order to circulate indoor and outdoor air. They should blow away from people.

Records and Contact Tracing

Keep contact information for staff and participants to assist with contact tracing in the event of a possible exposure. Contact information must be kept on file for 28 days after each use of the facilities.

Employees

Employers must specifically ensure operations follow the main Labor & Industries COVID-19 requirements to protect workers. COVID-19 workplace and safety requirements can be found [here](#).

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:

\$ 7,437,010.23 this 21st day of March 2022.

DocuSigned by:
Anne McEnerny-Ogle
MAYOR

Cyndi A Turner
AUDITING OFFICER

DocuSigned by:
Ty Stubb
COUNCILMEMBER

DocuSigned by:
M W. V.
COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
March 7, 2022 - March 13, 2022	Accounts Payable Checks (see attached)	\$ 4,214,953.62
March 7, 2022 - March 13, 2022	Hansen City Payments (see attached)	\$ 3,227.83
March 7, 2022 - March 13, 2022	Visa Refunds (see attached)	\$ 2,738.50
March 7, 2022 - March 13, 2022	Payroll Checks (see attached)	\$ 3,216,090.28
TOTAL		\$ 7,437,010.23

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Manual Wire	No Reference	3/7/2022	134,943.81	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	3/7/2022	44,839.63	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Manual Wire	No Reference	3/7/2022	20,914.20	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	3/8/2022	384.57	Keybank National Association	
Supplier Payment	Manual Wire	No Reference	3/10/2022	6,801.07	ICMA 401A	
Supplier Payment	Manual Wire	No Reference	3/10/2022	259,278.19	ICMA Corp	
Supplier Payment	Manual Wire	No Reference	3/10/2022	223.50	Oregon SDU	
Supplier Payment	Manual Wire	No Reference	3/10/2022	52,167.33	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	3/10/2022	968.82	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire	No Reference	3/10/2022	22,810.59	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	3/10/2022	6,040.90	Washington SDU	
Supplier Payment	Manual Wire	No Reference	3/10/2022	23,501.62	Washington State Firefighters	
Supplier Payment	Manual Wire	No Reference	3/10/2022	18,648.44	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	3/11/2022	74,217.94	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Manual Wire	No Reference	3/11/2022	944,116.00	Internal Revenue Service	
			Manual Wire Total	1,609,856.61		
Expense Payment	Direct Deposit	EFT-00139067	3/10/2022	146.33	Chris Kimberling	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00139068	3/10/2022	225.00	Mark Milazzo	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00139069	3/10/2022	165.34	Mike Blum	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00139070	3/10/2022	46.77	Patrick Kennedy	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00139071	3/10/2022	225.00	Kyle Jameson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00139072	3/10/2022	184.99	Leonard Deaton	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00139073	3/10/2022	156.10	Connor Rock	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00139074	3/10/2022	225.00	Jeffrey Coad	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00139075	3/10/2022	32.41	Lisa Brandl	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00139076	3/10/2022	197.50	Erik Paulsen	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00139077	3/10/2022	259.00	Charlie Ahn	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00139078	3/10/2022	259.00	Edward Letarte	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00139079	3/10/2022	390.50	Chadd Nolan	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00139080	3/10/2022	242.50	Patrick Kennedy	Travel Advance
			Direct Deposit Total	2,755.44		
Supplier Payment	EFT	EFT-00139062	3/10/2022	124.00	Legal Shield	
Supplier Payment	EFT	EFT-00139063	3/10/2022	22,297.31	IAFF Local #452	
Supplier Payment	EFT	EFT-00139064	3/10/2022	10,497.27	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00139065	3/10/2022	13,171.90	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00139066	3/10/2022	947.40	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00139081	3/10/2022	262.75	GeoDesign Inc	

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

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	EFT	EFT-00139082	3/10/2022	2,137.78	Second Step Housing	
Supplier Payment	EFT	EFT-00139083	3/10/2022	43,320.98	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00139084	3/10/2022	35,991.25	Salazar Architect Inc	
Supplier Payment	EFT	EFT-00139085	3/10/2022	950,995.45	Operations Management International Inc	
Supplier Payment	EFT	EFT-00139086	3/10/2022	38.44	MPGTandem	
Supplier Payment	EFT	EFT-00139087	3/10/2022	2,928.32	Restored and Revived	
Supplier Payment	EFT	EFT-00139088	3/10/2022	95.00	T2 Systems Inc - Remit-To: T2- Atlanta	
Supplier Payment	EFT	EFT-00139089	3/10/2022	72,262.71	Share Inc	
Supplier Payment	EFT	EFT-00139090	3/10/2022	1,511.25	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00139091	3/9/2022	850.50	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00139092	3/10/2022	15,145.60	Outsiderinn.org	
Supplier Payment	EFT	EFT-00139093	3/10/2022	4,432.51	Eagle Newspaper Inc	
Supplier Payment	EFT	EFT-00139094	3/10/2022	2,047.32	Cascade Centers Inc	
Supplier Payment	EFT	EFT-00139095	3/10/2022	4,502.75	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00139096	3/10/2022	10,720.24	Consolidated Supply Co	
Supplier Payment	EFT	EFT-00139097	3/10/2022	250.00	Rapid Response Bio Clean Inc.	
Supplier Payment	EFT	EFT-00139098	3/10/2022	456.85	Purple Communications Inc	
Supplier Payment	EFT	EFT-00139099	3/10/2022	2,799.60	Net Transcripts Inc	
Supplier Payment	EFT	EFT-00139100	3/10/2022	40.73	Ziply Fiber	
Supplier Payment	EFT	EFT-00139101	3/10/2022	1,656.55	Sharon Rice	
Supplier Payment	EFT	EFT-00139102	3/10/2022	183,398.63	Rotschy Inc	
Supplier Payment	EFT	EFT-00139103	3/10/2022	234.48	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00139104	3/10/2022	6,267.00	Sequence Graphics LLC	
			EFT Total	1,389,384.57		
Customer Refund	Check	1413	3/9/2022	51.64	JAIME DELA ROSA CUIEL	Stays overpayment
Customer Refund	Check	1415	3/9/2022	5.09	LEAFAITULAGI JANICE LOMAGO	Stays overpayment
Supplier Payment	Check	1495	3/10/2022	7,456.18	Aflac	
Supplier Payment	Check	1496	3/10/2022	4,940.31	AFSCME Local #307	
Supplier Payment	Check	1497	3/10/2022	459.50	CSED/CASH Processing	
Supplier Payment	Check	1498	3/10/2022	700.00	IAM Local #1374	
Supplier Payment	Check	1499	3/10/2022	8,661.61	Life Insurance Company of North America	
Supplier Payment	Check	1500	3/10/2022	500.00	MFS Service Center Inc	
Supplier Payment	Check	1501	3/10/2022	25.00	OPEIU Local #11	
Supplier Payment	Check	1502	3/10/2022	4,081.80	OPEIU Local #11	
Supplier Payment	Check	1503	3/10/2022	672.00	Teamsters Local #58	
Supplier Payment	Check	1504	3/10/2022	297.50	UA Local #290	
Supplier Payment	Check	1505	3/10/2022	2,404.20	Western Conference of Teamsters	
Supplier Payment	Check	1506	3/10/2022	811.44	Western Metal Industry Pension Plan	
Customer Refund	Check	1507	3/9/2022	37,032.54	SEA MAR COMMUNITY HEALTH CENTERS	Refund for over payment
Ad Hoc Payment	Check	1508	3/9/2022	266.78	Abbott,Keaten and Taylor	Utility Refunds: 0018030000-14
Ad Hoc Payment	Check	1509	3/9/2022	68.64	Alicia Grieco	MPE-314469
Ad Hoc Payment	Check	1510	3/9/2022	161.00	Allen,Mindy and Timothy	Utility Refunds: 0029049600-07
Ad Hoc Payment	Check	1511	3/9/2022	230.96	Armentrout,Pam	Utility Refunds: 0099057150-05
Ad Hoc Payment	Check	1512	3/9/2022	355.88	Bejan,David and Rebecca	Utility Refunds: 0085007700-04
Ad Hoc Payment	Check	1513	3/9/2022	231.84	Blakely,Edie	Utility Refunds: 0116750019-02
Ad Hoc Payment	Check	1514	3/9/2022	63.50	Boyer,Kolby and Elisha-Marie	Utility Refunds: 0092011800-07
Ad Hoc Payment	Check	1515	3/9/2022	254.69	Bradbury,Kimberly and Jerry	Utility Refunds: 0140012008-02
Ad Hoc Payment	Check	1516	3/9/2022	50.00	CHIMIKO WRIGHT	VOUCHER 2008707.030
Ad Hoc Payment	Check	1517	3/9/2022	276.74	Christopher Jacobs and Heidi Simon	Utility Refunds: 0000004449-03

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Ad Hoc Payment	Check	1518	3/9/2022	17.41	Combs,Mark	Utility Refunds: 0500004881-01
Ad Hoc Payment	Check	1519	3/9/2022	210.00	Cotton,Michelle and Patrick	Utility Refunds: 0139231400-08
Ad Hoc Payment	Check	1520	3/9/2022	152.59	Cutile,Peter and Tannya	Utility Refunds: 0000003902-03
Ad Hoc Payment	Check	1521	3/9/2022	33.98	Day,Victor	Utility Refunds: 0115000700-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	1522	3/9/2022	145.66	Deteng,Dawa	Utility Refunds: 0117052110-03
Ad Hoc Payment	Check	1523	3/9/2022	45.81	Dickerson,Jeffrey and Eva	Utility Refunds: 0500002136-02
Ad Hoc Payment	Check	1524	3/9/2022	150.00	Emily Calabro and Brandon Franck	Utility Refunds: 0015007600-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	1525	3/9/2022	136.00	Fabio Feltraco and Elisangela Jardim	Utility Refunds: 0000004028-03
Ad Hoc Payment	Check	1526	3/9/2022	142.41	Feigelson,Leroy	Utility Refunds: 0111010074-03
Ad Hoc Payment	Check	1527	3/9/2022	82.59	Feigelson,Pamela	Utility Refunds: 0111010074-03
Ad Hoc Payment	Check	1528	3/9/2022	587.00	Ferguson,Rick L and Karen	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	1529	3/9/2022	174.80	Gibson,Earl	Utility Refunds: 0061061706-10
Ad Hoc Payment	Check	1530	3/9/2022	201.46	Goodwin,Starlet	Utility Refunds: 0147024300-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	1531	3/9/2022	23.01	Grider,Charles	Utility Refunds: 0116000154-03
Ad Hoc Payment	Check	1532	3/9/2022	121.39	Gustafson,Susan	Utility Refunds: 0109214400-06
Ad Hoc Payment	Check	1533	3/9/2022	165.91	Hatch,Christopher	Utility Refunds: 0500002260-02
Ad Hoc Payment	Check	1534	3/9/2022	129.87	Henderson,David	Utility Refunds: 0132000160-04
Ad Hoc Payment	Check	1535	3/9/2022	59.13	Henderson,David and Kelly	Utility Refunds: 0132000160-04
Ad Hoc Payment	Check	1536	3/9/2022	215.54	Howard Holder Jr, Gregory, Mark and John Holder,Larry and Curtis Burnham	Utility Refunds: 0124000179-03
Ad Hoc Payment	Check	1537	3/9/2022	421.56	Ian M Johnson, Jessica and Robert Thornton	Utility Refunds: 0050005800-01
Ad Hoc Payment	Check	1538	3/9/2022	1,260.00	J.L. Chudek LLC	Bus Lic Fees Ref COVID-19 surch ref prog
Ad Hoc Payment	Check	1539	3/7/2022	1,080.00	J.L. Chudek LLC	Bus Lic fees ref COVID-19 surch ref prog
Ad Hoc Payment	Check	1540	3/9/2022	240.00	Jacobs,Wendy and Greg	Utility Refunds: 0109214260-01
Ad Hoc Payment	Check	1541	3/9/2022	20.00	Jim Schaefer	Alarm billing acct 52009 inv 99469388 ovpymt
Ad Hoc Payment	Check	1542	3/9/2022	20.00	Joann Fabrics	Alarm billing acct 12208 inv 99461368 ovpymt
Ad Hoc Payment	Check	1543	3/9/2022	130.00	Jones,Tiffany	Utility Refunds: 0101021659-05 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	1544	3/9/2022	79.00	Jules Laspa	Utility Refunds: 0067028022-20
Ad Hoc Payment	Check	1545	3/9/2022	28.17	Justin Luque and Staci Baker	Utility Refunds: 0500003472-02
Ad Hoc Payment	Check	1546	3/9/2022	168.92	Karen Ferguson	RES-315897
Ad Hoc Payment	Check	1547	3/9/2022	50.20	Koepke,Jeremy and Lori	Utility Refunds: 0132000226-05
Ad Hoc Payment	Check	1548	3/9/2022	68.64	Lange,Mary	Utility Refunds: 0082000664-02
Ad Hoc Payment	Check	1549	3/9/2022	1,000.00	Lewis,Michael	Utility Refunds: 0500002030-02
Ad Hoc Payment	Check	1550	3/9/2022	82.59	LGI Homes Group LLC	Utility Refunds: 0500004881-01
Ad Hoc Payment	Check	1551	3/9/2022	38.70	Lockett,Brenda	Utility Refunds: 0079079300-19
Ad Hoc Payment	Check	1552	3/9/2022	133.00	Magdalena Ayala and Abraham Ayala-Navarro	Utility Refunds: 0158010050-06
Ad Hoc Payment	Check	1553	3/9/2022	17.42	Maria Gonzalez Reyes	COVE00317 cust cancelled
Ad Hoc Payment	Check	1554	3/9/2022	286.57	Marilyn Nelson Trust	Utility Refunds: 0007031001-00
Ad Hoc Payment	Check	1555	3/9/2022	338.92	Martin,Joy and Sam	Utility Refunds: 0500002652-02
Ad Hoc Payment	Check	1556	3/9/2022	45.84	McDaniel,Justin and Jasmine	Utility Refunds: 0006073755-03
Ad Hoc Payment	Check	1557	3/9/2022	325.16	Medina,Lafa	Utility Refunds: 0079079900-23 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	1558	3/9/2022	302.75	Morris,Michael and Myrna	Utility Refunds: 0091012808-05
Ad Hoc Payment	Check	1559	3/9/2022	2,495.00	Pacific Lifestyle Homes	WTR-316669
Ad Hoc Payment	Check	1560	3/9/2022	25.96	Pacific Lifestyle Homes	Utility Refunds: 0500005211-01
Ad Hoc Payment	Check	1561	3/9/2022	70.00	PCS	Alarm billing SEARS ROEBUCK AND COMPANY acct 2016 inv 99446064/994252523

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Ad Hoc Payment	Check	1562	3/9/2022	56.44	Peterson,Charlotte and Wallace	Utility Refunds: 0101000813-04
Ad Hoc Payment	Check	1563	3/9/2022	107.56	Peterson,Wallace	Utility Refunds: 0101000813-04
Ad Hoc Payment	Check	1564	3/9/2022	115.25	Pooneh E Gray Trustee	Utility Refunds: 0103001444-01
Ad Hoc Payment	Check	1565	3/9/2022	1.68	Professional Credit Service	Inv 23123 Neg trust dated 3.3.22 120405043 Askelson
Ad Hoc Payment	Check	1566	3/9/2022	135.28	Raymond,Joshua and Sarah	Utility Refunds: 0147004000-02
Ad Hoc Payment	Check	1567	3/9/2022	150.00	RMJ Bennett LLC	Utility Refunds: 0003023200-13
Ad Hoc Payment	Check	1568	3/9/2022	57.05	Rock,Tim and Jacqueline	Utility Refunds: 0000007061-02
Ad Hoc Payment	Check	1569	3/9/2022	102.31	Rodeman,Rich	Utility Refunds: 0099049957-07
Ad Hoc Payment	Check	1570	3/9/2022	122.45	Rossing,Amy	Utility Refunds: 0158001140-03
Ad Hoc Payment	Check	1571	3/9/2022	36.55	Rossing,Amy and Ryan	Utility Refunds: 0158001140-03
Ad Hoc Payment	Check	1572	3/9/2022	156.97	Scott,Mary	Utility Refunds: 0080094800-14
Ad Hoc Payment	Check	1573	3/9/2022	117.06	Spears,M Lyle	Utility Refunds: 0037020002-00 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	1574	3/9/2022	39.95	Swift,Christine	Utility Refunds: 0113016008-01
Ad Hoc Payment	Check	1575	3/9/2022	204.68	Tapani Inc	Utility Refunds: 0500002601-04
Ad Hoc Payment	Check	1576	3/9/2022	80.72	Tate,Michael and Melissa	Utility Refunds: 0118014170-04
Ad Hoc Payment	Check	1577	3/9/2022	77.05	The Estate of Marilyn Teson	Utility Refunds: 0113016008-01
Ad Hoc Payment	Check	1578	3/9/2022	165.94	The Winston Revocable Living Trust	Utility Refunds: 0072070690-04
Ad Hoc Payment	Check	1579	3/9/2022	52.32	Trout,Marie	Utility Refunds: 0107005232-04
Ad Hoc Payment	Check	1580	3/9/2022	4,276.44	Vega,Jose	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	1581	3/9/2022	40.00	Viewpoint Business Park	Alarm billing acct 221.69 inv 99429236/99460452 ovpymt
Ad Hoc Payment	Check	1582	3/9/2022	443.78	Weatherford,William and Chaba	Utility Refunds: 0031052200-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	1583	3/9/2022	214.25	Wertanen,Andrew and Tiffany Fong	Utility Refunds: 0000007813-02
Ad Hoc Payment	Check	1584	3/9/2022	50.50	West,Michael and Nancy	Utility Refunds: 0032045600-01
Ad Hoc Payment	Check	1585	3/9/2022	213.57	Williams,Michael S	Utility Refunds: 0061034675-02
Ad Hoc Payment	Check	1586	3/9/2022	43.63	Williams,Olan and Frederick	Utility Refunds: 0000006892-02
Ad Hoc Payment	Check	1587	3/9/2022	37.27	Zillow Group	Utility Refunds: 0042008218-03
Ad Hoc Payment	Check	1588	3/9/2022	73.11	Zillow Homes Property Trust	Utility Refunds: 0054005142-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	1589	3/9/2022	188.00	Zillow Homes Property Trust	Utility Refunds: 0135002232-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	1590	3/9/2022	192.38	Zimmer,Nancy	Utility Refunds: 0092028602-09
Supplier Payment	Check	1591	3/9/2022	569.63	Accurate Concrete Cutting Inc	
Supplier Payment	Check	1592	3/9/2022	476.00	Accurate Corporate Services Inc	
Supplier Payment	Check	1593	3/9/2022	1,045.77	A-Check America Inc - Remit-To: A-Check - Glendale	
Supplier Payment	Check	1594	3/9/2022	103.40	Airgas, Inc	
Supplier Payment	Check	1595	3/9/2022	1,005.46	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	1596	3/9/2022	3,215.00	Allcon LLC	
Supplier Payment	Check	1597	3/9/2022	798.00	Allegheny Answering Services	
Supplier Payment	Check	1598	3/9/2022	20,051.25	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	1599	3/9/2022	188,117.30	APGN Inc	
Supplier Payment	Check	1600	3/9/2022	141.39	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	1601	3/9/2022	3,992.80	Arborscape Ltd Inc	
Supplier Payment	Check	1602	3/9/2022	8,694.43	AT & T Mobility II LLC	
Supplier Payment	Check	1603	3/9/2022	9,585.00	ATG, LLC	
Supplier Payment	Check	1604	3/9/2022	12,524.74	Blairco Inc	
Supplier Payment	Check	1605	3/9/2022	164.32	Bound Tree Medical LLC	

INVOICE PAYMENTS REPORT

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Supplier Payment	Check	1606	3/9/2022	13,218.50	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	Check	1607	3/9/2022	38,278.00	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	1608	3/9/2022	10,892.66	Cadman Materials - Remit-To: Cadman - Chicago	
Supplier Payment	Check	1609	3/9/2022	17,346.30	CECO Inc	
Supplier Payment	Check	1610	3/9/2022	1,080.00	Century West Engineering Corp	
Supplier Payment	Check	1611	3/9/2022	5,000.00	CFM Strategic Communications, Inc.	
Supplier Payment	Check	1612	3/9/2022	720.00	Christopher Scott Kendall	
Supplier Payment	Check	1613	3/9/2022	20,541.75	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	1614	3/9/2022	665.83	Clark Public Utility District No. 1	
Supplier Payment	Check	1615	3/9/2022	40,901.60	Columbia Resource Company	
Supplier Payment	Check	1616	3/9/2022	108.29	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	1617	3/9/2022	193.29	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	1618	3/9/2022	24.84	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	1619	3/9/2022	17,067.60	Copiers Northwest	
Supplier Payment	Check	1620	3/9/2022	38,346.00	Courtnay Grimmer	
Supplier Payment	Check	1621	3/9/2022	3,067.40	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	1622	3/9/2022	1,824.97	Distinctive Landscape LLC	
Supplier Payment	Check	1623	3/9/2022	7,224.54	EnviroIssues Inc	
Supplier Payment	Check	1624	3/9/2022	380.01	Fazio Bros Sand Co Inc	
Supplier Payment	Check	1625	3/9/2022	5,024.47	Fehr & Peers	
Supplier Payment	Check	1626	3/9/2022	4,493.46	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	1627	3/9/2022	478.13	Genuine Parts Company - Remit-To: NAPA - Los Angeles	
Supplier Payment	Check	1628	3/9/2022	129.05	Genuine Parts Company - Remit-To: NAPA - Vancouver	
Supplier Payment	Check	1629	3/9/2022	8,620.00	Geographic Technologies Group	
Supplier Payment	Check	1630	3/9/2022	1,145.12	Global Transportation Engineering Corporation	
Supplier Payment	Check	1631	3/9/2022	6,510.00	GrantAnalyst.com LLC	
Supplier Payment	Check	1632	3/9/2022	107,570.35	Halbert Construction Services LLC	
Supplier Payment	Check	1633	3/9/2022	513.97	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	1634	3/9/2022	8,939.82	H D Fowler Company Inc	
Supplier Payment	Check	1635	3/9/2022	15,577.66	Herrera Environmental Consultants Inc	
Supplier Payment	Check	1636	3/9/2022	384.45	Iba Symonds & Dunn	
Supplier Payment	Check	1637	3/9/2022	4,817.50	Infor Public Sector Inc	
Supplier Payment	Check	1638	3/9/2022	1,052.76	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	1639	3/9/2022	330.72	J-2 Blueprint Supply Co.	
Supplier Payment	Check	1640	3/9/2022	1,464.75	Jamestown Networks	
Supplier Payment	Check	1641	3/9/2022	26,075.00	Jensen Hughes Inc	
Supplier Payment	Check	1642	3/9/2022	450.28	K & M Rebar, Inc.	
Supplier Payment	Check	1643	3/9/2022	54,361.66	Kar-Gor Inc	
Supplier Payment	Check	1644	3/9/2022	55,428.11	KBT Distributing LLC	
Supplier Payment	Check	1645	3/9/2022	6,469.50	Kearns & West Inc	
Supplier Payment	Check	1646	3/9/2022	7,018.50	Maul Foster & Alongi Inc	

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Supplier Payment	Check	1647	3/9/2022	1,000.00	Message Gears LLC	
Supplier Payment	Check	1648	3/9/2022	3,000.00	Murraysmith Inc	
Supplier Payment	Check	1649	3/9/2022	1,480.00	Nancy Pionk Coaching and Consulting, LLC	
Supplier Payment	Check	1650	3/9/2022	22.00	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	1651	3/9/2022	12,032.08	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	1652	3/9/2022	10,165.00	Noteworthy PR	
Supplier Payment	Check	1653	3/9/2022	1,477.67	One Call Concepts Inc	
Supplier Payment	Check	1654	3/9/2022	11,095.82	Parametrix, Inc	
Supplier Payment	Check	1655	3/9/2022	21,204.48	Parkeon	
Supplier Payment	Check	1656	3/9/2022	4,751.25	PBS Engineering and Environmental Inc	
Supplier Payment	Check	1657	3/9/2022	490.00	Performance Occupational Health Services, LLC	
Supplier Payment	Check	1658	3/9/2022	11,937.53	Portland Adventist Medical Center	
Supplier Payment	Check	1659	3/9/2022	3,141.94	Portland Mechanical Construction LLC	
Supplier Payment	Check	1660	3/9/2022	21,497.96	PPC Solutions Inc	
Supplier Payment	Check	1661	3/9/2022	2,662.90	Professional Service Industries	
Supplier Payment	Check	1662	3/9/2022	45.21	Qwest Corp - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	1663	3/9/2022	6,102.48	Retail Lockbox Inc	
Supplier Payment	Check	1664	3/9/2022	24,800.00	Robert Half International Inc	
Supplier Payment	Check	1665	3/9/2022	288.75	ROP Consulting Inc	
Supplier Payment	Check	1666	3/9/2022	2,384.80	SafeFire LLC	
Supplier Payment	Check	1667	3/9/2022	3,959.71	San Diego Police Equipment Co Inc	
Supplier Payment	Check	1668	3/9/2022	78,336.02	Scott Edwards Architecture LLP	
Supplier Payment	Check	1669	3/9/2022	43,092.00	Shelby Van Der Berg	
Supplier Payment	Check	1670	3/9/2022	1,963.91	Shrums Pest Control	
Supplier Payment	Check	1671	3/9/2022	9,000.00	Site Workshop Landscape Architecture, LLC	
Supplier Payment	Check	1672	3/9/2022	371.84	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	1673	3/9/2022	6.16	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem	
Supplier Payment	Check	1674	3/9/2022	75.73	Stericycle Inc	
Supplier Payment	Check	1675	3/9/2022	412.50	Summit Law Group	
Supplier Payment	Check	1676	3/9/2022	5,152.68	Targetsolutions Learning LLC - Remit-To: Supplier Targetsolutions Learning LLC Tampa	
Supplier Payment	Check	1677	3/9/2022	1,081.76	Towing & Recovering Services Inc	
Supplier Payment	Check	1678	3/9/2022	810.93	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	1679	3/9/2022	180.00	Triangle Resources Inc	
Supplier Payment	Check	1680	3/9/2022	756.07	Triple J Enterprises	
Supplier Payment	Check	1681	3/9/2022	265.00	United States Postal Service - Remit-To: United States Postal Service Caples	
Supplier Payment	Check	1682	3/9/2022	60.00	Vancouver Aire LLC	
Supplier Payment	Check	1683	3/9/2022	3,868.76	Walter E Nelson Company	
Supplier Payment	Check	1684	3/9/2022	489.90	Washington State Fire Fighters Apprenticeship Trust	
Supplier Payment	Check	1685	3/9/2022	43,075.83	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	1686	3/9/2022	6,738.33	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	1687	3/9/2022	324.68	Wex Bank	
			Check Total	1,212,957.00		

INVOICE PAYMENTS REPORT

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			Manual Wire Total	1,609,856.61		
			Direct Deposit Total	2,755.44		
			EFT Total	1,389,384.57		
Hansen			3/14/2022	3,227.83	City Payments	Posted 03-07-22 to 03-13-22
			Hansen Total	3,227.83		
VISA			3/14/2022	1,934.00	Miscellaneous	Parks Class Refunds FCC 03-07-22 to 03-13-22
VISA			3/14/2022	804.50	Miscellaneous	Parks Class Refunds MCC 03-07-22 to 03-13-22
VISA			3/14/2022	0.00	Miscellaneous	Parks Class Refunds WREC 03-07-22 to 03-13-22
VISA			3/14/2022	0.00	Miscellaneous	Parks Class Refunds Special Events 03-07-22 to 03-13-22
			VISA Total	2,738.50		
			Payroll Total	3,216,090.28		
			GRAND TOTAL	7,437,010.23		

City of Vancouver
Payroll Council Report
March 7, 2022 - March 13, 2022

Check No.	Date	Explanation	Amount
125 - 146	03/10/22	March 10th Paychecks	\$ 11,883.94
137369 - 139061	03/10/22	March 10th Direct Deposits	\$ 3,204,206.34

\$ 3,216,090.28

MEMORANDUM

DATE: March 21, 2022

TO: Mayor and City Council

FROM: Mayor McEnery-Ogle

RE: **City Council Policy Framework on Oregon Tolling and Congestion Pricing Program**

Background

Following an update from staff on the [Oregon Toll Program](#) on February 7, 2022, there was discussion among Mayor and Council members about revisiting a policy framework on the ODOT Toll Program adopted by the City Council in 2018. Staff returned to Council on March 7th with the 2018 policy framework and received direction to collect proposed edits from Council members for discussion at the March 14th Council workshop. At the March 14th workshop, Mayor and Council reviewed an updated version of the policy framework based on comments received following March 7th. There was not consensus on the revised draft and a call for any final feedback was proposed. Two Council members provided feedback following the March 14th Council session.

Next Steps

Attached for discussion at the March 21st Council session is an updated version of the policy framework on ODOT Tolling based on feedback from Council members between March 7th and 18th.

Attachments:

- A. Council policy framework on ODOT Toll Program, March, 2022 (track changes version)
- B. Council policy framework on ODOT Toll Program, March, 2022 (clean version)

March 7¹⁸, 2022 Letter to Oregon ~~Congestion Pricing~~ Department of Transportation Toll Program from Vancouver City Council

The Vancouver City Council recognizes the significant impacts of ~~highway-freeway/highway~~ congestion on the bi-state region, ~~and the need to manage the transportation system to maximize existing infrastructure and move more people in ways that address our climate and equity goals as the region grows.~~ Our Council embraces the need for policymakers and agencies to work together to fund and implement improvements to the bi-state regional transportation system, including bottleneck removal and operational and multi-modal enhancements. Given the significant costs of any mitigation strategy, the Vancouver City Council is compelled to advocate on behalf of our residents for fair and equitable solutions. The current ~~value-congestion pricing proposal~~ I-205 Toll Project and the Regional Mobility Pricing Project currently under consideration will have direct and substantial impacts on commuters from around the Portland-Vancouver Metropolitan region. In particular, the ~60,000 or more daily commuters from Southwest Washington who use the I-5 and I-205 corridors to enter Oregon and that have no other alternate routes will be inequitably impacted. For the Vancouver City Council to accept a ~~value~~ program that prices users ~~congestion pricing proposal~~ to manage congestion and fund facility improvements, it must provide equitable distribution of ~~both impacts and~~ benefits and reflect the following principles:

Regional Analysis of the Bi-State Transportation System

Coordination with metropolitan area transportation and transit related agencies, including those in Southwest Washington, must be thoughtful and ongoing throughout the planning and design processes for any long-term change to the regional, bi-state system.

- The current tolling proposals for I-5 ~~(Concept B)~~ and I-205 ~~(Concept Modified E)~~ will have impacts on se the entire regional transportation system. The impact analysis for any tolling proposal must evaluate these system-wide impacts, and should not be limited to the areas directly adjacent to tolls. This should include local street systems and highways.
- A full analysis of the regional bi-state transportation system is required to understand potential future impacts of a priced regional system. ~~(Concept C or other future options).~~ In Oregon, this analysis must include I-84, I-405, OR-26 and OR-217, as well as all regionally significant bottlenecks, including the Interstate 5 Bridge. In Washington, this analysis should include SR-14 and SR-500.
- ~~This analysis must be conducted prior to implementation of a priced system~~ concept ~~(Concept C or other future options), and~~ should be the basis for determining what roadways are included in it, and definition of timeframes for when they would be priced.
- There needs to be clearly defined timelines for when freeways/highways beyond I-5 and I-205 would be congestion priced.
- The analysis of tolling impacts must include impacts to Washington residents of all income ranges.

Commented [KK1]: Incorporated into previous bullet.

Regional Mitigation

The mitigation strategy for any congestion pricing project must consider the entire regional system, be equally applicable in both Oregon and Washington, and include all impacted local street systems and highways. All impacts, both direct and indirect, must be addressed by mitigation strategies that are proportional to the impact.

- Low-income residents of SW Washington must be able to access, without additional burden, discounts or subsidies that are established as part of any tolling program.
- Mitigation strategies that focus on increased transit must apply throughout the bi-state region.

As the only transit provider that currently operates in both Oregon and Washington, C-TRAN will be a key partner in providing enhanced service and expanded transportation options.

- In relation to transit, ~~ODOT staff have indicated that~~ constitutional restrictions in Oregon currently limit the

March 7¹⁸, 2022 Letter to Oregon ~~Congestion Pricing~~Department of Transportation Toll Program from
Vancouver City Council

~~use of tolling revenues to capital improvements tolling revenues may be currently restricted by Oregon~~
~~state constitution to be used solely for used to support capital improvements but and~~ cannot fund
expanded transit service and operational costs.

- Prior to implementation of any ~~value congestion~~ pricing concept, ODOT must commit to identifying and
proposing remedies to the state legislature to address the regulatory barriers to using tolling revenues
to fund transit operations, and geographic limitations on where funding can be directed, ~~must be remedied~~.

Regional Project Implementation

Tolling revenues should be used to address operational, safety, and congestion management ~~capacity~~ issues throughout the bi-state region, including regionally significant bottleneck projects within the defined ODOT Toll Program area, transit enhancements and other multi-modal improvements. We support ~~capacity~~ improvements that benefit the people who pay the toll.

- In order to ensure that benefits are distributed equitably, improvements should be tied to the corridor where the revenue is generated.
- Increased transit options must be provided regardless of state of origin.
- Replacement of the Interstate 5 Bridge must be included in any discussion of all and traffic analysis related to bottleneck congestion relief projects and associated safety and operational improvements.
- Tolling revenues should be used to support capacity, operational and multimodal improvements identified in and consistent with adopted regional plans.

Regional Engagement

- ~~The timeline for the Portland Area Value Pricing Feasibility Study was insufficient.~~ In order to ensure that residents and policymakers throughout the region have the opportunity for meaningful participation, the ~~next phase of the value-Toll Program/congestion~~ pricing process must allow ~~more-sufficient~~ time for analysis and integration of feedback.
- ~~The current value congestion pricing I-5 and I-205 Toll Program proposals~~ represents a significant change to our regional transportation
- ~~system.~~ Inevitable implementation glitches in a highly congested corridor could have crippling effects on the entire system. Implementation ~~of Concepts B and Modified E~~ should include a high level of transparency, have comprehensive risk management strategies, and be phased to contain disruptions to small areas, with the most congested areas being transitioned last.
- The Oregon Transportation Commission must continue to engage with policymakers and constituencies in Southwest Washington.

Past bi-state planning and coordination has resulted in significant and equitably beneficial regional infrastructure improvements. The Vancouver City Council hopes our concerns are acknowledged and addressed and the implementation of ~~value congestion pricing~~ the full Oregon Toll Program is collaborative and equitable. This will allow future efforts to address regional transportation challenges, like ~~replacing~~ the Interstate 5 Bridge Replacement Program, to proceed in a positive, productive and expeditious manner.

The Vancouver City Council supports the ODOT Commitments drafted in February 2022 and the Equity and Mobility Advisory Committee's Foundational Statements approved in November, 2021. The Council will continue to monitor and participate in the process and will use all levers at our disposal to ensure that Southwest Washington residents are not disproportionately negatively impacted and receive equitable benefit from changes that impact them.

If, at conclusion of the most near-term milestone of the Toll Program, the Preliminary Engineering phase of the I-205 Project or any subsequent phase of that Project or the Regional Mobility Pricing Project, the Commitments and Foundational Statements and the other key elements of our policy framework have not been adequately addressed, Council understands there is opportunity to revisit these prior to Construction phase and will continue to work to ensure that that changes favor and support residents of Vancouver and Clark County.

|

March 18, 2022 Letter to Oregon Department of Transportation Toll Program from Vancouver City Council

The Vancouver City Council recognizes the significant impacts of freeway/highway congestion on the bi-state region, and the need to manage the transportation system to maximize existing infrastructure and move more people in ways that address our climate and equity goals as the region grows. Our Council embraces the need for policymakers and agencies to work together to fund and implement improvements to the bi-state regional transportation system, including bottleneck removal and operational and multi-modal enhancements. Given the significant costs of any mitigation strategy, the Vancouver City Council is compelled to advocate on behalf of our residents for fair and equitable solutions. The current I-205 Toll Project and the Regional Mobility Pricing Project currently under consideration will have direct and substantial impacts on commuters from around the Portland-Vancouver Metropolitan region. In particular, the ~60,000 or more daily commuters from Southwest Washington who use the I-5 and I-205 corridors to enter Oregon and that have no other alternate routes will be inequitably impacted. For the Vancouver City Council to accept a program that prices users to manage congestion and fund facility improvements, it must provide equitable distribution of benefits and reflect the following principles:

Regional Analysis of the Bi-State Transportation System

Coordination with metropolitan area transportation and transit related agencies, including those in Southwest Washington, must be thoughtful and ongoing throughout the planning and design processes for any long-term change to the regional, bi-state system.

- The current tolling proposals for I-5 and I-205 will have impacts on the entire regional transportation system. The impact analysis for any tolling proposal must evaluate these system-wide impacts and should not be limited to the areas directly adjacent to tolls. This should include local street systems and highways.
- A full analysis of the regional bi-state transportation system is required to understand potential future impacts of a priced regional system. In Oregon, this analysis must include I-84, I-405, OR-26 and OR-217, as well as all regionally significant bottlenecks, including the Interstate 5 Bridge. In Washington, this analysis should include SR-14 and SR-500.
This analysis must be conducted prior to implementation of a priced system, should be the basis for determining what roadways are included in it, and definition of timeframes for when they would be priced.
- The analysis of tolling impacts must include impacts to Washington residents of all income ranges.

Regional Mitigation

The mitigation strategy for any congestion pricing project must consider the entire regional system, be equally applicable in both Oregon and Washington, and include all impacted local street systems and highways. All impacts, both direct and indirect, must be addressed by mitigation strategies that are proportional to the impact.

- Low-income residents of SW Washington must be able to access, without additional burden, discounts or subsidies that are established as part of any tolling program.
- Mitigation strategies that focus on increased transit must apply throughout the bi-state region.

As the only transit provider that currently operates in both Oregon and Washington, C-TRAN will be a key partner in providing enhanced service and expanded transportation options.

- In relation to transit, constitutional restrictions in Oregon currently limit the use of tolling revenues to capital improvements and cannot fund expanded transit service and operational costs.
- Prior to implementation of any congestion pricing concept, ODOT must commit to identifying and proposing remedies to the state legislature to address the regulatory barriers to using tolling revenues to fund transit operations, and geographic limitations on where funding can be directed.

Regional Project Implementation

Tolling revenues should be used to address operational, safety, and congestion management issues throughout the bi-state region, including regionally significant bottleneck projects within the defined ODOT Toll Program area, transit enhancements and other multi-modal improvements. We support improvements that benefit the people who pay the toll.

- In order to ensure that benefits are distributed equitably, improvements should be tied to the corridor where the revenue is generated.
- Increased transit options must be provided regardless of state of origin.
- Replacement of the Interstate 5 Bridge must be included in all traffic analysis related to congestion relief projects and associated safety and operational improvements.
- Tolling revenues should be used to support capacity, operational and multimodal improvements identified in and consistent with adopted regional plans.

Regional Engagement

- In order to ensure that residents and policymakers throughout the region have the opportunity for meaningful participation, the Toll Program/congestion pricing process must allow sufficient time for analysis and integration of feedback.
- The current I-5 and I-205 Toll Program proposals represents a significant change to our regional transportation system. Inevitable implementation glitches in a highly congested corridor could have crippling effects on the entire system. Implementation should include a high level of transparency, have comprehensive risk management strategies, and be phased to contain disruptions to small areas, with the most congested areas being transitioned last.
- The Oregon Transportation Commission must continue to engage with policymakers and constituencies in Southwest Washington.

Past bi-state planning and coordination has resulted in significant and equitably beneficial regional infrastructure improvements. The Vancouver City Council hopes our concerns are acknowledged and addressed and the implementation of the full Oregon Toll Program is collaborative and equitable. This will allow future efforts to address regional transportation challenges, like the Interstate 5 Bridge Replacement Program, to proceed in a positive, productive and expeditious manner.

The Vancouver City Council supports the ODOT Commitments drafted in February 2022 and the Equity and Mobility Advisory Committee's Foundational Statements approved in November, 2021. The Council will continue to monitor and participate in the process and will use all levers at our disposal to ensure that Southwest Washington residents are not disproportionately negatively impacted and receive equitable benefit from changes that impact them.

If, at conclusion of the most near-term milestone of the Toll Program, the Preliminary Engineering phase of the I-205 Project or any subsequent phase of that Project or the Regional Mobility Pricing Project, the Commitments and Foundational Statements and the other key elements of our policy framework have not been adequately addressed, Council understands there is opportunity to revisit these prior to Construction phase and will continue to work to ensure that that changes favor and support residents of Vancouver and Clark County.

From: [Harless, Kim](#)
To: [McEnerny-Ogle, Anne](#); [Kelly, Katherine](#)
Cc: [Holmes, Eric](#)
Subject: Re: ODOT Toll Program - Draft Council Policy Framework for Review/Comment
Date: Friday, March 18, 2022 6:37:39 PM
Attachments: [image002.png](#)
[image004.png](#)
[image005.png](#)
[Outlook-vi2s2zqr.png](#)

If, at conclusion of the most near-term milestone of the Toll Program, the Preliminary Engineering phase of the I-205 Project or any subsequent phase of that Project or the Regional Mobility Pricing Project, the **Commitments and Foundational Statements and the other** key elements of our policy framework have not been adequately addressed, Council understands there is **opportunity to revisit these** prior to Construction phase and will continue to work to ensure that that changes favor and support residents of Vancouver and Clark County.

- The red ink is redundant since it is in our policy framework, correct?
- The yellow highlighted section is what feels passive. The changes should occur before we get to any phase, or I feel they won't happen or be taken seriously. I worry Vancouver will just be an afterthought, instead of infused into the projects from the beginning. It also is just a really long sentence so it will lose people.
- The underline also feels passive in its placement and should be at the beginning of the sentence.

See below, but I'm totally flexible. Take and use what pieces you may like:

Council understands and is willing to use the opportunities we have to ensure that changes occur in order to support the residents of Vancouver and Clark County. The key elements of our policy framework have so far not been adequately addressed, and we expect changes by the most near-term milestones of the Toll Program, the Preliminary Engineering phase of the I-205 Project or any subsequent phase of that Project or the Regional Mobility Pricing Project. We look forward to continuing to collaborate on these projects for the betterment and improved quality of life of this entire region.

Kim D. Harless | City Councilmember
CITY OF VANCOUVER, WASHINGTON

415 W 6th Street | P.O. Box 1995
Vancouver, WA 98668-1995

Pronouns: she/her

P: 360-487-8629 | **C:** 360-601-4088 | **TTY:** 360-487-8602

www.cityofvancouver.us



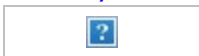
From: McEnerny-Ogle, Anne <A.McEnerny-Ogle@cityofvancouver.us>
Sent: Friday, March 18, 2022 2:08 PM
To: Harless, Kim <K.Harless@cityofvancouver.us>; Kelly, Katherine <Katherine.Kelly@cityofvancouver.us>
Cc: Holmes, Eric <Eric.Holmes@cityofvancouver.us>
Subject: RE: ODOT Toll Program - Draft Council Policy Framework for Review/Comment

Kim,
Great points.
Do you have some suggested language?
Anne

Anne McEnerny-Ogle | Mayor



CITY OF VANCOUVER, WASHINGTON
P.O. Box 1995 • Vancouver, WA 98668-1995
P: 360.487.8629 | F: 360.487.8625
www.cityofvancouver.us | www.cityofvancouver.us/socialmedia



This message, in whole or in part, may be subject to public disclosure, including routine disclosure to the media.

From: Harless, Kim <K.Harless@cityofvancouver.us>
Sent: Friday, March 18, 2022 12:05 PM
To: Kelly, Katherine <Katherine.Kelly@cityofvancouver.us>
Cc: Holmes, Eric <Eric.Holmes@cityofvancouver.us>; McEnerny-Ogle, Anne <A.McEnerny-Ogle@cityofvancouver.us>
Subject: Re: ODOT Toll Program - Draft Council Policy Framework for Review/Comment

I still feel the letter is too passive in its ending, and the last sentence is still not clear, precise, firm and direct... but of course, still needs to be respectful too. We have little leverage, so we need to ensure we use all those levers and they are aware we know them, and be firm to guarantee we've done all we can for our residents.

Kim D. Harless | City Councilmember
CITY OF VANCOUVER, WASHINGTON
415 W 6th Street | P.O. Box 1995
Vancouver, WA 98668-1995
Pronouns: she/her
P: 360-487-8629 | C: 360-601-4088 | TTY: 360-487-8602
www.cityofvancouver.us



From: Kelly, Katherine <Katherine.Kelly@cityofvancouver.us>
Sent: Tuesday, March 15, 2022 5:14 PM
Cc: Holmes, Eric <Eric.Holmes@cityofvancouver.us>
Subject: ODOT Toll Program - Draft Council Policy Framework for Review/Comment

Good afternoon, Mayor and Council members.

Attached for your review and comment is an updated *draft* version of the 2018 Council Policy Framework on the ODOT Toll Program. **Please email me any proposed edits or additions by 5:00 this Thursday, 3/17.**

For reference, attached is the slide deck shared during yesterday's Council workshop. Summary slides of **ODOT Commitments** and the **Equity and Mobility Advisory Committee Foundational Statements** are included.

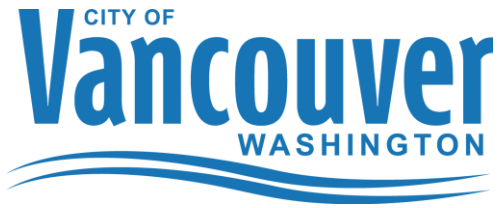
Also attached is a slide that provides an overview of the **National Environmental Policy Act (NEPA) requirements and process**. *This is included for context since the ODOT Toll Program is subject to NEPA regulations.*

- *The I-205 Toll Project has an adopted Purpose and Need Statement and is aiming to begin Preliminary Engineering, which includes development of design alternatives along with mitigations and ongoing public engagement.*
- *The Regional Mobility Pricing Project (RMPP) is aiming to have a Purpose and Need Statement completed mid-to-late 2022.*

Thank you,

Katherine Kelly
Senior Policy Advisor
CITY OF VANCOUVER, WASHINGTON
Community Development Department (CDD)
Pronouns: She/Her/Hers
Phone: (360) 644-4446
Katherine.Kelly@cityofvancouver.us
www.cityofvancouver.us





Memorandum

DATE: March 10, 2022

TO: Mayor and City Council

FROM: Bryan Snodgrass, Principal Planner, Community Development Department.

RE: March 21 workshop review of Housing Code Updates project

CC: Eric Holmes, City Manager

Executive Summary

The Housing Code Updates project contains eight zoning code updates and one permit processing change intended to increase the range of housing types available citywide, particularly smaller housing units of various types that are affordable to more community members. The project is a further step in City efforts to implement the recommendations of the 2016 Affordable Housing Task Force, and to update local regulations to help address the ongoing regional affordable housing crisis through incremental changes in the types and sizes of housing available. This project is one step in a continuum of efforts to address code barriers to new housing types, which will be continued through the forthcoming Comprehensive Plan Update process.

The nine components of the Housing Code Updates projects were originally identified in 2020, and last reviewed by the City Council at a September 20, 2021 [workshop](#). Since that time specific zoning code language has been developed by staff and reviewed by the Planning Commission, most recently at workshops on [February 22 and March 8](#). A Planning Commission public hearing is scheduled for April 12.

The proposed amendments are modest to moderate changes to city standards. Many would allow housing types currently allowed in other jurisdictions in Clark County as well as statewide. Others modify housing types already allowed in Vancouver. Some as noted would require at least one public hearing or administrative review with notice to be developed. Some are required by state law.

Not included on the list are allowances for greater flexibility in existing single family zones to develop duplexes, triplexes or fourplexes where appropriate. These were the subject of discussion at the September 20, 2021 City Council workshop, and will require more extensive public outreach and analysis. These will be addressed comprehensively in the forthcoming Comprehensive Plan Update process.

Project Components

The proposed Housing Code Updates components are summarized at a high level in the enclosed table. Specific zoning code language is included in the [February 22 Planning Commission staff report](#). Some zoning code sections implement multiple project components, as indicated, and no zoning code language is provided for the proposed building permit processing adjustments to incentivize aging-in-place features, since no changes to Title 20 are involved, and Planning Commission review on this item will consist of general advice.

Housing Code Updates – General Summary. Significant new changes to recommendations noted.

Proposal	Key features	General Feedback
1. New R-17 single-family zoning district standards allowing 2,000 to 5,000 square foot lots, subject to access and streetfront requirements	Requires rezone approval and hearings to implement. Allows duplexes and triplexes as well as SFR. Limits garage widths, requires adjacent homefronts to vary, and facilitates alley loading, in R-9 and R-6 districts in addition to R-17. New – requires compliance with existing city narrow lot standards, including provisions for utilities, parking, alley incentives New – alleys required unless unfeasible for lots below 3,000 square feet, encouraged otherwise New – Home fronts required to vary between adjacent two homes only, not those across a street	General public acceptance of need for smaller homes, but concerns about parking and access, potential for rezoning of individual nearby small lots or existing homes sites. Developer support, with concerns about garage width limitations and alley requirement
2. New multi-family zoning district standards allowing up to 50 units per acre with 1 parking space per unit minimum	Requires rezoning to implement. Lowers minimum parking requirement from 1.5 to 1 space per unit for R-50 and other MFR zones, to rectify inconsistency with SFR standard, recognize MFR per unit traffic generation is less than SFR per unit, and to align with emerging legal mandates.	General public acceptance, concerns about parking and rezoning
3. State mandated reductions in minimum parking requirements for various housing types near frequent transit	Requires site plan review to implement. Allows long term low-income affordable housing projects or portions of projects to provide 0.75 spaces per unit citywide Allows senior and disabled persons housing to provide no parking citywide for residents, but requires staff and guest parking.	General public acceptance, with questions about determining transit frequency

	New - Allows market rate apartments within ¼ mile of transit lines running every 35 minutes, or anywhere in CX zone, to provide 0.75 parking spaces per unit.	
4. State mandated density bonus for long term affordable housing	Allows density bonuses varying by zoning district (less in SFR zones, more in MFR zones) for long term low-income affordable housing, defined in this case by statute as 80% AMI or below. Does not allow apartments in SFR homes	General acceptance. Developer request led to expansion of eligibility from state mandated religious organizations to any party
5. New cluster cottage standards	Requires subdivision hearing or Type II administrative review with notice to implement Allowed in SFR zones, with more but smaller and shorter homes than normally permitted, with cottage features, near common open space Can be divided into individual lots typically for ownership, or maintained as a single property with rental units	Generally supportive public comment with questions about affordability. Developer requests to allow larger units and garages, and generally more flexibility
6. Updated setback and buffering requirements for new apartments next to existing homes	New – Maintains currently required 5-foot setback for first 35 feet, with one-foot additional setback for each additional 3 feet of proposed height, up to maximum 15 foot setback	General public concern about apartments and interest in larger setbacks
7. Micro-housing - Updated apartment standards to allow shared bathroom and kitchens	Allows shared bathrooms and kitchens in non-medical multi-family housing without staff	Limited feedback
8. Updated ADU standards to allow garages with non-conforming setbacks to apply	Allows legally existing garages located within side and rear yard setbacks to apply for conversion or replacement to ADUs if building and planning standards met New – limits height within setback to 15 feet	General public support for ADUs although concern about short term rentals. Questions about height of ADUs in setbacks
9. New building permit processing incentives for aging-in-place home features	Building Department envisions reduction in review from potentially 14 to 10 days, resource materials to assist applicants, and designated staff contact person	Limited feedback, general support

Community and Stakeholder Outreach

Initial outreach prior to the pandemic consisted of Planning Commission and City Council workshops as noted, and research and consultation with comparable jurisdictions, local residential developers, a presentation at a joint meeting of the Hough and Carter Park Neighborhood Associations, and a presentation at an October 2019 quarterly meeting of citywide neighborhood leaders.

Project work was initially suspended with the onset of the pandemic, and outreach limited to virtual and on-line. Staff has been gathering community input through an online survey available on [Be Heard Vancouver](#) since April 2020. Approximately 90 community members have commented on the descriptions of the project and its components, with comments both in support and opposition. See February 22 public comments link at bottom right of the Be Heard Vancouver page.

Outreach efforts resumed in the summer of 2021, with Commission and Council workshops. In early 2022, the below targeted small group virtual meetings were held:

- January 6th, 2022: Single-family and multifamily developers roundtable
- January 12th, 2022: Vancouver Neighborhood Alliance meeting
- January 18th, 2022: General public open house
- February 1st, 2022: Fircrest neighborhood association meeting
- February 2nd, 2022: Harney Heights neighborhood association meeting
- February 3rd, 2022: Clark County Development Engineering and Advisory Board
- February 10th, 2022: Arnada neighborhood association meeting
- February 16th, 2022: Affordable housing agency and advocates roundtable

Some of the major themes and comments heard from these meetings:

- Suggestion to consult Ridgefield garage standards and Bend cottage cluster standards
- Concerns about shared water infiltration systems under R-17
- Concerns about site clearance of existing historic garages
- Concerns about length and difficulty of rezone process for R-17 and R-50
- Concerns about street front R-17 requirements adding to cost
- Concerns about R-17 standards preventing shared driveways and garages
- Desire to expand parking reduction near transit beyond highest frequency transit
- Concerns around parking, traffic, and ability for firetrucks to reach homes
- Desire to consider cluster or other lots without street access
- Desire for more flexibility for larger and taller cluster homes
- Desire to preserve neighborhoods character and community feel
- Desire to allow ADUs to locate on lots with small existing homes
- Concern that requiring architectural standards for R-17 could raise the cost
- Desire for more design standards for single family homes
- Questions around how the new zones would get mapped and whether this could represent illegal spot zoning

- Question on whether prohibitions against repetitive housing increase price
- Support for expanding density bonus from faith based affordable housing developers to any non-profit affordable housing developer
- Support for having parking reduction near transit stops to include area near the transit line rather than just stops
- Support for aging in place incentives
- Concern front entry design requirements could increase building costs
- Concern alleys could create spaces that are not activated and therefore them unsafe
- Dislike of limiting garage width to less than 50% of front façade, comment that the market demand is for two car garages
- Comment to ban new developments having cul-de-sacs
- Concern cottage cluster design facing courtyard could create poor walkability conditions on the exterior of the cluster
- Question about historic neighborhoods and R-17
- Question about management of cluster common open space
- Question if parking reductions could be retroactively applied to existing properties that could rezone to R-50 or are near transit, allowing for removal of existing parking spaces
- Questions about compliance with parking reductions near transit over time as transit routes and frequencies change
- Concern rezoning properties to R-50 could remove some naturally occurring affordable housing
- Concern cottage cluster standards may not result in a more affordable housing choice
- Comment to allow off street parking lot in R-17 subdivision development
- Comment that alleys would create more impervious surface
- Question if it would be possible to create a new home and convert existing home on the lot to an ADU
- Comment to continue thinking of ways to ensure ADUs are affordable
- Concern allowing more ADUs could result in more short-term rental units
- Comment that staff should consider displacement and gentrification as a result from the proposed code changes
- Recommendation for staff to speak to property managers when determining parking requirements for senior housing near transit

Next Steps

The March 21 Council workshop is intended to review work to date, answer questions, and support Council feedback and discussion. The Planning Commission public hearing is scheduled for April 12. City Council hearing dates and if needed further workshops have not yet been scheduled.

Housing Code Updates



**March 21, 2022 Vancouver City Council
Communications**

Bryan Snodgrass, Principal Planner

Becky Coutinho, Associate Planner

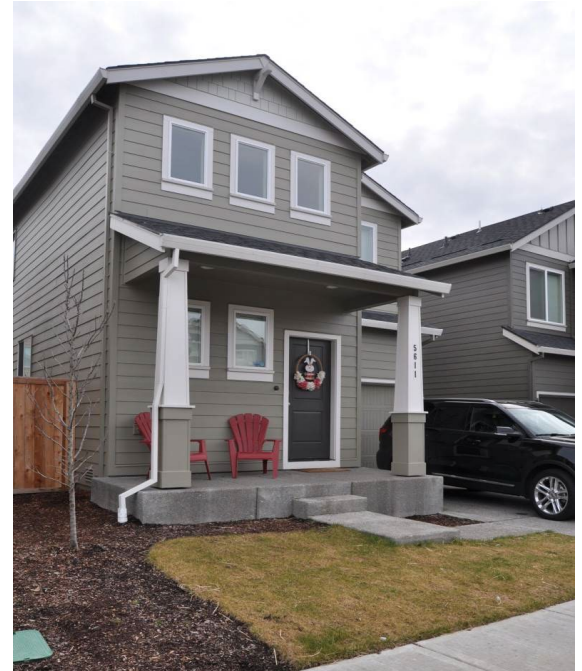
www.cityofvancouver.us/cdd/page/housing-code-updates

Project Goals and Context

- Part but not all of the City approach to attainable housing. City also makes programmatic investments in rent restricted affordable housing. Intended to increase options, particularly of smaller housing types which are less costly, with incremental change envisioned to overall housing supply.
- Two code changes pursuant to state mandates reference affordability thresholds. Density bonus for up to 80% AMI level specified by state. Proposals more affordable than this would also be eligible.
- Other components intended to allow new housing types but recognized as being less costly but not truly affordable, which private markets typically don't provide.
- Extensive work on Middle Housing Options will be included in forthcoming Comprehensive Plan Update process.

Project Components

- Eight zoning code text changes and one process change intended to expand housing choices and affordability
- Also intended to realize recommendations of the 2016 Affordable Housing Task Force, promote efficient development, maintain neighborhood livability with gradual rather than rapid change, and plan for the long term



Presentation Overview

Workshop intended to identify what additional information or code changes needed before hearings, in the below order:

- R-17
- R-50 and state mandated parking reductions
- Mandated affordable housing density bonus
- Cottage cluster housing
- MFR to SFR setback
- Micro-housing
- ADUs converted from historic garages
- Building permit review incentives for aging in place



Process thus far

- Nine Planning Commission and Council workshops
- Meetings with 8 individual neighborhoods associations and two neighborhood umbrella groups (Alliance and Leaders);
- Four developer meetings, one meeting with housing providers and advocates.
- On-line engagement through project website, neighborhood newsletter, Be Heard Vancouver



New Single-Family R-17 Zoning District Standards

- Requires rezone approval, and land division approval, with hearings.
- Limits garage widths to $\frac{1}{2}$ front façade or 10 feet, requires front door, limits housing repetition, and facilitates alleys, in the R-9 and R-6 districts in addition to R-17.
- Allows duplexes, triplexes and fourplexes as well as SFR
- New – requires compliance with existing city narrow lot standards, including provisions for utilities, parking, alley incentives
- New – alleys required unless unfeasible for lots below 3,000 square feet, encouraged otherwise
- New – Home fronts required to vary between adjacent two homes only, not those across a street



New R-17 – Compliance with Narrow Lots Standards

VMC 20.927, Narrow Lot Developments, requires

- On/off site improvement plans addressing utilities, driveways and street trees
- One guest parking space per 3 lots
- Solid waste/recycling access plan
- Alley standards
- Shared driveway standards



Proposed New Multi-Family R-50 Zoning District

- Requires rezone and public hearing to site
- Allow apartments of densities up to 50 units per net acre maximum
- Increase maximum lot coverage and building height to provide more flexibility
- Decrease minimum parking requirement from 1.5 to 1 spaces per unit to be consistent with Citywide SFR standard. Also apply to other MFR zones. Projects can provide more parking if desired.



State Mandated Parking Reductions Near Transit

Housing Type	Current City	State Mandate	Recommended New City
Market Rate MFR	1.5 spaces/unit	0.75 spaces/unit within ¼ mile of transit stop with 15-minute service	0.75 spaces/unit within ¼ mile of transit line with 35-minute service intervals, 1.0 spaces/unit elsewhere
Very affordable housing (50% AMI)	1.5 spaces/unit	0.75 spaces/unit within ¼ mile of transit stop with 30-minute service	0.75 spaces/unit for affordable (60% AMI) housing citywide.
Senior housing	1.0 spaces/unit	Zero spaces/unit within ¼ mile of transit stop with 15-minute service. Can require guest and staff parking	0.75 spaces/employee plus one visitor space per 10 residents citywide.
Disabled	1.5 spaces/unit	Zero spaces/unit if within ¼ mile of transit stop with 15-minute service. Can require guest and staff parking.	0.75 spaces/employee, plus one visitor space per 10 residents, citywide

Density Bonus for Affordable Housing

- GMA requires allowing density bonus for long term affordable housing (defined in this case at 80% AMI for 50 years) owned or controlled by faith-based organizations
- Proposal would expand eligibility to any party providing a guarantee of meeting the threshold, with density bonus of:
 - 50% in single family zoning districts
 - 100% in multi-family zoning districts
- Bonus would not authorize structures or building heights not allowed by underlying zone



Cottage Cluster Housing

- Allow clusters of small cottages around common courtyards in single-family zones
- Limit density to twice underlying zoning.
- Allow 4-12 cottages with sloped roofs and porches. Limit single units to 1,600 sf and duplexes to 3,000 sf both with 25' height limit, with allowances for 30' in project interior.



Cottage Cluster Housing (cont.)

- At least 75% of cottage units must be oriented to common courtyard that is generally square or round, and connected to it by pedestrian path
- Courtyard must be sized at 200 sf per cottage
- One parking space per cottage unit required. On-street parking credited.
- Requires public hearing if subdivision involved, site plan review with notice otherwise.



Setbacks for New Apartments Next to Existing Homes

- Current code requires new development in high density residential zones abutting lower density zones to be setback 5 feet from the property line, with 6-foot high shrub screen or fence.
- Proposal is to require additional one foot setback for every three feet of proposed building height over 35 feet, up to a maximum setback of 15 feet.



Micro-housing – MFR with shared Kitchen and Bathroom

- Allow apartments with shared kitchen or bathroom facilities in multi-family zones
- Currently allowed only in medical or recovery context with on-site staff. Proposed to allow for apartments without staff.
- No density bonus – only what's allowed by zoning



ADUs in Existing Garages within Setbacks

- Existing historic garages in setbacks can't be converted to ADUs.
- Proposal would allow replacement or conversion to ADUs provided building and planning standards met, and height within setback limited to 15 feet.



New Homes to allow Aging-in-Place

- Incentivize new home construction to supports aging in place through wide doorways, first floor bathrooms, and zero-step entries
- Proposal would expedite building permit review timelines, provide information for applicants, and designate a staff contact.



Next Steps – Housing Code Updates

- Continue to refine specific draft code language for public and stakeholder comment
- Continue meeting any neighborhood, developer or other groups requesting presentations
- April 12 Planning Commission hearing
- City Council hearings not yet scheduled



Questions and Discussion

Bryan Snodgrass, Principal Planner, bryan.snodgrass@cityofvancouver.us,
360-487-7946

Becky Coutinho, Associate Planner, becky.coutinho@cityofvancouver.us,
360-487-7899

www.cityofvancouver.us/cdd/page/housing-code-updates

